

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Distribution, Assignment, and Assumption		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soft Tissue Regeneration, LLC		09/22/2008	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Soft Tissue Regeneration, Inc.		
Street Address:	32 Lisa Drive		
City:	Chatham		
State/Country:	NEW JERSEY		
Postal Code:	07928		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77513238	STR SOFT TISSUE REGENERATION	
Serial Number:	77425173	L-C LIGAMENT	
CORRESPONDENCE DATA			
Fax Number:	(540)510-3050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	540-510-3046		
Email:	trademarks@leclairryan.com		
Correspondent Name:	Tara A. Branscom		
Address Line 1:	10 S. Jefferson Street		
Address Line 2:	Suite 1800		
Address Line 4:	Roanoke, VIRGINIA 24011		
ATTORNEY DOCKET NUMBER:	20295.0005		
NAME OF SUBMITTER:	Tara A. Branscom		
Signature:	/Tara A. Branscom/		

CH \$65.00 77513238

Date:

04/06/2009

Total Attachments: 5

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DISTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT

THIS DISTRIBUTION, ASSIGNMENT, AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of the 22nd day of September, 2008, by and between Soft Tissue Regeneration, Inc., a Delaware corporation (the "Parent"), and Soft Tissue Regeneration, LLC, a Virginia limited liability company (the "Subsidiary").

RECITALS:

- A. Parent is the sole member of Subsidiary.
- B. Effective as of August 18, 2008, the board of managers of Subsidiary approved the incorporation of Subsidiary using an "interests over" structure in which Subsidiary would be dissolved, the assets of Subsidiary would be distributed to Parent, and the liabilities and contracts of Subsidiary would be assigned to and assumed by Parent (the "Incorporation").
- C. In accordance with and furtherance of the Incorporation, Subsidiary desires to transfer and convey all of its assets to Parent and Parent desires to receive all of the assets of Subsidiary.
- D. In accordance with and furtherance of the Incorporation, Subsidiary desires to assign all of its liabilities and contracts to Parent and Parent desires to assume all of the liabilities and contracts of Subsidiary.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Transfer of Assets. Subsidiary hereby distributes, grants, transfers, conveys, assigns, and delivers to Parent, its successors and assigns, to have and to hold forever, all of Subsidiary's right, title and interest in, to and under all property, whether real, personal or mixed, wherever located; all debts due; all choses in action, and all rights, privileges, powers and franchises, now or heretofore owned by Subsidiary (the "Subsidiary Assets"). Without limiting the generality of the foregoing, the Subsidiary Assets distributed, granted, transferred, conveyed, assigned, and delivered to Parent include:

(a) Leased Property. All of Subsidiary's interest, as lessee, in all real estate leased by Subsidiary;

(b) Equipment, Machinery and Other Tangible Personal Property. All machinery, equipment, tools, tooling, spare parts, leasehold improvements, maintenance equipment, computer hardware and software, telephone systems, supplies, office furniture, and office equipment, together with all other items of personal property which are owned or used (other than pursuant to written lease agreements) by Subsidiary;

(c) Contracts. All of the interest of Subsidiary in all contracts, leases of machinery, equipment and other personal property, sale orders, purchase orders, guarantees, commitments,

instruments and all other agreements entered into by Subsidiary, including without limitation the Employment/Consulting Agreements (as defined below);

(d) Sales and Marketing Materials. All brochures, suppliers' names, mailing lists, art work, photographs, and marketing material which relate to Subsidiary's business, whether in electronic form or otherwise;

(e) Permits and Licenses. All of Subsidiary's interest in governmental permits, licenses, notices, approvals, and other governmental authorizations necessary to the ownership or operation of Subsidiary's business;

(f) Trade Secrets. All trade secrets, secret processes and procedures, know-how, formulae and compositions, engineering, production, assembly design, installation, other technical drawings and specifications, working notes and memos, market studies, consultants' reports, technical and laboratory data, competitive samples, engineering prototypes, and all similar property of any nature, tangible or intangible, relating to Subsidiary's products;

(g) Intellectual Property. All right, title and interest of Subsidiary in any patents, patent applications, inventions, shop rights, trademarks, trademark registrations, trade names, service marks, copyrights, and copyright registrations and all registrations, applications, and licenses relating thereto; and other intangible rights and the goodwill of Subsidiary's business symbolized by such trademarks, devices, marks and trade names;

(h) Property, Personnel and Accounting Records. All records of Subsidiary relating to its business, including, but not limited to, property records, copies of personnel records of employees, accounting records, compliance records, manuals, computer programs and software, patterns, plans, blueprints and drawings;

(i) Goodwill. All right, title and interest of Subsidiary in and to the goodwill incident to its business;

(j) Inventory. All inventory of Subsidiary;

(k) Accounts Receivable. All accounts receivable of Subsidiary;

(l) Prepaid Expenses. All prepaid expenses to the extent the benefits thereof are transferrable to Parent;

(m) Insurance Policies. All insurance policies maintained by Subsidiary with respect to its business, and any related prepaid expenses, and all rights arising as a result of events occurring under or in connection with any insurance policy, surety bond or similar contract of indemnity;

(n) Cash. All cash and cash equivalents or similar type investments, such as certificates of deposit, treasury bills and other marketable securities, bank accounts and checks;

(o) Claims Against Third Parties. All claims and rights against third parties (including without limitation, insurance carriers);

(p) Claims for Refunds. All claims for refunds of taxes and other governmental charges; and

(q) Other Intangible Assets. All other assets (including all causes of action, rights of action, contract rights and warranty and product liability claims against third parties) of Subsidiary not contained within the categories described above.

Section 2. Assignment and Assumption of Liabilities and Contracts. Subsidiary hereby assigns and Parent assumes and agrees to perform and agrees to pay, satisfy and discharge, all liabilities, whether due or to become due, of Subsidiary and all contracts and all other agreements entered into by Subsidiary, including without limitation the following:

(a) The Employment and Consulting Agreement entered into on January 10, 2008 by and between Subsidiary and [REDACTED] (the "[REDACTED] Employment Agreement");

(b) The Scientific Founder Agreement entered into on January 10, 2008 by and between Subsidiary and [REDACTED] (the "[REDACTED] Founder Agreement");

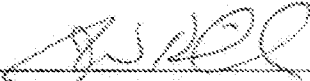
(c) The Scientific Founder Agreement entered into on January 10, 2008 by and between Subsidiary and [REDACTED] (the "[REDACTED] Founder Agreement"); and

(d) The Scientific Founder Agreement entered into on January 10, 2008 by and between Subsidiary and [REDACTED] (together with the [REDACTED] Employment Agreement, [REDACTED] Founder Agreement, and [REDACTED] Founder Agreement, the "Employment/Consulting Agreements").

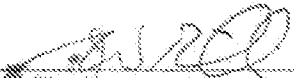
Section 3. Counterparts. This Agreement may be executed in counterparts, each of which when executed by the parties hereto shall be deemed an original and all of which together shall be deemed the same Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Distribution, Assignment, and Assumption Agreement as of the date first above written.








SOFT TISSUE REGENERATION, INC.

By: 
Name: Joseph W. Reilly
Title: CEO and President

SOFT TISSUE REGNERATION, LLC

By: 
Name: Joseph W. Reilly
Title: CEO and President

The undersigned hereby consents to the assignment to, and assumption by, Soft Tissue Regeneration, Inc. of all of the rights and obligations of Soft Tissue Regeneration, LLC under the undersigned's respective Employment/Consulting Agreement as of the date first above written:

IN WITNESS WHEREOF, the parties hereto have duly executed this Distribution, Assignment, and Assumption Agreement as of the date first above written.

SOFT TISSUE REGENERATION, INC.

By: _____
Name: Joseph W. Reilly
Title: CEO and President

SOFT TISSUE REGNERATION, LLC

By: _____
Name: Joseph W. Reilly
Title: CEO and President

The undersigned hereby consents to the assignment to, and assumption by, Soft Tissue Regeneration, Inc. of all of the rights and obligations of Soft Tissue Regeneration, LLC under the undersigned's respective Employment/Consulting Agreement as of the date first above written:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]