

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tepha, Inc.		06/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2493340	TEPHA	
Registration Number:	2925367	TEPHAFLEX	
Registration Number:	3069160	TEPHELAST	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6042		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Lizzie Buchanan, Esq.		
Address Line 1:	Kilpatrick Stockton LLP		
Address Line 2:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30281		
ATTORNEY DOCKET NUMBER:	389799		
NAME OF SUBMITTER:	Latosha E. Allen		

OP \$90.00 2493340

900165321

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Signature:	/Latosha E. Allen/
Date:	06/22/2010
<p>Total Attachments: 14</p> <p>source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of June 18 2010, is made by **TEPHA, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as agent (in such capacity, together with any successors, endorsees and assigns, the "**Agent**") for itself and the lenders from time to time party to the Loan Agreement hereinafter defined (collectively, the "**Lenders**").

W I T N E S S E T H:

WHEREAS, Grantor, Agent and Lenders are parties to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lenders have agreed to provide to Grantor certain loans and other extensions of credit in accordance with the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Intellectual Property Collateral**"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those owned by Grantor referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those owned by Grantor referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those owned by Grantor referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those owned by Grantor referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TEPHA, INC.

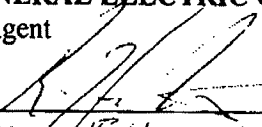
By: *Simon F. Williams*
Name: SIMON F WILLIAMS
Title: PRESIDENT

TEPHA, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: R. HAYES WHITELY
Title: Duly Authorized Signatory

TEPHA, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

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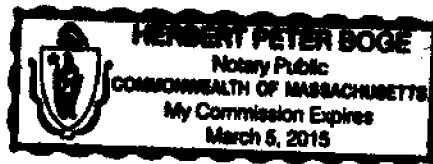
Acknowledgment of Grantor

STATE OF Massachusetts
) ss
COUNTY OF Middlesex

On this 22 day of June 2010 before me personally appeared Simon Williams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Tepha, Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Handwritten Signature]

Notary Public



ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 1
COPYRIGHTS**

NONE

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 2
TRADEMARKS**

Mark: TEPHA

Country	Registration Number	Registration Date
USA	2,493,340	9/25/01
European Community	002097137	5/27/05

Mark: TEPHAFLEX

Country	Registration Number	Registration Date
USA	2,925,367	2/8/05
European Community	003978871	11/8/07

Mark: TEPHELAST

Country	Registration Number	Registration Date
USA	3,069,160	3/14/06
European Community	003978418	7/27/07

Schedule 3
US PATENTS

1. US Patent No. 6,495,152 "Sulfur containing polyhydroxyalkanoate compositions and method of production" by Steinbüchel, Lütke-Eversloh, and Ewering, issued December 17, 2002. (Jointly owned with Metabolix.)
2. US Patent No. 6,514,515 "Bioabsorbable, biocompatible polymers for tissue engineering" by Williams, issued February 4, 2003.
3. US Patent No. 6,555,123 "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation, and viscosupplementation, by Williams and Martin, issued April 29, 2003.
4. US Patent no. 6,585,994 "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation, and viscosupplementation, by Williams and Martin, issued July 1, 2003.
5. US Patent No. 6,592,892 "Flushable disposable polymeric products" by Williams, issued July 15, 2003.
6. US Patent No. 6,623,730 "Therapeutic uses of polymers and oligomers comprising gamma-hydroxybutyrate" by Williams and Martin, issued September 23, 2003. (Jointly owned with Metabolix.)
7. US Patent No. 6,746,685 "Bioabsorbable, biocompatible polymers for tissue engineering" by Williams, issued June 8, 2004.
8. US Patent No. 7,025,980 "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation, and viscosupplementation" by Williams and Martin, issued April 11, 2006.
9. US Patent No. 7,618,448 B2 "Polymeric, degradable drug-eluting stents and coatings" by Schmitz, Behrend, Sternberg, Grabow, Martin, and Williams, issued November 17, 2009. (Subject to Assignment Agreement with University of Rostock.)
10. US Patent No. 7,641,825 "Method of making a polyhydroxyalkanoate filament" by Rizk, issued January 5, 2010. (U.S. Government has rights to this patent.)

Schedule 4
US PATENT APPLICATIONS

1. US Pub. App. No. 20030211131 "Bioabsorbable polymer containing 2-hydroxyacid monomers" by Martin and Skraly, published November 13, 2003. (Jointly owned with Metabolix.)
2. US Pub. App. No. 20040234576 "Polyhydroxyalkanoate medical textiles and fibers" by Martin, Rizk, Ahuja, and Williams, published November 25, 2004.
3. US Pub. App. No. 20050025809 "Poly-4-hydroxybutyrate matrices for sustained drug delivery" by Hasirci and Keskin, published February 3, 2005.
4. US Pat. App. No. 20060058470 "Non-curling polyhydroxyalkanoates sutures" by Rizk, published March 16, 2006.
5. US Pub. App. No. 20060177513 "Embolization using poly-4-hydroxybutyrate particles" by Martin, Crabtree, and Williams, published August 10, 2006.
6. US Pat. App. No. 20060287659 "Polyhydroxyalkanoate nerve regeneration devices" by Terenghi, Mohanna, and Martin, published December 21, 2006.
7. US Pat. App. No. 20070166387 "Hemostatic compositions, assemblies, systems, and methods employing particulate hemostatic agents formed from chitosan and including a polymer mesh material of poly-4-hydroxybutyrate" by Ahuja, Martin and McCarthy, published July 19, 2007.
8. US Pat. App. No. 20070182041 "Toughened polylactic acid polymers and copolymers" by Rizk, Martin, Ho, Ganatra, and Williams, published August 9, 2007.
9. US Pat. App. No. 20070185561 "Polymeric, degradable drug-eluting stents and coatings" by Schmitz, Behrend, Sternberg, Grabow, Martin and Williams, published August 9, 2007.
10. US Pat. App. No. 20070198087 "Methods and devices for rotator cuff repair" by Coleman, Martin, Rizk, Ahuja, and Williams, published August 23, 2007.
11. US Pat. App. No. 20080132602 "Medical devices containing oriented films of poly-4-hydroxybutyrate and copolymers" by Rizk, Martin, Ho, and Williams, published June 5, 2008.
12. US Pat. App. No. 20090012604 "Polymeric, degradable drug-eluting stents and coatings" by Schmitz, Behrend, Sternberg, Grabow, Martin and Williams, published January 8, 2009.
13. US Pat. App. No. 20090093872 "Polymeric, degradable drug-eluting stents and coatings" by Schmitz, Behrend, Sternberg, Grabow, Martin and Williams, published April 9, 2009.
14. US Pat. App. No. 20090162276 "Medical devices containing melt-blown non-wovens of poly-R-hydroxybutyrate and copolymers" by Ho, Williams, Rizk and Martin, published July 9, 2009.
15. US Pat. App. No. 20090209983 "Polyhydroxyalkanoate nerve regeneration devices" by Terenghi, Mohanna, and Martin, published August 20, 2009.
16. US Pat. App. No. 20100003300 "Injectable delivery of microparticles and compositions therefore" by Markland, Winchester, Tice, and Martin, published December 30, 2009. (This is a joint patent application with Surmodics Pharmaceuticals, Inc.)

17. US Pat. App. No. 20100057123 "Recombinant expressed bioadsorbable polyhydroxyalkanoate monofilament and multi-filament self-retaining sutures" by D'Agostino and Rizk, published March 4, 2010.
18. US Pat. App. No. 20100093237 "Non-curling polyhydroxyalkanoates sutures" by Rizk, published April 15, 2010.
19. U.S.S.N. 61/318,014 U.S. Provisional Application "Coatings for the manufacture and application of polyhydroxyalkanoate medical devices" by Martin, Rizk, Montcrieff and Connelly. Filed March 26, 2010 and April 19, 2010. Not published.

Schedule 5
PCT PATENT APPLICATIONS

1. WO 2000/051662 "Bioabsorbable, biocompatible polymers for tissue engineering" by Williams, published September 8, 2000
2. (WO 2001/015671) "Flushable disposable polymeric products" by Williams, published March 8, 2001.
3. (WO 2001/019361) "Therapeutic uses of polymers and oligomers comprising gamma-hydroxybutyrate" by Williams and Martin, published March 22, 2001. (Jointly owned with Metabolix.)
4. (WO 2001/019422) "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation, and viscosupplementation, by Williams and Martin, published March 22, 2001.
5. (WO 2002/016627) "Sulfur containing polyhydroxyalkanoate compositions and method of production" by Steinbüchel, Lütke-Eversloh, and Ewering, published February 28, 2002. (Jointly owned with Metabolix.)
6. (WO 2004/038030) "Bioabsorbable polymer containing 2-hydroxyacid monomers" by Martin and Skraly, published May 6, 2004. (Jointly owned with Metabolix.)
7. (WO 2004/101002) "Polyhydroxyalkanoate medical textiles and fibers" by Martin, Rizk, Ahuja, and Williams, published November 25, 2004.
8. (WO 2005/007195) "Poly-4-hydroxybutyrate matrices for sustained drug delivery" by Hasirci and Keskin, published January 27, 2005.
9. (WO 2005/020825) "Polyhydroxyalkanoate nerve regeneration devices" by Terenghi, Mohanna, and Martin, published March 10, 2005.
10. (WO 2006/015276) "Non-curling polyhydroxyalkanoates sutures" by Rizk, published February 9, 2006.
11. (WO 2006/081517) "Embolization using poly-4-hydroxybutyrate particles" by Martin, Crabtree, and Williams, published August 3, 2006.
12. (WO 2007/009090) "Hemostatic compositions, assemblies, systems, and methods employing particulate hemostatic agents formed from chitosan and including a polymer mesh material of poly-4-hydroxybutyrate" by Ahuja, Martin and McCarthy, published January 18, 2007.
13. (WO 2007/092417) "Toughened polylactic acid polymers and copolymers" by Rizk, Martin, Ho, Ganatra, and Williams, published August 16, 2007.
14. (WO 2007/092418) "Polymeric, degradable drug-eluting stents and coatings" by Schmitz, Behrend, Sternberg, Grabow, Martin and Williams, published August 16, 2007.
15. (WO 2007/092464) "Methods and devices for rotator cuff repair" by Coleman, Martin, Rizk, Ahuja, and Williams, published August 16, 2007.
16. (WO 2008/070428) "Medical devices containing oriented films of poly-4-hydroxybutyrate and copolymers" by Rizk, Martin, Ho, and Williams, published June 12, 2008.

17. (WO 2009/085823) "Medical devices containing melt-blown non-wovens of poly-R-hydroxybutyrate and copolymers" by Ho, Williams, Rizk and Martin, published July 9, 2009.
18. (WO 2009/158724) Improved Injectable delivery of microparticles and compositions therefore" by Markland, Winchester, Tice, and Martin, published December 30, 2009. (This is a joint patent application with Surmodics Pharmaceuticals, Inc.)
19. (WO 2010/017014) "Polymeric, degradable drug-eluting stents and coatings" by Schmitz, Behrend, Sternberg, Grabow, Martin and Williams, published February 11, 2010.

Schedule 6
FOREIGN PATENTS

1. EP 1 212 052 B1 "Therapeutic uses of polymers and oligomers comprising gamma-hydroxybutyrate" by Williams and Martin, issued April 13, 2005. (Jointly owned with Metabolix.)
2. EP 1 216 067 B1 "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation and viscosupplementation" by Williams and Martin, issued April 19, 2006.
3. Australian Patent No. 780953 "Flushable disposable polymeric products" by Williams, issued April 28, 2005.
4. Australian Patent No. 781201 "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation, and viscosupplementation" by Williams and Martin, issued May 12, 2005.
5. Australian Patent No. 783104 "Therapeutic uses of polymers and oligomers comprising gamma-hydroxybutyrate" by Williams and Martin, issued January 5, 2006. (Jointly owned with Metabolix.)
6. Australian Patent No. 2004238229 "Polyhydroxyalkanoate medical textiles and fibers" by Rizk, Ahuja, Williams and Martin, issued October 25, 2007.
7. Australian Patent No. 2004242432 "Bioabsorbable, biocompatible polymers for tissue engineering" by Williams, issued October 18, 2007.
8. Australian Patent No. 2004257701 "Poly-4-hydroxybutyrate matrices for sustained drug delivery" by Hasirci and Keskin, issued January 4, 2008.
9. Canadian Patent No. 2,382,599 "Flushable disposable polymeric products" by Williams, issued November 11, 2005.
10. Canadian Patent No. 2,383,011 "Therapeutic uses of polymers and oligomers comprising gamma-hydroxybutyrate" by Williams and Martin, issued July 22, 2008.
11. Canadian Patent No. 2,531,833 "Poly-4-hydroxybutyrate matrices for sustained drug delivery" by Hasirci and Keskin, issued October 20, 2009.
12. Australian Patent No. 2004268560 "Polyhydroxyalkanoate nerve regeneration devices" by Mohanna, Terenghi, and Martin, issued December 4, 2008.
13. Canadian Patent No. 2,383,054 "Polyhydroxyalkanoate compositions for soft tissue repair, augmentation, and viscosupplementation" by Williams and Martin, issued December 8, 2009.