

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PearlDiver Technologies, Inc.		04/20/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Musculoskeletal Transplant Foundation, Inc.		
<b>Street Address:</b>	125 May Street, Suite 300		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08837		
<b>Entity Type:</b>	non-profit corporation: DISTRICT OF COLUMBIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3721955	AMNIOCLEAR	
<b>Registration Number:</b>	3721952	AMNIOCLEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)609-6921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 609 6800		
<b>Email:</b>	mboyce@mccarter.com		
<b>Correspondent Name:</b>	McCarter & English LLP-Gary H. Fechter		
<b>Address Line 1:</b>	100 Mulberry Street		
<b>Address Line 2:</b>	Four Gateway Center		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>ATTORNEY DOCKET NUMBER:</b>	96554/42 GHF 2807		
<b>NAME OF SUBMITTER:</b>	Gary H. Fechter		
<b>Signature:</b>	/ghf/		

CH \$65.00 3721955

Date:

04/26/2011

**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (hereinafter referred to as this "**Agreement**") dated as of the 20<sup>th</sup> day of April, 2011, by and between **PEARLDIVER TECHNOLOGIES, INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "**PDT**"), and **MUSCULOSKELETAL TRANSPLANT FOUNDATION, INC.**, a non-profit corporation organized and existing under the laws of the District of Columbia (hereinafter referred to as "**MTF**").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Secured Note Purchase Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**") by and between PDT and MTF, MTF is willing to make certain financial accommodations for the benefit of PDT pursuant to the terms and conditions thereof;

**WHEREAS**, pursuant to the Note Purchase Agreement, PDT is required to execute and deliver this Agreement to MTF;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned PDT hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. **Grant of Security Interest.** PDT hereby grants to MTF a continuing first priority security interest in all of PDT's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (hereinafter referred to, collectively, as the "**Trademark Collateral**"): (i) all Trademarks in any manner directly or indirectly relating to or arising from the Business, including, without limitation, those referred to on **Schedule I** hereto; (ii) all reissues, continuations or extensions of the foregoing; (iii) any and all licenses with respect to any of the foregoing; (iv) all goodwill of the business connected with the use of, and symbolized by the foregoing; and (v) all products and proceeds of the foregoing, including any claim by PDT against third parties for past, present or future infringement or dilution of any of the foregoing, or injury to the goodwill associated with any of the foregoing.

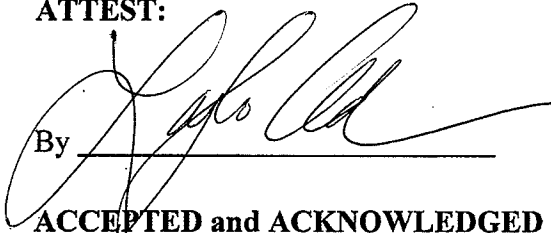
3. **Security for Obligations.** This Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to MTF pursuant to the Note Purchase Agreement. PDT hereby acknowledges and affirms that the rights and remedies of MTF with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** If PDT shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. PDT shall give prompt notice in writing to MTF with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting PDT's obligations under this Section 4, PDT hereby authorizes MTF unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of PDT. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from MTF's continuing security interest in all Collateral, whether or not listed on Schedule I.

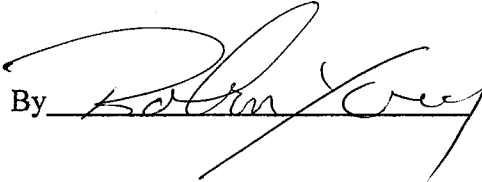
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the one the same instrument.

IN WITNESS WHEREOF, PDT has executed this Agreement as of the date first above-written.

ATTEST:

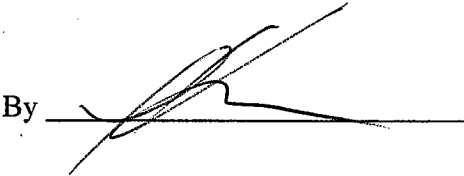
By 

PEARLDIVER TECHNOLOGIES, INC.

By 

ACCEPTED and ACKNOWLEDGED by:

ATTEST:

By 

MUSCULOSKELETAL TRANSPLANT  
FOUNDATION, INC.

By 

**SCHEDULE 1**

**TRADEMARKS**

1. AMNIOCLEAR (stylized), serial no. 77735321, filed September 22, 2009; registration no. 3721955, registered December 8, 2009.
2. AMNIOCLEAR, serial no. 77735305, filed May 12, 2009; registration no. 3721952, registered December 8, 2009.