

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation (successor-in-interest to Transamerica Business Credit Corporation)		04/23/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Lifecell Corporation
Street Address:	One Millennium Way
City:	Branchburg
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75935657	CYMETRA
Serial Number:	75545155	MICRONIZED ALLODERM
Serial Number:	75696216	VESTRIX
Serial Number:	75637233	NEODURA
Serial Number:	74307821	ALLODERM
Serial Number:	73722242	LIFECELL PROCESS
Serial Number:	73633487	LIFECELL

CORRESPONDENCE DATA

Fax Number: (973)422-6423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dsierchio@lowenstein.com
 Correspondent Name: Lowenstein Sandler PC
 Address Line 1: 65 Livingston Avenue

CH \$190.00 75935657

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:

11240/150

NAME OF SUBMITTER:

Daniel D. Sierchio

Signature:

/Daniel D. Sierchio/

Date:

05/01/2008

Total Attachments: 8

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RELEASE OF SECURITY INTEREST

This Agreement is entered into this 23rd day of April 2008 ("Effective Date"), between General Electric Capital Corporation (successor-in-interest to Transamerica Business Credit Corporation), a Delaware corporation ("Assignor") and Lifecell Corporation, a Delaware corporation ("Assignee").

RECITALS

A. Assignee was a technology finance asset of Transamerica Business Credit Corporation ("TBCrC"), and the technology finance assets of TBCrC were transferred to Transamerica Business Capital Corporation ("TBCC");

B. On January 14, 2004, Assignor acquired most of the commercial lending business of Transamerica Finance Corporation, including all of the assets of TBCrC and TBCC.

C. As such, Assignor has a security interest in and to the intellectual property owned or licensed by Assignee that includes the patents, patent applications and registered and unregistered trademarks set forth in Attachment A hereto, and any goodwill and common law rights in the registered and unregistered trademarks, and in all national phase, divisional and continuing patent applications filed in the United States or in any other countries, based in whole or in part on the patents and patent applications described in Attachment A hereto, and all patents granted upon said application (collectively, the "Intellectual Property").

D. Assignor desires to release its security interest in and to the Intellectual Property.

Therefore, in consideration of these Recitals, any sums to be paid, any rights granted, and the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to the following:

1. ASSIGNMENT

1.1 Assignor hereby transfers to Assignee the Assignor's security interest in and to the Intellectual Property, and the inventions described therein for the United States of America, including any and all divisional, continuation, continuation-in-part, reissues, and extensions, and all foreign counterparts including all foreign related patents, patent applications, and divisional applications thereof.

2. ASSIGNOR'S REPRESENTATIONS

2.1 Assignor makes no representations, warranties or other assurances of any kind. In particular, there are no express or implied warranties: (i) of merchantability or fitness for a particular purpose; or (ii) that use of the technology or inventions claimed or embodied in the applicable Intellectual Property and the inventions described therein do not infringe any existing patents or other intellectual property rights. In addition, nothing in this Agreement may be deemed to be a representation or warranty by Assignor of the validity of any patents and/or

patent applications or the accuracy, safety, efficacy, or usefulness, for any purpose, of the patents and/or patent applications in Attachment A. Assignor has no obligation, express or implied, to supervise, monitor, review or otherwise assume responsibility for the production, manufacture, testing, marketing or sale of any product or service. Assignor has no liability whatsoever to assignee, or any third parties, for or on account of any injury, loss, or damage, of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon Assignee or any other person or entity, arising out of or in connection with or resulting from:

- (a) the production, use, practice, lease, or sale of any product or service;
- (b) the use of the rights granted to Assignee herein; or
- (c) any advertising or other promotional activities with respect to any of the foregoing.

3. MISCELLANEOUS

3.1 This Agreement is entered into in the State of New York and must be interpreted in accordance with and its performance governed by the laws of the State of New York without reference to its conflicts of laws provisions.

3.2 The undersigned hereby grant the firm of [INSERT BORROWER'S LAW FIRM THAT WILL RECORD THIS DOCUMENT], the power to insert in this Agreement any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Agreement.

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4 - Entire Understanding

4.1 This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof, and is not subject to any change or modification except by the execution of a written instrument subscribed to by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Assignor:

GENERAL ELECTRIC CAPITAL CORPORATION (successor-in-interest to
TRANSAMERICA BUSINESS CREDIT CORPORATION)

By: Anthony J. Storina

Name: ANTHONY J. STORINA

Title: Duly Authorized Signatory

Date: April 23, 2008

Assignee:

LIFECCELL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

State of Connecticut

County of Fairfield

Before me this 23rd day of April 2008, personally appeared ANTHONY STORINO
to me personally known to be the person who is/are described in and who executed the above
instrument, and he/they acknowledged to me that he/they executed the same of his/their own free
will for the purposes therein set forth.

My Commission Expires:

Helene Kramer

Notary Public

HELENE KRAMER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2010

Attachment A

[LIST OF PATENTS (SCHEDULE A) AND TRADEMARKS (SCHEDULE B) ATTACHED]

SCHEDULE A

PATENTS

Patent No./ Application No.	Title	Issue Date/ Publication Date/ Filing Date
07/581,584	METHOD FOR CRYOPREPARATION AND DRY STABILIZATION OF VACCINES AND VIRUSES	09-12-1990
07/709,504	METHOD AND APPARATUS FOR CRYOPREPARATION DRY STABILIZATION AND REHYDRATION OF BIOLOGICAL SUSPENSIONS	06-03-1991
07/835,138	METHOD FOR PROCESSING AND PRESERVING COLLAGEN-BASED TISSUES FOR TRANSPLANTATION	02-12-1992
5,336,616	METHOD FOR PROCESSING AND PRESERVING COLLAGEN-BASED TISSUES FOR TRANSPLANTATION	08-09-1994
5,364,756	METHOD OF CRYOPRESERVING A SUSPENSION OF BIOLOGICAL MATERIAL	11-15-1994
08/227,264	METHOD FOR PROCESSING AND PRESERVING COLLAGEN-BASED TISSUES FOR TRANSPLANTATION	04-13-1994
08/759,801	METHOD FOR PROCESSING AND PRESERVING COLLAGEN-BASED TISSUES FOR TRANSPLANTATION	12-03-1996
5,622,867	PROLONGED PRESERVATION OF BLOOD PLATELETS	04-22-1997
08/291,340	METHOD AND APPARATUS FOR CRYOPREPARATION, DRY STABILIZATION AND REHYDRATION OF BIOLOGICAL SUSPENSIONS	08-17-1994
5,780,295	APPARATUS FOR CRYOPREPARATION, DRY STABILIZATION AND REHYDRATION OF BIOLOGICAL SUSPENSIONS	07-14-1998
60/002,882	RECONSTITUTED SKIN	
09/029,179	RECONSTITUTED SKIN	
6,221,669	PROLONGED PRESERVATION OF BLOOD PLATELETS	04-24-2001
08/600,816	PROLONGED PRESERVATION OF BLOOD PLATELETS	
5,919,614	COMPOSITION COMPRISING THREE PLATELET LESION INHIBITORS FOR PLATELET STORAGE	07-06-1999
60/075,472	METHOD OF PROCESSING AND PRESERVING COLLAGEN-BASED TISSUES	
60/089,865	PARTICULATE ACELLULAR TISSUE	
6,194,136	CRYOPROTECTIVE SOLUTIONS COMPRISING DMSO, PG, 2,3-BUTANEDIOL, RAFFINOSE AND PVP	02-27-2001
4,510,169	METHOD AND APPARATUS FOR CRYOPREPARING BIOLOGICAL TISSUE FOR ULTRASTRUCTURAL ANALYSIS	04-09-1985
08/038,038	QUICK RELEASE FLANGE	
5,201,746	SURGICAL HEMOSTATIC CLIP	04-13-1993
07/777,083		10-16-1991

4,619,257	APPARATUS AND METHOD FOR CRYOPREPARING CORNEAL TISSUE FOR SURGICAL PROCEDURES	10-28-1986
4,676,070	APPARATUS AND METHOD FOR CRYOPREPARING BIOLOGICAL TISSUE	06-30-1987
4,707,998	APPARATUS AND METHOD FOR ULTRARAPID COOLING OF BIOLOGICAL SAMPLES	11-24-1987
4,799,361	METHOD FOR CRYOPREPARING BIOLOGICAL TISSUE FOR ULTRASTRUCTURAL ANALYSIS	01-24-1989
4,742,690	APPARATUS AND METHOD FOR CRYOPREPARING BIOLOGICAL TISSUE FOR ULTRASTRUCTURAL ANALYSIS	05-10-1988
4,745,771	APPARATUS AND METHOD FOR CRYOPREPARING BIOLOGICAL TISSUE FOR ULTRASTRUCTURAL ANALYSIS	05-24-1988
08/102,395	SULFONAMIDE RESISTANCE GENES AND THEIR USE	06-23-1995
5,044,165	CRYO-SLAMMER	09-03-1991
4,865,871	METHOD FOR CRYOPREPARING BIOLOGICAL TISSUE	09-12-1989
5,024,830	METHOD FOR CRYOPREPARING BIOLOGICAL TISSUE FOR ULTRASTRUCTURAL ANALYSIS	06-18-1991
D323,895	DESIGN PATENT FOR CRYO SLAMMER FOR COOLING TISSUE SAMPLES	
4,964,280	METHOD AND APPARATUS FOR CRYOPREPARING BIOLOGICAL TISSUE	10-23-1990
5,154,007	METHOD AND APPARATUS FOR CRYOPREPARING BIOLOGICAL TISSUE	10-13-1992
6,381,026	METHOD OF MEASURING THE CONTOUR OF A BIOLOGICAL SURFACE	04-30-2002
09/623,846	CRYOPRESERVATION OF HUMAN RED BLOOD CELLS	09-07-2000
09/622,687	N/A	N/A

SCHEDULE B

TRADEMARKS

Trademark	Application No.
Cymetra	75/935,657
Micronized Alloderm	75/545,155
Vestrix	75/696,216
Neodura	75/637,233
Alloderm	74/307,821
Lifecell Process	73/722,242
Lifecell	73/633,487