

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Security Agreement
-----------------------	--------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIFECCELL CORPORATION		05/19/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
Internal Address:	Charlene Wright-Jones Agency Management. IL 1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75935657	CYMETRA
Serial Number:	75742624	REPLIFORM
Serial Number:	75545155	MICRONIZED ALLODERM
Serial Number:	74307821	ALLODERM
Serial Number:	73633487	LIFECCELL
Serial Number:	76521792	ALLODERM GBR
Serial Number:	77169056	STRATTICE
Serial Number:	77291946	CONEXA
Serial Number:	77240656	METAGEN

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511

OP \$240.00 75935657

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

33363

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

05/29/2008

Total Attachments: 9

source=33363#page1.tif

source=33363#page2.tif

source=33363#page3.tif

source=33363#page4.tif

source=33363#page5.tif

source=33363#page6.tif

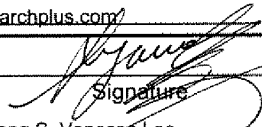
source=33363#page7.tif

source=33363#page8.tif

source=33363#page9.tif

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): LIFECELL CORPORATION</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A.</u> Internal <u>Charlene Wright - Jones</u> Address: <u>Agency Management, IL1-231-10-41</u></p> <p>Street Address: <u>231 S. LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60604</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>05/19/2008</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Schedule 1 Attached Hereto</p> <p>B. Trademark Registration No.(s) See Schedule 1 Attached Hereto</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Penelope J. A. Agodoa</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>IP Research Plus, Inc.</u> <u>21 Tadcaster Circle</u></p> <p>City: <u>Waldorf</u> State: <u>MD</u> Zip: <u>20602</u></p> <p>Phone Number: <u>301-638-0511</u> Fax Number: <u>866-826-5420</u> Email Address: <u>penelope@ipresearchplus.com</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: _____ <u>05/28/08</u> _____ Date</p> <p style="text-align: center;"> _____ Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, LifeCell Corporation, a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, KINETIC CONCEPTS, INC. (the "**Borrower**"), the Lenders party thereto, and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, are parties to a Credit Agreement dated as of May 19, 2008 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) the Guarantee and Security Agreement dated as of May 19, 2008 (as amended, supplemented and/or otherwise modified from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain Secured Obligations (as defined in the Credit Agreement) and secured such Guarantee and its other Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (*provided* that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business

connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Security Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

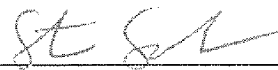
THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES

DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LOAN PARTY, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY OTHER PARTY HERETO OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27 day of May, 2008.

LIFECELL CORPORATION

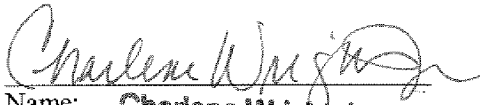
By: 
Name: STEVEN Sobirski
Title: SVP & CFO

[Signature Page to LifeCell Trademark Security Agreement]

TRADEMARK
REEL: 003786 FRAME: 0182

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: **Charlene Wright-Jones**
Title: **Assistant Vice President**

[Signature Page to LifeCell Trademark Security Agreement]

TRADEMARK
REEL: 003786 FRAME: 0183

**Schedule 1
to Trademark
Security Agreement**

LIFECELL CORPORATION

TRADEMARK REGISTRATIONS

TRADEMARK	FILE NO.	FILE DATE	REG. NO.	REG. DATE	COUNTRY
CYMETRA	75/935,657	3/3/2000	2,541,467	2/19/2002	US
CYMETRA	002760312	6/25/2002	002760312	12/16/2003	EU
CYMETRA	40-2002- 27776	6/17/2002	565452	11/14/2003	SOUTH KOREA
CYMETRA	558069	7/25/2002	766660	10/31/2002	MEXICO
REPLIFORM	75/742,624	6/30/1999	2,632,229	10/8/2002	US
REPLIFORM	002760171	6/25/2002	002760171	10/30/2003	EU
MICRONIZED ALLODERM	75/545,155	8/31/1998	2,423,820	1/23/2001	US
MICRONIZED ALLODERM	000923433	9/3/1998	000923433	2/28/2000	EU
ALLODERM	74/307,821	8/24/1992	1,782,561	7/20/1993	US
ALLODERM	2127353	1/22/1998	1821929	3/15/2001	ARGENTINA
ALLODERM	753136	1/21/1998	753136	5/13/1999	AUSTRALIA
ALLODERM	820458368	1/21/1998	820458368	6/27/2000	BRAZIL
ALLODERM	1216326	5/11/2004	631,484	1/28/2005	CANADA
ALLODERM	418492	6/24/1998	530828	12/28/1998	CHILE
ALLODERM	10557	2/6/1998	1302089	8/7/1999	CHINA
ALLODERM	98/032556	6/8/1998	259856	2/19/2002	COLOMBIA
ALLODERM	000446831	1/8/1997	000446831	2/15/2001	EU
ALLODERM	4796/98	1/22/1998	4372433	3/31/2000	JAPAN
ALLODERM	320439	1/22/1998	577248	5/25/1998	MEXICO
ALLODERM	87003447	1/22/1998	857267	7/1/1999	TAIWAN
ALLODERM	1998-011053	6/16/1998	P-225934	10/8/1999	VENEZUELA
LIFECELL	73/633,487	12/3/1986	1,475,428	2/2/1988	US
LIFECELL	1161685	2/15/2007	1161685	9/17/2007	AUSTRALIA
LIFECELL	872,865	3/28/1998	TMA572,574	1/2/2003	CANADA
LIFECELL	000548354	5/28/1997	000548354	8/13/1999	EU
LIFECELL	554590	7/2/2002	788417	4/28/2003	MEXICO

602957.01-Chicago Server 1A - MSW

**TRADEMARK
REEL: 003786 FRAME: 0184**

ALLODERM GBR	76/521,792	6/10/2003	2,880,996	9/7/2004	US
ALLODERM GBR	1,337,824	2/26/2007	TMA712503	4/22/2008	CANADA
ALLODERM GBR	005739529	2/19/2007	005739529	2/12/2008	EU
STRATTICE	77/169,056	4/30/2007	3,423,844	5/6/2008	US
STRATTICE	1203843	10/9/2007	1203843	2/26/2008	AUSTRALIA
STRATTICE	61572/2007	10/18/2007	567150	2/12/2008	SWITZERLAND

U.S. TRADEMARK APPLICATIONS

TRADEMARK	FILE NO.	FILE DATE	COUNTRY
CYMETRA	824706374	7/23/2002	BRAZIL
LIFECCELL	824700341	7/18/2002	BRAZIL
CONEXA	77/291,946	9/28/2007	US
CONEXA	1220985	1/23/2008	AUSTRALIA
CONEXA	1,381,409	1/23/2008	CANADA
CONEXA	50899/2008	1/23/2008	SWITZERLAND
CONEXA	006637169	1/23/2008	EU
CONEXA	2008-10656	2/15/2008	JAPAN
CONEXA	782982	1/22/2008	NEW ZEALAND
STRATTICE	1,368,387	10/15/2007	CANADA
STRATTICE	006387591	10/8/2007	EU
STRATTICE	2007-110645	10/30/2007	JAPAN
STRATTICE	777198	10/8/2007	NEW ZEALAND
METAGEN	77/240,656	7/27/2007	US
METAGEN	1220992	1/23/2008	AUSTRALIA
METAGEN	1,381,410	1/23/2008	CANADA
METAGEN	50900/2008	1/23/2008	SWITZERLAND
METAGEN	006637151	1/23/2008	EU
METAGEN	2008-5315	1/28/2008	JAPAN
METAGEN	782980	1/22/2008	NEW ZEALAND

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
Distributor Agreement (as amended by Amendment to Distributor Agreement)	LifeCell Corporation/ BioHorizons, Inc.	August 8, 2000 (as amended August 8, 2003)	Distribution of LifeCell products
Distribution Agreement (as amended by Amendment to 602957.01-Chicago Server 1A - MSW)	LifeCell Corporation/ Boston Scientific	March 5, 1999 (as amended January 3,	Distribution of LifeCell products

Distribution Agreement, Amendment No. 2 to Distribution Agreement and Amendment No. 3 to Distribution Agreement) Amended and Restated Distribution Services Agreement	Corporation	2000, January 14, 2002, and February 3, 2003)	
	LifeCell Corporation/ Stryker Spine Division of Howmedica Osteonics Corp.	March 9, 2005	Distribution of LifeCell products
Supply and Development Agreement (as amended by certain Letter Agreements)	LifeCell Corporation/ Wright Medical Technology Inc.	April 1, 2002 (as amended January 14, 2003, February 25, 2003, May 9, 2003, July 18, 2003, March 4, 2004, and April 22, 2005)	Distribution of LifeCell products
Exclusive Distribution Agreement	LifeCell Corporation/ Tornier, Inc.	March 28, 2008	Distribution of LifeCell products