

TRADEMARK ASSIGNMENT

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<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>
CorMatrix Cardiovascular, Inc.		06/06/2012	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synovus Bank		
<b>Street Address:</b>	5100 Lavista Road		
<b>City:</b>	Tucker		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30084		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3658620	ECM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738675		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(404) 873-8674		
<b>Email:</b>	steve.coursey@agg.com		
<b>Correspondent Name:</b>	R. Stevan Coursey		
<b>Address Line 1:</b>	A small Golden Gregory LLP		
<b>Address Line 2:</b>	171 17th Street NW, Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	26974.19		
<b>NAME OF SUBMITTER:</b>	R. Stevan Coursey		
<b>Signature:</b>	/R. Stevan Coursey/		

CH \$40.00 3658620

Date:

07/12/2012

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into, as of June 6, 2012, by CORMATRIX CARDIOVASCULAR, INC., a Georgia corporation ("Borrower"), CORMATRIX CARDIAC, LLC, a Georgia limited liability company ("Cardiac"), CORMATRIX VALVE, LLC, a Georgia limited liability company ("Valve"), and CORMATRIX HF, LLC, a Georgia limited liability company ("HF") (Borrower, Cardiac, Valve and HF are each individually, a "Grantor", and collectively, the "Grantors"), to SYNOVUS BANK ("Bank").

RECITALS

I. Bank has made certain loans to Borrower, which loans are more specifically evidenced by that certain Revolving Credit Agreement executed by and between Borrower and Bank of even date hereof (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Credit Agreement", and together with any and all other documents related thereto or described therein, hereinafter collectively referred to as the "Loan Documents"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

II. Pursuant to the terms of the Loan Documents, Grantors are required to secure the Secured Obligations (as defined below) with the grant of the security interest herein contained.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby represent and warrant, and the parties hereto agree, as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Secured Obligations, both now existing and hereafter arising, and each Grantor's other existing and future representations, warranties and covenants under the Loan Documents, each Grantor grants and pledges to Bank, for its benefit and the benefit of the other Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits "A", "B" and "C" attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. As used herein, "Intellectual Property Collateral" means all of each Grantor's right, title and interest in and to its intellectual property, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to such Grantor now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter

existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; "Secured Obligations" shall mean (i) all Obligations of Grantors under the Credit Agreement, the Guaranty Agreement and the other Loan Documents (whether for principal, interest, fees, expenses, indemnity or reimbursement payments, or otherwise), (ii) all Treasury Management Obligations of Grantors, monetary or otherwise, owed to Bank or any of its Affiliates, (iii) all obligations of Grantors, monetary or otherwise, pursuant to any Hedging Transaction incurred to limit interest rate or fee fluctuation with respect to the Loans entered into with Bank or any of its Affiliates, (iv) all renewals, extensions, refinancings and modifications thereof, and (v) all reasonable costs and expenses incurred by Bank in connection with the exercise of its rights and remedies hereunder (including reasonable attorneys' fees). Where the context requires, any Affiliate of Bank which is party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans shall be deemed to be the "Bank" for purposes of this Agreement and such Affiliate shall only be required to be an Affiliate of Bank at the time the relevant Hedging Transaction is entered into in order for such Hedging Transaction to be eligible to be designated as a "Secured Obligation"; "Secured Parties" shall mean, collectively, Bank, the Specified Hedge Providers and the Specified Bank Product Providers; "Specified Bank Product Provider" shall mean Bank or any Affiliate of Bank to which any Loan Party owes (i) Treasury Management Obligations or (ii) Bank Product Obligations; and "Specified Hedge Provider" shall mean Bank or any Affiliate of Bank which is a party to a Hedging Transaction entered into to limit interest rate or fee fluctuations with respect to the Loans.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Security Agreement and the other Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Credit Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the "Code") as being available to a "Bank" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Credit Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Credit Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies. Notwithstanding anything to the contrary in this Agreement or the other Loan Documents, in all circumstances, Bank shall not exercise its rights and remedies with respect to that certain License Agreement dated November 16, 2001, between Borrower and Purdue Research Foundation, in contravention with the terms of that certain Collateral Assignment of License Agreement dated of even date

herewith between Borrower, Bank and Purdue Research Foundation.

3. Term. The Loan Documents and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the other Loan Documents, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make credit extensions under the Credit Agreement, Grantors' obligations under this Agreement shall remain in full force and effect for so long as any Secured Obligations are outstanding (except to the extent such Secured Obligations consist solely of inchoate indemnity obligations, Treasury Management Obligations and Hedging Obligations). The occurrence of an event which under the Credit Agreement constitutes an Event of Default shall be an Event of Default hereunder.

4. Registered Intellectual Property. Grantors represent and warrant that Exhibits "A", "B", and "C" attached hereto set forth any and all intellectual property rights which Grantors have registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which any Grantor obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice of all New IP that is registered (or for which an application for registration has been made) promptly after the acquisition of same, but in any event not less frequently than once per year. Each Grantor hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Each Grantor agrees that Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Grantors' respective rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Each Grantor irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in the name of such Grantor, the Secured Parties or otherwise, for the sole use and benefit of the Secured Parties, but at such Grantor's expense, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Each Grantor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in

Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Each Grantor further consents to and ratifies the filing of such duplicate originals and financing statements prior to the date of this Agreement. Grantors shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may reasonably request in form and substance reasonably satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's or any Secured Party's rights and obligations under the Credit Agreement and the other Loan Documents will succeed to Bank's and such Secured Party's rights under this Agreement and (iv) any notices or consents required or permitted by this Agreement shall be given, delivered, and deemed delivered in the same manner and at the same addresses as set forth in the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(Signature on following page)

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed under seal with authority duly obtained, as of the date first written above.

CORMATRIX CARDIOVASCULAR, INC., a  
Georgia corporation

By:   
Name: David B. Camp  
Title: Chief Executive Officer

[CORPORATE SEAL]

CORMATRIX CARDIAC, LLC, a Georgia limited  
liability company

By:  (SEAL)  
Name: David B. Camp  
Title: Chief Executive Officer

CORMATRIX VALVE, LLC, a Georgia limited  
liability company

By:  (SEAL)  
Name: David B. Camp  
Title: Chief Executive Officer

CORMATRIX HF, LLC, a Georgia limited liability  
company

By:  (SEAL)  
Name: David B. Camp  
Title: Chief Executive Officer

EXHIBIT "A"

Copyrights

None.



EXHIBIT "B"

Patents and Patent Applications

<b>Title</b>	<b>Application Number / Patent Number</b>	<b>Application Date / Patent Issue Date</b>
Compositions and Methods for Preventing Cardiac Arrhythmia	12/707,427 N/A	February 17, 2010 N/A
Prosthetic Tissue Valve	12/875,727 N/A	September 3, 2010 N/A
Extracellular Matrix Compositions for Tissue Regeneration	13/033,053 N/A	February 23, 2011 N/A
Laminate Sheet Articles for Tissue Regeneration	13/033,102 N/A	February 23, 2011 N/A
Compositions for Preventing Cardiac Arrhythmia	13/480,140 N/A	May 24, 2012 N/A
Sterilized, Acellular Extracellular Matrix Compositions and Methods of Making Thereof	13/480,205 N/A	May 24, 2012 N/A
Extracellular Matrix Material Valve Conduit and Methods of Making Thereof	13/480,324 N/A	May 24, 2012 N/A
Extracellular Matrix Material Conduits and Methods of Making and Using Same	13/480,327 N/A	May 24, 2012 N/A

EXHIBIT "C"

Trademarks

Mark	International Class	Application No. / Registration No.	Application Date / Registration Date
ECM	010	77/163,136 3,658,620	April 23, 2007 July 21, 2009