

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIFECCELL CORPORATION	11/03/2009
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
Internal Address:	IL 1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61222691
Application Number:	61239237
Application Number:	12506839
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3016380511
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:	35175
NAME OF SUBMITTER:	Penelope J.A. Agodoa

OP \$120.00 61222691

501020755

**PATENT
REEL: 023545 FRAME: 0886**

Total Attachments: 6

source=35175#page1.tif

source=35175#page2.tif

source=35175#page3.tif

source=35175#page4.tif

source=35175#page5.tif

source=35175#page6.tif

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of 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 "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; 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 infringement of any Patent owned by the Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto);

provided that the Patent 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 Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent 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 Patent 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 Patent 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 Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 3rd day of November, 2009.

LIFECCELL CORPORATION

By: 

Name: John T. Bibb

Title: Assistant Secretary

Acknowledged:

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

By: 

Name:

Anthony W. Kell

Title:

Assistant Vice President

**Schedule 1
to Patent
Security Agreement**

U.S. PATENT APPLICATIONS

App. No.	App. Date	Title	Owner
61/222,691	7/2/2009	Device and Method for Treatment of Incision of Hernia	LifeCell
61/239,237	9/2/2009	Vascular Grafts Derived from Acellular Tissue Matrices	LifeCell
12/506,839	7/21/2009	Graft Materials for Surgical Breast Procedures	LifeCell

NON-U.S. PATENT REGISTRATIONS

COUNTRY CODE	APP. NO.	APP. DATE	PATENT NUMBER	PATENT DATE	TITLE	OWNER
DE	99930433	6/18/1999	1087756	8/5/2009	Particulate Acellular Tissue Matrix	LifeCell
ES	99930433	6/18/1999	1087756	8/5/2009	Particulate Acellular Tissue Matrix	LifeCell
FR	99930433	6/18/1999	1087756	8/5/2009	Particulate Acellular Tissue Matrix	LifeCell
GB	99930433	6/18/2009	1087756	8/5/2009	Particulate Acellular Tissue Matrix	LifeCell
CA	2,332,986	5/26/1999	2,332,986	9/8/2009	Cryopreservation of Human Red Blood Cells	LifeCell

NON-U.S. PATENT REGISTRATIONS

NAME OF AGREEMENT	PARTIES LICENSOR/LICENSEE	DATE OF AGREEMENT	SUBJECT MATTER
License Agreement	Revivicor, Inc./LifeCell Corporation	9/4/2009	Certain IP related to genetically modified pigs
Amendment No. 1 to Exclusive License Agreement	ZymeQuest, Inc./LifeCell Corporation	9/4/2009	Confidential subject matter