

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
ReGen Biologics, Inc.	10/02/2009
RECEIVING PARTY DATA	
Name:	Sanderling Management Company LLC
Street Address:	400 S. El Camino Real
Internal Address:	Suite 1200
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
PROPERTY NUMBERS Total: 19	
Property Type	Number
Application Number:	10880559
Application Number:	11348467
Application Number:	11501235
Patent Number:	5108438
Patent Number:	5258043
Patent Number:	5263984
Patent Number:	5306311
Patent Number:	5326350
Patent Number:	5376376
Patent Number:	5512291
Patent Number:	5571181
Patent Number:	5624463
Patent Number:	5674290
Patent Number:	5677284

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PATENT
REEL: 024640 FRAME: 0249

CH \$760.00 10880559

Patent Number:	5735902
Patent Number:	5800542
Patent Number:	5928252
Patent Number:	6350274
Patent Number:	RE36370

CORRESPONDENCE DATA

Fax Number: (703)770-7901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7037707617

Email: monique.logan@pillsburylaw.com

Correspondent Name: Monique Logan (for Emily Bell)

Address Line 1: P.O. Box 10500

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	522024-0000005
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NAME OF SUBMITTER:	Monique N. Logan
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Total Attachments: 3

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
9164481397	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CAL TITLE-SEARCH, INC. 1005 12TH ST. STE E SACRAMENTO CA 95814	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:56 PM 10/02/2009
INITIAL FILING # 2009 3166912

SRV: 090905768

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME REGEN BIOLOGICS, INC.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 411 HACKENSACK AVENUE		CITY HACKENSACK	STATE NJ	POSTAL CODE 07601
			COUNTRY US	
1e. TYPE OF ORGANIZATION CORPORATION		1f. JURISDICTION OF ORGANIZATION DE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SANDERLING MANAGEMENT COMPANY, LLC, AS COLLATERAL AGENT				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 400 S. EL CAMINO REAL, SUITE 1200		CITY SAN MATEO	STATE CA	POSTAL CODE 94402
				COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA				

DE-Secretary of State

DEBTOR: REGEN BIOLOGICS, INC.

EXHIBIT A
COLLATERAL DESCRIPTION ATTACHMENT
TO UCC FINANCING STATEMENT

Subject to the proviso set forth below, all personal property of Issuer (herein referred to as "Debtor", "Issuer", "Borrower"), whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including all intellectual property, licenses, payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the New York Uniform Commercial Code, as amended or supplemented from time to time;

provided, however, that the foregoing collateral description and the collateral pledged pursuant to this Agreement shall not include the following (the "Zimmer Collateral"):

The intellectual property of Borrower, rights in which shall constitute Collateral (as defined in that certain Intellectual Property Security Agreement, dated March 14, 2000, as amended or supplemented (the "Zimmer Security Agreement"), and shall consist of all of Borrower's right and title to, and interest in, any copyrights, patents and trademarks (including without limitation those listed on Schedules A, B and C of the Zimmer Security Agreement), designs, mechanisms, processes, methods and instrumentation, which constitute, or directly relate to, the combination of Borrower's collagen meniscus implant product and the NeOsteo growth hormone, commonly known as "CMI-2".

The Zimmer Collateral shall not include (i) patent rights to the meniscus implant product without the NeOsteo growth hormone, commonly known as "CMI-1" or (ii) designs, mechanisms, processes, methods and instrumentation that constitute, or directly relate to, CMI-1.

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