

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
Revivacor, Inc.	12/22/2010
RECEIVING PARTY DATA	
Name:	LifeCell Corporation
Street Address:	One Millennium Way
City:	Branchburg
State/Country:	NEW JERSEY
Postal Code:	08876
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	10080713
Application Number:	11641644
Application Number:	10646970
Application Number:	11083393
CORRESPONDENCE DATA	
Fax Number:	(214)259-0910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-259-0935
Email:	darren.collins@snrdenton.com
Correspondent Name:	Darren W. Collins
Address Line 1:	2000 McKinney Ave., Suite 1900
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	11000044-1513
NAME OF SUBMITTER:	Darren W. Collins
Total Attachments: 6	

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PATENT
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EXHIBIT A TO SECOND AMENDMENT
TO LICENSE AGREEMENT

PATENT SECURITY AGREEMENT

THIS AGREEMENT is made this 22nd day of December, 2010 (the "Effective Date"), between Revivacor, Inc., a Delaware corporation having its principal place of business at 1700 Kraft Drive, Suite 2400, Blacksburg, Virginia 24060 ("Revivacor"), and LifeCell Corporation, a Delaware corporation having an office at One Millennium Way, Branchburg, New Jersey 08876 ("LifeCell").

Recitals:

Revivacor desires to obtain the prepayment of amounts (the "Prepayments") from LifeCell pursuant to that certain Services Agreement, with an effective date of September 4, 2009 (the "Services Agreement") and that certain Project Description No. 1, dated September 4, 2009 (the "Project Description"), and further in connection with the License Agreement between Revivacor and LifeCell with an effective date of September 4, 2009, as most recently amended on the Effective Date (the "License Agreement"). Capitalized terms that are used but not otherwise defined herein have the meanings given them in the License Agreement.

LifeCell is willing to make such Prepayments, provided that Revivacor executes this Agreement to secure Revivacor's continuing performance under the Services Agreement and the License Agreement (the "Obligations") until the earlier of: (a) Revivacor's performance in full of all Obligations that Revivacor is obligated under the Agreement to perform during the calendar year of 2011; or (b) Revivacor's repayment in cash of the entire remaining balance of unearned Prepayments, together with Revivacor's assurance to the reasonable satisfaction of LifeCell of Revivacor's economic viability and ability to continue to perform the Obligations.

NOW, THEREFORE, in consideration of the Prepayments, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Revivacor hereby agrees with LifeCell as follows:

1. To secure the prompt performance of the Obligations, Revivacor hereby grants, assigns and pledges to LifeCell, a continuing security interest in and lien upon all of the following property of Revivacor, whether now existing or hereafter created or acquired (the "Patent Collateral"):

(a) the entire right, title and interest of Revivacor in and to the patent applications and patents listed in Exhibit A attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Patents"); and

(b) All proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. Revivacor covenants with and warrants to LifeCell that:

(a) Revivacor is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens other than any lien created under this Agreement; and

(b) Revivacor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. If, before the Obligations shall have been satisfied in full, Revivacor shall obtain rights to any Revivacor Patents that are not listed on Exhibit A, the provisions of paragraph 1 shall automatically apply thereto, and Exhibit A shall be deemed automatically updated to reflect such new Revivacor Patents, and Revivacor shall give to LifeCell prompt notice thereof in writing.

4. Revivacor irrevocably authorizes and empowers LifeCell to modify this Agreement by amending Exhibit A to include any future patents and patent applications within the definition of Patents under paragraph 1 or paragraph 3 hereof.

5. Until such time as all of the Obligations shall have been satisfied finally and in full, upon and at any time after any material breach of the Services Agreement or License Agreement, which, if capable of cure, is not cured within 30 days after LifeCell's written notice to Revivacor (an "Event of Default"), LifeCell shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, LifeCell may, to the extent permitted by applicable law, take ownership of all right, title, and interest in and to the whole or any part of the Patent Collateral, free from any right of redemption on the part of Revivacor, which right Revivacor hereby waives and releases, but subject to any existing licenses granted by Revivacor to third parties, which licenses shall survive in accordance with their terms with all rights of Revivacor thereunder ascribing to the benefit of LifeCell as licensor.

6. Revivacor hereby makes, constitutes and appoints LifeCell, and any officer or agent of LifeCell as LifeCell may select, as Revivacor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur: to endorse Revivacor's name on all applications, documents, papers and instruments necessary for LifeCell to continue the maintenance of or to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Patent Collateral to any other Person. Revivacor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full.

7. At such time as all of the Obligations shall have been satisfied finally and in full, LifeCell shall execute and deliver to Revivacor, without representation, warranty or recourse and at

Revivacor's expense, all releases and other instruments necessary to terminate LifeCell's security interest in the Patent Collateral, subject to any disposition thereof which may have been made by LifeCell pursuant to the terms of this Agreement.

8. Revivacor shall use commercially reasonable efforts to detect any infringers of the Patents and shall notify LifeCell in writing of infringements detected. Revivacor shall use its commercially reasonable business judgment in determining whether to: prosecute any patent application for a Patent pending as of the date of this Agreement or thereafter until the Obligations shall have been performed in full; make application on unpatented but patentable inventions; file and prosecute opposition and cancellation proceedings; file and prosecute lawsuits to protect the Patents; and do any and all acts which are deemed necessary or desirable by Revivacor to preserve and maintain all rights in patent applications for the Patents. Any expenses incurred in connection with such an application or proceedings shall be borne by Revivacor. Revivacor shall not abandon any patent application or patent included in the Patents except in compliance with Section 7.2 of the License Agreement.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, after the occurrence of an Event of Default, LifeCell shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Patents or license hereunder, in either of which events Revivacor shall execute any and all proper documents required by LifeCell in aid of such enforcement or defense.

10. If Revivacor fails to comply with any of its obligations hereunder, then to the extent permitted by applicable law, LifeCell may do so in Revivacor's name or in LifeCell's name, in LifeCell's sole discretion, but at Revivacor's expense, and Revivacor agrees to reimburse LifeCell in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by LifeCell in prosecuting (but not enforcing) or maintaining the Patents or LifeCell's interest therein pursuant to this Agreement.

11. No course of dealing between Revivacor and LifeCell, nor any failure to exercise, nor any delay in exercising, on the part of LifeCell, any right, power or privilege hereunder or under any of the agreements between the parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

12. All of LifeCell's rights and remedies with respect to the Patent Collateral, whether established by this Agreement, the License Agreement, or the Services Agreement, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement, together with the License Agreement and the Services Agreement, constitute and express the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in paragraph 4 hereof.

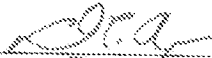
15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of LifeCell and upon the successors of Revivacor. Revivacor shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of LifeCell.

16. Revivacor hereby waives notice of LifeCell's acceptance hereof.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

REVIVICOR, INC.

By: 
Name: David L. Ayares
Title: CEO

Accepted:

LIFECCELL CORPORATION

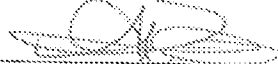
By: 
Name: Adam Rasmussen
Title: VP, Commercial Development & Licensing

EXHIBIT A

Patents

Genetic modification of somatic cells and uses thereof	10/080,713	Pend
Genetic modification of somatic cells and uses thereof	11/641,644	Pend
Genetic modification of somatic cells and uses thereof	AU 2008202720 (Div2)	Pend
Genetic modification of somatic cells and uses thereof	AU 29267/00	Granted
Genetic modification of somatic cells and uses thereof	CA 2,361,943	Pend
Genetic modification of somatic cells and uses thereof	EP 00907792.6	Allowed
Genetic modification of somatic cells and uses thereof	JP 2000-601905	Pend
Genetic modification of somatic cells and uses thereof	NZ 514620	Granted
Genetic modification of somatic cells and uses thereof	NZ 530425	Granted
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	10/646,970	Pend
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	AU 2003295322	Granted
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	CA 2,496,761	Pend
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	EP 03786304.5	Pend
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	JP 2004-539849	Pend
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	NZ 538464	Pend
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	NZ 562736 (DIV)	Allowed
Porcine animals lacking any expression of functional alpha 1,3 Galactosyltransferase	NZ 576646 (Div2)	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	11/083,393	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	AU 2005223617	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	CA 2,559,720	Pend

Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	CN 200580015470.4	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	EP 05732639.9	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	HK 07103852.4	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	JP 2007-304086	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	KR 10-2006-7021553	Pend
Tissue products derived from animals lacking any expression of functional alpha 1,3 galactosyltransferase	NZ 549953	Pend