

Form PTO-1595 (Rev. 06-12)  
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

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

**1. Name of conveying party(ies)**  
  
Organ Transport Systems, Inc.  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Heartland Capital Funding, LLC  
Internal Address: \_\_\_\_\_

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) Jan. 30, 2013  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Second Amended and Restated Security Agreement

Street Address: 2821 West 7th St., Suite200  
  
City: Ft. Worth  
State: Texas  
Country: USA Zip: 76107  
Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**  This document serves as an Oath/Declaration (37 CFR 1.63).  
A. Patent Application No. (s)  
  
12/535,103

B. Patent No. (s)  
  
6,677,150  
7,176,015  
Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Daniel D. Dinur  
Internal Address: Dinur and DeLuca, LLP  
  
Street Address: 6400 Powers Ferry Road, Suite 400  
  
City: Atlanta  
State: Georgia Zip: 30339  
Phone Number: 770-395-3170  
Docket Number: \_\_\_\_\_  
Email Address: Dan@dinurdelucalaw.com

**6. Total number of applications and patents involved:** 3  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 120.00  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Michael Holder  
Digitally signed by: B4CSA63F92AF40Z...

Signature \_\_\_\_\_ Date 1/30/2013

Michael B. Holder, President/CEO  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **17**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

# EXHIBIT A

## SECOND AMENDED AND RESTATED SECURITY AGREEMENT

### 1. Identification.

This Second Amended and Restated Security Agreement ("Agreement"), dated January 30, 2013, is entered into by and between Organ Transport Systems, Inc., a Nevada corporation ("Debtor") and Heartland Capital Funding, LLC, a Texas limited liability company ("Secured Party").

### 2. Recitals.

2.1 Secured Party purchased from Debtor a 13.5% Senior Secured Convertible Debenture dated June 11, 2012, as amended and modified by that certain Loan Modification Agreement dated October 29, 2012 (the "Debenture"), pursuant to which Debtor is indebted to Secured Party in accordance with the terms thereof in respect of a loan in the aggregate principal amount of \$850,000 (the "Loan").

2.2 The Debenture and the Loan are secured by: that certain Security Agreement dated June 11, 2012, by and between Debtor and Secured Party as amended, modified and restated by that certain Amended and Restated Security Agreement, dated October 29, 2012 (the "Existing Security Agreement"); an assignment of Patent Application No. 12/535,103 and of Patent Nos. 6,677,150 and 7,176,015, which assignment was dully effectuated by recordation and filing of a Recordation Form Cover Sheet for Patents Only (with attachments) with the United States Patent and Trademark Office ("USPTO") on June 13, 2012, and recorded in the USPTO assignment search room on reel and frame number 028391/0155, and on October 31, 2012, and recorded in the USPTO assignment search room on reel and frame number 029239/0486 (collectively, the "Patent Assignment"); and an assignment of Trademark Registration No. 3,554,518, which assignment was dully effectuated by recordation and filing of a Recordation Form Cover Sheet for Trademarks Only (with attachments) with the USPTO on June 13, 2012, and recorded in the USPTO assignment search room on reel and frame number 4803/0022, and on October 31, 2012, and recorded in the USPTO assignment search room on reel and frame number 4893/0649 (collectively, the "Trademark Assignment") (the Debenture, the Security Agreement, the Patent Assignment and the Trademark Assignment and all other documents, agreements or instruments evidencing, securing or relating to the Loan are hereinafter sometimes referred to as the "Existing Loan Documents").

2.3 Debtor desires to borrow \$150,000.00 of additional funds from Secured Party (the "Additional Funding;" the Loan and Additional Funding are collectively referred to as the "Modified Loan"), and Debtor and Secured Party have entered into a Second Loan Modification Agreement of even date herewith (the "Second Loan Modification Agreement") to reflect such additional borrowing amount. The Modified Loan is of economic benefit to Debtor.

2.4 In consideration of the Additional Funding and Modified Loan made by Secured Party to Debtor and as required by the Second Loan Modification Agreement, and as security for the performance by Debtor of its obligations under the Existing Loan Documents, Second Loan Modification Agreement, this Agreement and as security for the repayment of the Modified Loan and all other sums or obligations due from Debtor to Secured Party now, previously or hereafter existing or arising under the Existing Loan Documents, Second Loan Modification Agreement, this Agreement and

under any and all other documents, instruments or agreements now, previously or hereafter executed by or binding upon Debtor or executed by Debtor and Secured Party or otherwise (collectively, the "Obligations"), Debtor, for good and valuable consideration, receipt of which is acknowledged, has agreed to grant to Secured Party, a security interest in the Collateral (as such term is hereinafter defined) on the terms and conditions hereinafter set forth.

2.5 The following defined terms shall have the respective meanings as set forth in the Uniform Commercial Code in effect in the State of Texas on the date hereof and as may hereinafter be amended (the "UCC"): Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Payment Intangibles and Proceeds.

3. Grant of General Security Interest in Collateral.

3.1 As security for the Obligations of Debtor, Debtor hereby grants Secured Party, for the benefit of Secured Party, a security interest in the Collateral.

3.2 "Collateral" shall mean all of the following property, assets and rights of Debtor:

(A) All of Debtor's right, title and interest in, to and under all now owned or existing and hereafter acquired or arising patents and patent applications anywhere in the world, and including, without limitation, all patents and patent applications referred to on Schedule I hereto; together with any and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; all Accounts, General Intangibles, Instruments and Payment Intangibles arising from or related to any and all of the foregoing; and all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(B) All of Debtor's right, title and interest in, to and under all now owned or existing and hereafter acquired or arising trademarks, trademark licenses, trademark registrations and trademark applications and including, without limitation, each trademark, trademark license, trademark registration and trademark application referred to on Schedule II attached hereto; together with any and all goodwill related to any and all of the foregoing; all Accounts, General Intangibles, Instruments and Payment Intangibles arising from or related to any and all of the foregoing; and all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof and any injury to the goodwill associated therewith.

(C) All of Debtor's right, title and interest in, to and under Debtor's name and all now owned or existing and hereafter acquired or arising domain names, domain name licenses, domain name registrations and domain name applications and including, without limitation, each domain name, domain license, domain registration and domain name application referred to on Schedule III attached hereto; together with any and all goodwill related to any and all of the foregoing; all Accounts, General Intangibles, Instruments and Payment Intangibles arising from or related to any and all of the foregoing;

and all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof and any injury to the goodwill associated therewith.

(D) All of Debtor's right, title and interest in, to and under the family of devices known as LIFECRADLE®, including, but not limited to, all now existing and hereafter designs, plans and specifications, drawings, devices and prototypes.

(E) All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of all Accounts, Goods, real or personal property, all present and future books and records relating to the foregoing and all products and Proceeds of the foregoing, and as set forth below:

(i) Accounts: All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of all: Accounts, interests in goods represented by Accounts, returned, reclaimed or repossessed goods with respect thereto and rights as an unpaid vendor; contract rights; Chattel Paper; investment property; General Intangibles (including but not limited to, tax and duty claims and refunds, registered and unregistered patents, trademarks, service marks, certificates, copyrights trade names, applications for the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, whether as licensor or licensee, chooses in action and other claims, and existing and future leasehold interests in equipment, real estate and fixtures); Documents; Payment Intangibles; Instruments; letters of credit, bankers' acceptances or guaranties; cash moneys, deposits; securities, bank accounts, deposit accounts, credits and other property now or hereafter owned or held in any capacity by Debtor, as well as agreements or property securing or relating to any of the items referred to above;

(ii) Goods: All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of goods, including, but not limited to:

(a) All Inventory, wherever located, whether now owned or hereafter acquired, of whatever kind, nature or description, including all raw materials, work-in-process, finished goods, and materials to be used or consumed in Debtor's business; finished goods, timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, and all names or marks affixed to or to be affixed thereto for purposes of selling same by the seller, manufacturer, lessor or licensor thereof and all Inventory which may be returned to Debtor by its customers or repossessed by Debtor and all of Debtor's right, title and interest in and to the foregoing (including all of Debtor's rights as a seller of goods);

(b) All Equipment and fixtures, wherever located, whether now owned or hereafter acquired, including, without limitation, all machinery, furniture and fixtures, and any and all additions, substitutions, replacements (including spare parts), and accessions thereof and thereto (including, but not limited to Debtor's rights to acquire any of the foregoing, whether by exercise of a purchase option or otherwise);

(iii) **Property:** All now owned and hereafter acquired right, title and interests of Debtor in, to and in respect of any other personal property in or upon which Debtor has or may hereafter have a security interest, lien or right of setoff;

(iv) **Books and Records:** All present and future books and records relating to any and all of the Collateral including, without limitation, all computer programs, printed output and computer readable data in the possession or control of Debtor, any computer service bureau or other third party; and

(v) **Products and Proceeds:** All products and Proceeds of the foregoing in whatever form and wherever located, including, without limitation, all insurance proceeds and all claims against third parties for loss or destruction of or damage to any of the foregoing.

(F) All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of the following:

(i) the shares of stock, partnership interests, member interests or other equity interests at any time and from time to time acquired by Debtor of any and all entities now or hereafter existing, (such entities, being hereinafter referred to collectively as the "Pledged Issuers" and individually as a "Pledged Issuer"), the certificates representing such shares, partnership interests, member interests or other interests all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, instruments, investment property and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, partnership interests, member interests or other interests;

(ii) all additional shares of stock, partnership interests, member interests or other equity interests from time to time acquired by Debtor, of any Pledged Issuer, the certificates representing such additional shares, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, instruments, investment property and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, interests or equity; and

(iii) all security entitlements of Debtor in, and all Proceeds of any and all of the foregoing in each case, whether now owned or hereafter acquired by Debtor and howsoever its interest therein may arise or appear (whether by ownership, security interest, lien, claim or otherwise).

4. **Perfection of Security Interests.**

4.1 Debtor authorizes Secured Party to execute and file all of Secured Party's financing statements and amendments to financing statements (including, without limitation, any filings with the USPTO, any filings with any third party clearinghouse or repository for the issuance or registration of domain names, Copyright or Patent filings and any filings of financing or continuation statements under the UCC and/or under the Uniform Commercial Code in effect in the State of Nevada on the date hereof, and as may hereinafter be amended (the "Nevada UCC"), all with respect to the Collateral, in such form and substance as Secured Party, in its sole discretion, may determine.

(Second Amended and Restated Security Agreement)

4.2 Debtor will, from time to time, at its expense, execute, deliver, file and record any financing statement, amendment, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the USPTO, any filings with any third party clearinghouse or repository for the issuance or registration of domain names, Copyright or Patent filings and any filings of financing or continuation statements under the UCC and the Nevada UCC) in any jurisdiction that from time to time may be necessary, or that Secured Party may request, to enable Secured Party to obtain the full benefits of this Agreement, or to enable Secured Party to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral.

4.3 Debtor shall notify Secured Party immediately upon the occurrence of each of the following (i) Debtor's acquisition after the date of this Agreement of any material intellectual property and (ii) Debtor's obtaining knowledge, or reason to know, that any application or registration relating to any intellectual property owned by or licensed to Debtor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, any third party clearinghouse or repository for the issuance or registration of domain names, the USPTO or any court) regarding such Debtor's ownership of any material intellectual property, its right to register the same, or to keep and maintain the same.

4.4 Without limiting the generality of the foregoing, Debtor shall execute and deliver an additional Recordation Form Cover Sheet for Patent Assignment (with attachments), and an additional Recordation Form Cover sheet for Trademark Assignment (with attachments), for recordation and filing with the USPTO, in form and content similar to the Patent Assignment and Trademark Assignment, and referencing this Agreement therein.

4.5 Debtor will not change its name, taxpayer identification number, state of incorporation or office address without the prior written consent of Secured Party.

5. Further Action By Debtor, Covenants and Warranties.

5.1 Secured Party at all times shall have a first priority perfected security interest in the Collateral. Debtor has and will continue to have full and absolute title to each item of Collateral free and clear of any and all liens, leases, encumbrances, licenses, security interests, judgments or other claims other than the security interest created under this Agreement in favor of Secured Party. Secured Party's security interest in the Collateral constitutes and will continue to constitute a first, prior and indefeasible security interest in favor of Secured Party. Debtor will: do all acts and things, and will execute and file all instruments (including, but not limited to, security agreements, financing statements, continuation statements, etc.) reasonably requested by Secured Party to establish, maintain and continue the perfected security interest of Secured Party in the Collateral including, without limitation, as provided in Section 4 of this Agreement; promptly on demand, pay all costs and expenses of filing and recording, including the costs of any searches reasonably deemed necessary by Secured Party from time to time to establish and determine the validity and the continuing priority of the security interest of Secured Party, including, without limitation, as provided in Section 4 of this Agreement; promptly pay all taxes and government charges levied or assessed upon or against the Collateral; promptly pay any and all filing, maintenance and other fees necessary or appropriate to keep

any of the Collateral in good standing of the USPTO or any other government or third party office or repository due or owing in respect of any of the Collateral; and promptly pay all other claims and charges that, in the opinion of Secured Party, exercised in good faith, are reasonably likely to materially prejudice, imperil or otherwise affect the Collateral or Secured Party's security interest therein.

5.2 Debtor will not sell, transfer, lease, encumber, assign or pledge any items of Collateral (or allow any such items to be sold, transferred, leased, encumbered, assigned or pledged), without the prior written consent of Secured Party, other than the sale of Inventory (for the avoidance of doubt, it is expressly understood and agreed, notwithstanding anything in this Agreement or the UCC to the contrary, "Inventory" shall not include any of the Collateral described in Subsections 3.2(A)-(D) for purposes of this Section 5.2). Although Proceeds of Collateral are covered by this Agreement, this shall not be construed to mean that Secured Party consents to any sale of the Collateral, except as provided herein.

5.3 Debtor will, at all reasonable times during regular business hours and upon reasonable notice, allow Secured Party or its representatives free and complete access to the Collateral and all of Debtor's records which in any way relate to the Collateral for such inspection and examination as Secured Party reasonably deems necessary.

5.4 Debtor shall not permit the Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law.

5.5 Debtor, at its sole cost and expense, will protect and defend the security interest granted to Secured Party under this Agreement, all of the rights of Secured Party hereunder, and the Collateral against the claims and demands of all other persons.

5.6 Debtor shall keep accurate and complete records pertaining to the Collateral and submit to Secured Party such periodic reports concerning the Collateral as Secured Party may from time to time reasonably request.

5.7 Debtor will promptly notify Secured Party of any levy, distraint or other seizure by legal process or otherwise of any part of the Collateral and of any threatened or filed claims or proceedings that are reasonably likely to affect or impair any of the rights of Secured Party under this Agreement in any material respect.

5.8 Debtor, at its own expense, will obtain and maintain in force insurance policies covering losses or damage to those items of Collateral which constitute physical personal property, which insurance shall be of the types customarily insured against by companies in the same or similar business, similarly situated, in such amounts (with such deductible amounts) as is customary for such companies under the same or similar circumstances, similarly situated. Debtor shall make Secured Party a loss payee thereon to the extent of its interest in the Collateral. Secured Party is hereby irrevocably (until the Obligations are paid in full) appointed Debtor's attorney-in-fact to endorse any check or draft that may be payable to Debtor so that Secured Party may collect the proceeds payable for any loss under such insurance. The proceeds of such insurance, less any costs and expenses incurred or paid by Secured Party in the collection thereof, shall be applied either toward the cost of the repair or

replacement of the items damaged or destroyed, or on account of any sums secured hereby, whether or not then due or payable.

5.9 Secured Party may, at its option, and without any obligation to do so, pay, perform and discharge any and all amounts, costs, expenses and liabilities herein agreed to be paid or performed by Debtor including, without limitation, those set forth in Section 5.1 of this Agreement. Upon Debtor's failure to do so, all amounts expended by Secured Party in so doing shall become part of the Obligations secured hereby, and shall be immediately due and payable by Debtor to Secured Party upon demand and shall bear interest at the lesser of 18% per annum or the highest legal amount from the dates of such expenditures until paid.

5.10 Upon the request of Secured Party, Debtor will furnish to Secured Party within five (5) business days thereafter, or to any proposed assignee of this Agreement, a written statement in form reasonably satisfactory to Secured Party, duly acknowledged, certifying the amount of the principal and interest and any other sum then owing under the Obligations, whether to its knowledge any claims, offsets or defenses exist against the Obligations or against this Agreement, or any of the terms and provisions of any other agreement of Debtor securing the Obligations. In connection with any assignment by Secured Party of this Agreement, Debtor hereby agrees to cause the insurance policies required hereby to be carried by Debtor, if any, to be endorsed in form satisfactory to Secured Party or to such assignee, with loss payable clauses in favor of such assignee, and to cause such endorsements to be delivered to Secured Party within ten (10) calendar days after request therefor by Secured Party.

5.11 Debtor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to Secured Party from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other reasonable assurances or instruments and take further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, as Secured Party may reasonably require to perfect its security interest hereunder.

5.12 Debtor represents and warrants that it has absolute title to each item of Collateral free and clear of all other security interests, and Debtor will have absolute title to each item of Collateral hereafter acquired, free and clear of any and all liens, leases, encumbrances, licenses, security interests, judgments or other claims other than the security interest created under this Agreement in favor of Secured Party.

5.13 Debtor's federal tax identification number is 88-0433392.

6. Event of Default.

Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"):

- a. Debtor shall fail to observe or perform any covenant or agreement owing to Secured Party under this Agreement and such failure shall continue for a period often (10) days; and



b. an Event of Default (as defined under the Debenture) shall occur under the Debenture.

7. Remedies upon Event of Default. Upon the occurrence of any Event of Default and at any time thereafter, Secured Party may exercise anyone or more of the following rights and remedies following 10 days prior written notice to Debtor: (a) declare all Obligations to be immediately due and payable in full, and the same shall thereupon be immediately due and payable in full, without presentment or other notice or demand, all of which are hereby waived by Debtor; (b) require Debtor to assemble all or any part of the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (c) exercise and enforce any and all rights and remedies available upon default under this Agreement, the UCC, the Nevada UCC and any other applicable agreements and laws. If notice to Debtor of any intended disposition of Collateral or other action is required, such notice shall be deemed reasonably and properly given if delivered in the manner set forth in Section 11.6 of this Agreement, at least 10 days prior to the action described in such notice.

8. Power of Attorney.

Debtor does hereby irrevocably make, constitute, and appoint Secured Party or any of its officers or designees its true and lawful attorney-in-fact with full power to (i) enter into and perform such agreements as may be necessary in order to carry out the provisions of this Agreement or the Debenture, or to carry out the terms, covenants, and conditions of this Agreement, (including, without limitation, the provisions of Sections 4 and 5.1 of this Agreement) or the Debenture, which are required to be observed or performed by Debtor, and (ii) execute such other documents and do any and all other things necessary or proper to carry out the intention of this Agreement; and Debtor hereby ratifies and confirms all that Secured Party as such attorney-in-fact or its substitutes or designees do by virtue of this power of attorney, which is coupled with an interest and is irrevocable, until such time as Debtor has paid in full the obligations and all other indebtedness secured hereby. Secured Party has no obligation to take any of the actions authorized by this power of attorney.

9. Indemnification. Debtor hereby indemnifies and holds harmless Secured Party from and against any and all liabilities, losses, costs, expenses, or damages which Secured Party may incur, and from and against any and all claims and demands whatsoever which may be asserted against Secured Party by any third party, by reason of any act of Secured Party, other than an act of willful misconduct or gross negligence, taken in accordance with this Agreement.

10. Waiver of Automatic Stay. Debtor acknowledges and agrees that should a proceeding under any bankruptcy or insolvency law be commenced by or against Debtor, or if any of the Collateral should become the subject of any bankruptcy or insolvency proceeding, then Secured Party should be entitled to, among other relief to which Secured Party may be entitled under the Existing Loan Documents, Second Loan Modification Agreement, this Agreement and under any and all other documents, instruments or agreements now, previously or hereafter executed by or binding upon Debtor or executed by Debtor and Secured Party or otherwise (collectively "Loan Documents") and/or applicable law, an order from the court granting immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 to permit Secured Party to exercise all of its rights and remedies pursuant to the Loan Documents and/or applicable law. DEBTOR EXPRESSLY WAIVES THE BENEFIT OF THE

AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362. FURTHERMORE, DEBTOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER 11 U.S.C. SECTION 362 NOR ANY OTHER SECTION OF THE UNITED STATES BANKRUPTCY CODE OR OTHER STATUTE OR RULE (INCLUDING, WITHOUT LIMITATION, 11 U.S.C. SECTION 105) SHALL STAY, INTERDICT, CONDITION, REDUCE OR INHIBIT IN ANY WAY THE ABILITY OF SECURED PARTY TO ENFORCE ANY OF ITS RIGHTS AND REMEDIES UNDER THE LOAN DOCUMENTS AND/OR APPLICABLE LAW. Debtor hereby consents to any motion for relief from stay which may be filed by Secured Party in any bankruptcy or insolvency proceeding initiated by or against Debtor, and further agrees not to file any opposition to any motion for relief from stay filed by Secured Party. Debtor represents, acknowledges and agrees that this provision is a specific and material aspect of this Agreement, and that Secured Party would not agree to the terms of this Agreement if this waiver were not a part of this Agreement. Debtor further represents, acknowledges and agrees that this waiver is knowingly, intelligently and voluntarily made, that neither Secured Party nor any person acting on behalf of Secured Party has made any representations to induce this waiver, that Debtor has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel selected by Debtor and that Debtor has had the opportunity to discuss this waiver with counsel. Debtor further agrees that any bankruptcy or insolvency proceeding initiated by Debtor will only be brought in the Federal Court within the Northern District of Texas.

## 11. Acknowledgement and Restatement

### 11.1 Acknowledgement of Security Interests.

a. Debtor hereby acknowledges, confirms and agrees that Secured Party has had and shall on and after the date hereof continue to have a perfected first priority security interest in and lien upon the Collateral heretofore granted to Secured Party (or its predecessors in whatever capacity) pursuant to the Existing Security Agreement, Patent Assignment and Trademark Assignment to secure the Obligations.

b. The liens and security interest of Secured Party in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests to Secured Party, whether under the Existing Security Agreement, this Agreement or any of the other Loan Documents.

11.2 Restatement. Except as otherwise stated in Section 11.1 hereof and this Section 11.2, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, are hereby replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of Debtor for the Obligations or the liens or security interests securing the Obligations. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the Obligations and other obligations and liabilities of Debtor evidenced by or arising under the Loan Documents, and the liens and security

interests securing such Obligations and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

12. Miscellaneous.

12.1 Expenses. Debtor, respectively, shall pay to Secured Party, on demand, the amount of any and all expenses, costs and fees, including, without limitation, attorneys' fees, legal expenses and brokers' fees, which Secured Party may incur in connection with (a) sale, collection or other enforcement or disposition of Collateral; (b) exercise or enforcement of any the rights, remedies or powers of Secured Party hereunder or with respect to any or all of the Obligations upon breach or threatened breach; or (c) failure by Debtor to perform and observe any agreements of Debtor contained herein which are performed by Secured Party. Any and all such expenses, costs and fees shall be secured by the security interest and all other rights and remedies granted to Secured Party under this Agreement.

12.2 Waivers, Amendment and Remedies. No course of dealing by Secured Party and no failure by Secured Party to exercise, or delay by Secured Party in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, remedy or power of Secured Party. No amendment, modification or waiver of any provision of this Agreement and no consent to any departure by Debtor therefrom, shall, in any event, be effective unless contained in a writing signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights, remedies and powers of Secured Party, not only hereunder, but also under any instruments and agreements evidencing or securing the Obligations and under applicable law are cumulative, and may be exercised by Secured Party from time to time in such order as Secured Party may elect.

12.3 Survivability. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

12.4 Financing Statement. A carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement.

12.5 Rights Cumulative. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly, concurrently or successively at Secured Party's option, and the exercise or enforcement of anyone such right or remedy shall not be a condition to or bar the exercise or enforcement of any other. Sections or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Without limiting the generality of the foregoing, Secured Party shall have all rights and remedies of a secured party under Article 9 of the UCC.

12.6 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective

upon delivered by facsimile, email, being personally delivered or delivered by nationally recognized courier such as Federal Express which maintains a record of receipt and delivery to the other party at the address of such other party set forth below, or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith at least thirty (30) days prior to the effective date of such change; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the earlier of the date of actual or deemed receipt thereof; and provided further that no notice of change of address shall be effective until the earlier of the date of actual or deemed receipt thereof. Personal delivery to a party or to any authorized officer of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

To Debtor:

Organ Transport Systems, Inc.  
6170 Research Road  
Frisco, Texas 75034  
Attention: Michael B. Holder  
FAX: 214-224-0146  
EMAIL: mholder@organtransportsystems.com

With a copy to:

Mongan Law, P.C.  
15851 Dallas Parkway  
Suite 600  
Addison, TX 75001  
Attention: Tod V. Mongan  
FAX: 972-625-6687  
EMAIL: tod@monganlaw.com

To Secured Party:

Heartland Capital Funding, LLC  
2821 West 7<sup>th</sup> Street, Suite 200  
Ft. Worth, Texas 76107  
Attention: Grant Coates  
FAX: 817-420-9909  
EMAIL: gcoates@milesfdn.org

With a copy to:

Kelly Hart & Hallman  
201 Main Street, Suite 2500  
Ft. Worth, Texas 76102  
Attention: Dana Stayton  
FAX: 817-878-9280

EMAIL: dana.stayton@khh.com

and a copy to:

Dinur and DeLuca, LLP  
6400 Powers Ferry Road, Suite 400  
Atlanta, Georgia 30339  
Attention: Daniel D. Dinur, Esq.  
FAX: 770-395-3171  
EMAIL: dan@dinurdelucalaw.com

Any party may change its address by written notice in accordance with this paragraph.

12.7 Term: Binding Effect. This Agreement shall (a) remain in full force and effect until payment and satisfaction in full of all of the Obligations; (b) be binding upon Debtor, and its successors and permitted assigns; and (c) inure to the benefit of Secured Party and its successors and assigns.

12.8 Captions. The captions of Sections and Subsections in this Agreement have been included for convenience of reference only, and shall not define or limit the provisions hereof and have no legal or other significance whatsoever.

12.9 Governing Law; Venue; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles that would result in the application of the substantive laws of another jurisdiction, except to the extent that the perfection of the security interest granted hereby in respect of any item of Collateral may be governed by the law of another jurisdiction. Any legal action or proceeding against Debtor with respect to this Agreement may be brought in the courts in the State of Texas or of the United States for the Northern District of Texas, and, by execution and delivery of this Agreement, Debtor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Debtor hereby irrevocably waives any objection which they may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the aforesaid courts and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provisions which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable and the remaining, valid provisions shall remain of full force and effect.

12.10 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all other agreements and understandings, oral or written, with respect to the matters contained herein.

12.11 Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same

instrument. This Agreement may be executed by facsimile signature and delivered by facsimile transmission.

13. **Termination; Release.** When the Obligations have been indefeasibly paid and performed in full or the entire balance of the principal, interest and all other amounts outstanding under the Debenture have been converted into shares of capital stock of Debtor pursuant to the terms of the Debenture, this Agreement shall terminate, and Secured Party, at the request and sole expense of Debtor, will execute and deliver to Debtor the proper instruments (including UCC termination statements) acknowledging the termination of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Second Amended and Restated Security Agreement, as of the date first written above.

**"DEBTOR"**  
ORGAN TRANSPORT SYSTEMS, INC.  
a Nevada corporation

By: Michael Holder

Its: CEO

**"SECURED PARTY"**  
HEARTLAND CAPITAL FUNDING, LLC  
a Texas limited liability company

By: [Signature]

Its: President

**SCHEDULE I  
TO  
SECURITY AGREEMENT**

**Patent Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration or Application Serial Number and Date</b>
Organ Preservation Apparatus and Methods	United States	Registration No. 6,677,150 Date Patent Issued: January 13, 2004
Organ Preservation Apparatus and Methods	United States	Registration No. 7,176,015 Date Patent Issued: February 13, 2007
Organ Preservation Apparatus and Methods	United States	Application Serial No. 12/535,103 Date Application Filed: August 4, 2009
Organ Preservation Apparatus and Methods	European Patent Office	Patent No. EP143577; US Application Publication Number US2003/054540 Date Patent Granted: June 2, 2010



**SCHEDULE II  
TO  
SECURITY AGREEMENT**

**Trademark Registrations and Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration or Application Number and Date</b>
LIFECRADLE®	United States	Registration No. 3,554,518 Date Registration Granted: December 30, 2008

**SCHEDULE III  
TO  
SECURITY AGREEMENT**

Domain Names

Domain Name	Account No.	Points To	Private	Folder	Auto Renew	Expiration Date	WHOIS Administrative Contact	WHOIS Technical Contact	Account Holder
lifecradle.com	6224396	ns31.worldnic.com/ns32.worldnic	No	Default	On	3/19/2013	Organ Transport Systems, Inc.	Organ Transport Systems, Inc.	Organ Transport Systems, Inc.
organsystems.com	6224396	Under Construction Page	No	Default	On	4/9/2011	Howell Warner	Howell Warner	Organ Transport Systems, Inc.
organtransportsys.com	6224396	Under Construction Page	No	Default	On	4/9/2011	Howell Warner	Howell Warner	Organ Transport Systems, Inc.
organtransportsystems.com	6224396	ADNS Services	No	Default	On	4/9/2011	Howell Warner	Howell Warner	Organ Transport Systems, Inc.