

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM	
In re:		Case Number:	
NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property <div style="border: 1px solid black; padding: 5px;"> 27444249000022 INFORMATION SYSTEMS PO BOX 4153 ANNAPOLIS, MD 21403 </div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED JUN 27 2011 BMC GROUP </div>	
Creditor Telephone Number (443) 463-0876 Name and address where payment should be sent (if different from above):			
Payment Telephone Number ()			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 19,000.00 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		THIS SPACE IS FOR COURT USE ONLY <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on:	
2. BASIS FOR CLAIM: SERVICES PERFORMED		3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 3a. Debtor may have scheduled account as:	
4. SECURED CLAIM (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Property: \$ Annual Interest Rate: % if any: \$ Basis for Perfection:		Secured Claim Amount: \$ Unsecured Claim Amount: \$ Amount of arrearage and other charges as of time case file included in secured claim,	
5. PRIORITY CLAIM <input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		Unsecured Priority Claim Amount: \$ <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (). * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 7 and definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on July 1, 2011 for Non-Governmental Claimants OR on or before October 5, 2011 for Governmental Units.			THIS SPACE FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> Regen Biologics 00025 </div>
BY MAIL TO: BMC Group, Inc. Attn: ReGen Biologics, Inc. Claims Processing PO Box 3020 Chanhassen, MN 55317-3020		BY HAND OR OVERNIGHT DELIVERY TO: BMC Group, Inc. Attn: ReGen Biologics, Inc. Claims Processing 18750 Lake Drive East Chanhassen, MN 55317	
DATE 6/22/11	SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

<p>Court, Name of Debtor, and Case Number: Fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Debtor Name</td> <td style="width: 40%;">Case No</td> </tr> <tr> <td>ReGen Biologics, Inc.</td> <td>11-11083</td> </tr> <tr> <td>RBio, Inc.</td> <td>11-11084</td> </tr> </table> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p>4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.</p>	Debtor Name	Case No	ReGen Biologics, Inc.	11-11083	RBio, Inc.	11-11084	<p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>7. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date and Signature: The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p>Date-Stamped Copy Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
Debtor Name	Case No						
ReGen Biologics, Inc.	11-11083						
RBio, Inc.	11-11084						

DEFINITIONS

INFORMATION

DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

document showing that the lien has been filed or recorded.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/regenbiologics

Date	Activity	Amount
08/14/2009	<p>Work with Carrie on Gary cannot send anything out of his outlook Dan kowalski not receiving Determine wrong address for dan. correct resolved. Gary problem is resolved. Review SOX docs SOX Compliance conference call Brion Diana MaryKate Sheri Dan James Jerry may be joining. Diana Engaged netsuite consultant... Enhancements in the inventory area for multilocations Various state sales tax needs... Bring AG online... general ledger.. same environment... Consult with RSM for state tax for sales in each state Entity level controls... formalized code of conduct... Pete- describes I.T. objectives. Sheri asks timeline? 60-90 earliest. Diana says not by end of year. Brion says whats we got is what we got. Pete says this can be phased implementation. Brion asks Diana what is the objective of this call?? Look at our design of controls and operating effectiveness. Has Mgmt done enough to satisfy these requirements. Are financial controls effective. Diana: Point of this meeting is what are we going to do... whats the plan and what are we going to do? Id quarterly controls.. and annual controls... Are controls responsive to risks... "Jay" Daily controls... RSM says 25 sample size... Segregation of duties review by RSM?? Yes, annually. Diana says they are not precise delineation of duties.. Diana says we use level of permissions in netsuite along with litigating controls. Recent review just done. Review permissions within netsuite to see what controls are effective... SAS70 report from testing within Netsuite IT general controls... program change controls and access controls... James... its a hosted application... access via the web.</p> <p>Continue to the next page.</p>	500.00

Date	Activity	Amount
08/13/2009	<p>15. Once archived on Zylab.. info can be destroyed on a particular basis depending upon requirements...</p> <p>Who is the records manager?? Zy has a certified records management solution for SOX best practices. Says this is more of a secondary issue.</p> <p>16. Volume and users by end of August.</p> <p>17. Will tie down a date on the 24th for web-based demo., 6 hrs @ \$125.00/hr</p> <p>Confer with Carrie regarding oversynch of folders.</p> <p>Assist Cam with Outlook freezing up.</p> <p>Consult with Intermedia regarding mailbox forwarding issue.</p> <p>Review Carrie's and Jamie Cambell emails regarding conferencecall.com options email, 3 hrs @ \$125.00/hr</p> <p>Continue to the next page.</p>	375.00

Date	Activity	Amount
08/12/2009	<p>Troubleshoot and resolve Dr. Rodkey mail forwarding issue.</p> <p>Reset his mail forward on Intermedia</p> <p>Review Intermedia scheduled maintenance</p> <p>Consult with Intermedia regarding mail forwarding issue</p> <p>Telecon with Zylab regarding Document retention. Relay to Carrie.</p> <p>Will, Mike,</p> <p>Review...</p> <p>REcords management processes in place...</p> <ol style="list-style-type: none"> 1. Define document relevance. 2. Make sure these procedures are in place. 3. Can create a distributed solution... where offices can populate info to HQ. Could be the sharepoint system and/or zylab. Depends on goals. Work nicely with Sharepoint. 4. Sharepoint great collaboration tool but not for archiving large volume of data. What is the measurement of volume.. per pages. Each drawer contains about 5000 pages of information. 10-file cabinets... roughly 50,000 pages. *5. Can do all this with zylab... in a distributed fashion.. scanners in each location. Scan info into the zylab repository in one spot. <p>-or-</p> <p>Have each office store each scanned document on a shared drive.</p> <ol style="list-style-type: none"> 6. Expect a 6-month process 7. Who do we want to access this information?? 8. Zylab does not host this service... not on a server. They license the software. Runs IIS. 9. 5-people at each office need access. They can help configure the data.. for permissions. They can secure the data based on needs. 10. Can audit access to the data as well. 11. Next.. implement sharepoint environment... <ol style="list-style-type: none"> a. Got Zy server setup... b. Roll out implementation.. to collaborate.. c. When in final form.. move it or copy it into repository for long term archiving. d. Option is available for moving it from sharepoint into Zy. e. One challenge in sharepoint it becomes more difficult to search and scale as volume increases. <ol style="list-style-type: none"> 12. Demo?? Would schedule a time to do this... <ol style="list-style-type: none"> a. Scan b. Storage c. Retrieval d. Retention e. Records management module <p>** They can demo how this is done.. similar to USNA</p> <p>Next step would be the records mgmt solution</p> <p>this lays over the top of the core</p> <p>** This should be done in two levels.</p> <ol style="list-style-type: none"> 13. Volume numbers and number of users that need to access the system. 14. Define how we are going to capture the data and who has access. <p>Continue to the next page.</p>	750.00

Date	Activity	Amount
	<p>- Brion says we should be done with the policy in 30-days or End of Sept.</p> <p>- This is being driven by Carrie</p> <p>- Jay recommends this be incremental... put together a timeline?? What are all the steps involved?? We need to define those steps.</p> <p>- Jay before we hit a timeline... answer two questions.. policy decisions resolved.. and 2 better educated on how to choose... per what is involved.</p> <p>k. Will we need to convert old files? Brion says some things yes.. .work minutes for example... So we need to define what records need to be electronic... Some categories 8 a/p records going back 15yrs... pretty sure most of this can be thrown away.. and it probably doesn't need to be scanned.</p> <p>Jay says that's why we need to define what documents we need to convert... That this could affect the timeline.</p> <p>l. In same timeframe by end of Sept Pete scopes out 2-3 vendors with proposals. With suggestions on how to scope and implement this....</p> <p>5. VoIP research</p> <p>a. Conversing with David Brown at CTS for recommendations</p> <p>b. Recommend onsite meet to review at some point</p> <p>Consult with Paetec...</p> <p>Karen needs agreement she sent... sign this scan it and email...</p> <p>fax: 585 368-2577</p> <p>Email Karen Juma information...</p> <p>When order is submitted... process will take about 3-4 weeks to complete.</p> <p>They will contact me to schedule a certain time.</p> <p>There will be about :30mins outage.</p> <p>Confer with David Brown re: VoIP, 5 hrs @ \$125.00/hr</p> <p>Continue to the next page.</p>	

Date	Activity	Amount
08/11/2009	<p>Prepare for and facilitate IT Meet</p> <ol style="list-style-type: none"> 1. Webex System Management Solution <ol style="list-style-type: none"> a. Review Equaterra case study b. Pricing and description just sent 2. Paetec <ol style="list-style-type: none"> a. Order is submitted b. process will take about 3-4weeks to complete. c. They will contact me to schedule a certain time. <p>There will be about :30mins outage. ** Preferred... Can this be scheduled at night... or on weekend. ** If it was done on biz hrs.. can it go to voicemail.</p> <ol style="list-style-type: none"> 3. Intermedia <ol style="list-style-type: none"> a. Our rep, Mike Smelser, is formulating a condensed version of the migration steps applicable to our environment <p>** Notes: upgrading the mailing groups, adding in location and phone number to the email addresses in the Outlook contact list</p> <ol style="list-style-type: none"> b. Mailing groups c. Incorporate phone list in email list. (Per Carrie) d. Global calendar - Kitty is Admin... for scheduling time off and vaca e. Discuss next upgrade with Intermedia above 50-mailboxes. Price point? f. Confirm there are no subgroups in the groups... <p>**Pete takes this for action!!</p> <ol style="list-style-type: none"> g. Jay says all appropriate info should be updated for new hires too!!! h. Carrie says requesting new intermedia account.... includes completing these fields. i. New hires is part of Joans duties as HR... she has access to do it. j. Joan can ask Pete... k. Wont have specific addresses for remote users... l. Pete will check on merging this info into the existing environment m. Carrie will clean it up and plug in the necessary addresses... if its a data entry problem <ol style="list-style-type: none"> 4. Document retention <ol style="list-style-type: none"> a. In communication with William Moreno of ZyLAB Information Access Solutions b. Conference scheduled at 10:00 tomorrow morning. c. Compare with Iron-mountain.... d. Carrie will review what categories apply to us from the legal document. e. Within those categories... what subject matters... clarification. f. Carrie should get that list within 90% accuracy. g. Bounce that off the legal to make sure processes are legit. h. Then implementation. i. There is overlap with this project with the WAN.. document filing... j. Timeline?? Brion should we define a bullet plan... <ul style="list-style-type: none"> - carrie touching base with contingents - Legal bounce <p>Continue to the next page.</p>	625.00

Date	Activity	Amount
	<p>**k. Document retention policy... what is the right policy for retention and destruction of documents.</p> <p>i. SOX Compliance... Check with the consultants</p> <p>ii. ReGen lawyers had a template for document policies...</p> <p>iii. Contact John Diehl for this...</p> <p>iv. Check with Diana and Doug...</p> <p>Review monthly Intermedia invoice.</p> <p>Review ReGen Document retention SOP with Carrie., 5 hrs @ \$125.00/hr</p>	
08/05/2009	<p>Review IT Steering committee agenda and schedule.</p> <p>Work with Carrie on webex audio setup for users.</p> <p>Confer with webex support for password reset.</p> <p>Draft email to Jay, Carrie and Brion on setting up Audio conferencing, 3 hrs @ \$125.00/hr</p>	375.00
08/06/2009	<p>Work with Webex.. account administration</p> <p>Review and send invoice to Joan</p> <p>Work with Carrie on Intermedia address listing issues.</p> <p>Note change in ITSC schedule</p> <p>Note Carrie's outlook calendar error repeated</p> <p>Assist Cam with troubleshooting his Outlook partial message problem. Confirm he has the download set to Full. Also provide him with recommendations on highspeed Internet access options.</p>	500.00
08/07/2009	<p>Relay to Carrie OWA access for her email from home., 4 hrs @ \$125.00/hr</p> <p>Confer with Webex regarding use of one audio account at a time... per Carrie's request.</p> <p>Also inquire as to steps required to have Joan added to A/P access for invoice payment.</p> <p>Forward invoice to Joan.</p>	250.00
08/08/2009	<p>Review Webex Systems Management case study documents, 2 hrs @ \$125.00/hr</p> <p>Review past week issues and draft action item list, 1 hr @ \$125.00/hr</p>	125.00
08/10/2009	<p>Checkout Zylab.com for document storage and retention</p> <p>Give go ahead to Paetec with Questions</p> <p>Contact Intermedia.. for step by step instructions of migration</p> <p>Receive and review calendars and contacts email and documents from Carrie.</p> <p>Confer with Intermedia regarding establishing a Public Folder calendar.</p> <p>Review sharepoint course options., 3 hrs 15 mins @ \$125.00/hr</p>	406.25
	<p>Continue to the next page.</p>	

Date	Activity	Amount
08/04/2009	<p>IT status meeting with Jay, Brion and Carrie.</p> <ol style="list-style-type: none"> 1. Webex Meeting Center is good to go. <ol style="list-style-type: none"> a. All hosts users are setup. b. All ReGen users emails are imported in to the Webex address list. c. Researching Webex Systems Management solution for remote support. --- recommend webex conferencing... --- How do we conference in Webex?? Procedures for Brion and Jay. 2. Paetec <ol style="list-style-type: none"> a. We can reallocate the Internet Bandwidth to voice at a cost savings. b. No need for any additional phone numbers in to the NJ office. c. We will need to have Juma reconfigure the Avaya system for the additional channels. --- This is a go. --- Quote from Juma 3. Intermedia <ol style="list-style-type: none"> a. Conference with Intermedia support complete b. Discuss migration strategy including: <ul style="list-style-type: none"> - simultaneously running old and new for period - Migration of user Exchange profile - Reconfiguration of Blackberrys and ActiveSync devices --- Review manual... from that.. what are our particulars? What are the steps that we must follow?? Show due diligence. Review the manual with them!!! 4. Review Agenda for ITSC <p>review this prior to Aug 28th...</p> 5. VoIP research if any? <ol style="list-style-type: none"> a. We have 3month trial on Webex... this has option to implement VoIP. b. Will we be able to cancel the conferencing service? c. Do the research.. so the latter part of August... here's whats involved. Take the next few weeks on what and how to do... and timeline. d. Brion: Internet phone service.. through our phone system? Jay says no, this can be done anywhere. e. Hardware is the issue. Server controlled. Can we lease this? f. This could be a phased implementation. g. Brion says corporate issues need to be resolved? h. Jay says this may be a no brainer after the research is done. i. Pete talks about top tier IT priorities... j. Brion says Doug needs to support the overall program. <p>Continue to the next page.</p>	625.00



Information Systems Consulting, LLC

P.O. Box 4153
Annapolis, MD 21403

(443)463-0876
admin@iscsteam.com

Invoice

DATE	INVOICE #
09/01/2009	I9156
TERMS	DUE DATE
Net 30	10/01/2009

BILL TO

Brion Umidi
ReGen Biologics, Inc.
411 Hackensack Ave
Hackensack, NJ 07601

BALANCE DUE	ENCLOSED
\$9,000.00	

Please detach top portion and return with your payment.

Date	Activity	Amount
08/03/2009	Review IT meeting status. Review status of Webex, Intermedia, Paetec. Redo agenda with bullets., 3 hrs @ \$125.00/hr	375.00
Continue to the next page.		

Date	Activity	Amount
09/29/2009	Confer with Joan about shipping laptops Revisit XO comm proposal. Follow up with Zylab for document retention strategies., 3 hrs @ \$125.00/hr	375.00
09/30/2009	Confer with Jay regarding the status of Regen. Furloughed. Issue shutdown request for Webex services. Email Brion. Confer with I.T. reps to explain situation., 4 hrs @ \$125.00/hr	500.00

Thank you for your business!

SUBTOTAL	\$10,000.00
TAX (6%)	\$0.00
TOTAL	\$10,000.00

Date	Activity	Amount
09/22/2009	Confer with Carrie on meetings and delays in email Receive delayed email response from Intermedia Brian determines he will need access to the RWC network to check routing. Contact Doug F. to discuss the matter. Coordinate with Dave., 4 hrs @ \$125.00/hr	500.00
09/23/2009	Review Doug's IP Office document. Brian....data techs in training... watchguard in place... Dave has new config that needs to be replicated... Brian asked of Doug... do they have access to the Juniper device simple ipaddress adjustments... to point to the new location Review Webex newsletter Review more email delays from Carrie, 4 hrs @ \$125.00/hr	500.00
09/24/2009	Review Doug's T-1 bid comparison. Followup with Comcast regarding RWC broadband availability 4000ft from the nearest plan \$66,000 preconstruction... would get 3-addresses going... has been turned over to construction - may take about a year. Check with XO for 1-year Term. Advise Jay and Brian Review Mark Brunello of XO's response.. 2 year term \$1082.70/mo 1 year term \$1441.50/mo	500.00
	Review Iron Mountain Document Management Solutions Open House Invitation Wednesday ? September 30, 2009 11:00 am ? 2:00 pm (lunch will be provided) Iron Mountain 8240 Patuxent Range Road Jessup, MD 20794	
09/25/2009	Review Acronis imaging options, 4 hrs @ \$125.00/hr Confer with Kitty re: status of RWC router configuration status. Confer with Mark Davis regarding bluetooth keyboard return and swap., 2 hrs @ \$125.00/hr	250.00
09/28/2009	1. Review XO Comm solutions for 1 or 2 year bundled T-1 connectivity 2. Contact Intermedia regarding delays in email 3. Contact Intermedia regarding summary 4. Discuss Iron Mtn Tour with rep 11:00 am ? 2:00 pm Iron Mountain 8240 Patuxent Range Road Jessup, MD 20794 Confer with Brian and Dave re final reconfiguration steps of VPN, 4 hrs @ \$125.00/hr	500.00
	Continue to the next page.	

Date	Activity	Amount
09/15/2009	Update IT Agenda and submit for meeting Email Mike Smelser of Intermedia for status of migration summary. Confer with Cam regarding Webex video (user) error and Outlook errors. Confer with Zylab regarding Doc retention Coordinate update of regen.com website EU with Matt B. to remove old references. Confer with Brian B. regarding Avaya VoIP capabilities., 4 hrs @ \$125.00/hr	500.00
09/16/2009	Review Intermedia accounts receiveable balance due. Review webex Systems Managment options and documents Prepare for and lead IT Status meet 1. Webex a. Training Center proposal - per Cam b. System Management Solution - recommend doing this.. to save some \$\$ 2. Intermedia a. Brief migration strategy summary and 50-mailbox price point pending Mike Smelser. b. Sharepoint implementation (wait to discuss until after we get a confirm from Intermedia.) 4. Document retention (Iron Mtn vs. Zylab.) Estimate 350,000 in RWC... plus the remaining offices is about 500,000 5. VoIP research a. Met with CTS to discuss VoIP (Teleworker phone, dynamic extensions, physical appearances, softphone, presense software) 6. Other business a. Broadband connectivity solution for RWC.. pending Comcast site survey . b. Update EU website capabilities (Matt Burgener) Remind Jay to set up a discussion with John Dichara.. what could be changed without review.. what cannot.	625.00
09/17/2009	Review Trend Micro antivirus document, 5 hrs @ \$125.00/hr Coordinate troubleshooting of 4-digit dialing... Kitty, Joan, Dave and Brian WatchGuard router in NJ didn't have a license for a point to point VPN connection. Work with Dave on this., 4 hrs @ \$125.00/hr	500.00
09/18/2009	Continue troubleshooting of VPN for 4-digit dialing. Review Dave VPN routing document Confer with Donna of Comcast regarding RWC broadband options 925 424-0900 x231845, 4 hrs @ \$125.00/hr	500.00
09/21/2009	1. Further consult with Comcast re RWC 2. Check status of IPOffice config options with Brian 3. Conference with... Will Zylab... expense for storage on 500,000... will research and provide proposal (\$67k) 15 people need to have access throughout.. 4. Message Intermedia - - Whats up? 5 . VoIP research.. Juma Email... David Brown for clarification, 5 hrs @ \$125.00/hr Continue to the next page.	625.00

Date	Activity	Amount
09/09/2009	Review webex invoice. Coordinate with Dave, Brian and Doug (CA) ip addressing scheme in CA for IP Office configuration and associated connectivity., 3 hrs @ \$125.00/hr	375.00
09/10/2009	Confer with Jay and Doug regarding broadband connectivity and RWC and associated XO proposal for the T-1. Contact Comcast for onsite survey to check feed status. Review XO amendment including terms from website www.terms.xo.com	500.00
09/11/2009	Confer with David Brown on Avaya VoIP status., 4 hrs @ \$125.00/hr Confer with Doug and Dave regarding RWC ipaddressing scheme. Review Webex Training Center proposal per Cam. Review Zylab records management conference information 9/16-17 Confirm with Brian IP Office are connected and operating properly. Confer with Cam regarding Outlook locking up. Research and have him remove the Adobe pdf add-in as a first step. Receive Cam's Webinar link Confirm Iron Mountain conf call on Mon. Receive and review Webex systems management documents., 5 hrs @ \$125.00/hr	625.00
09/14/2009	Iron Mountain meeting 3 suites of records mgmt hard copy doc storage elec doc storage - hosted repository imaging has controls for sox compliance vital record storage... tissue storage for example work with a lot of pharm companies.. 1. Full backfile process.. scan everything.. doesnt really make sense here 2. Day forward process.. all new documents need to be retained... 3. Image on demand process... dont image everything.. store inactive files then they image Stored on "digital records center for images"... 4pillars records manamet 1. consistency... policies across the board 2. adoption... comm of policies across enterprise. 3. Accessibility... Including Control.. This is for archived documents 4. Accountability... Assist Greta with reestablishing wifi connectivity. Review Cams webinar, 4 hrs @ \$125.00/hr Continue to the next page.	500.00



Information Systems Consulting, LLC
P.O. Box 4153
Annapolis, MD 21403

(443)463-0876
admin@iscsteam.com

Invoice

DATE	INVOICE #
09/30/2009	I9162
TERMS	DUE DATE
Net 30	10/30/2009

BILL TO

Brion Umidi
ReGen Biologics, Inc.
411 Hackensack Ave
Hackensack, NJ 07601

AMOUNT DUE	ENCLOSED
\$10,000.00	

Please detach top portion and return with your payment.

Date	Activity	Amount
09/01/2009	Confirm CTS VoIP meet with Carrie Consult with Juma and Paetec that Monday migration is complete and all 23 channels are ready to go for internal conferencing. Relay to Kitty and Carrie. Confer with Matt regarding website administration and associated requests. He confirms he manages the European site as well. Receive from Paetec that we have Custom setup for protocol on the PRI per Gary request. Confirm with Kristy of Webex to consult with Cameron on conferencing usage., 4 hrs @ \$125.00/hr	500.00
09/02/2009	Confer with Brian at Juma regarding IPOffice/VM Pro PC offline after cutover escalate issue to Dave for onsite support review Intermedia exchange hosting invoice, 3 hrs @ \$125.00/hr	375.00
09/03/2009	Meet with Carrie and CTS for VoIP discussion Discuss NJ to CA direct dial issue with Dave and Brian. Requires reconfig of Avaya IP Office. Update all parties. Discuss Webex rollout with Dustin as well as conference scheduling solution requested by Cam.. Assist Cam with enabling webex on his desktop, 4 hrs @ \$125.00/hr	500.00
09/08/2009	Confer with Carrie regarding I.T. status meet Discuss webex webinar for Cam training with Dustin. Email communicae with Kitty regarding Cablevision onsite Confirm static IP addresses from Cablevision with Dave and Brian B., 4 hrs @ \$125.00/hr	500.00
09/09/2009	Confirm webex invoice Decline invite to webex webinar this afternoon at 3:30pm., 2 hrs @ \$125.00/hr	250.00
	Continue to the next page.	

included in a widely disseminated press release intended for and made available to the general public, or (iii) it has been widely reported in the media. Any information which does not meet these standards is considered "nonpublic." Any doubts in this regard should be resolved in favor of considering it "nonpublic."

3. **Security.** The term "security" includes the Common Stock and any put, call, option, warrant, right or privilege with respect to the Common Stock. Securities also include preferred stock, certain debt instruments, and securities indices. All types of securities are covered by this Policy, whether or not they are traded on an exchange or in the over-the-counter market or otherwise.

4. **Affiliate.** An "affiliate" of a person is a person who directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with that person. Control for this purpose means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

C. **Penalties and Sanctions**

VIOLATION OF CERTAIN OF THESE POLICIES CAN CONSTITUTE A CRIME UNDER THE FEDERAL SECURITIES LAWS WHICH IS PUNISHABLE BY FINES UP TO \$1 MILLION AND 10 YEARS IN JAIL. In addition, the Securities and Exchange Commission may seek a civil penalty of up to three times the profits gained or losses avoided from trading while in possession of, or disclosing, material nonpublic information. Private legal actions may also be brought seeking money damages by persons who traded in securities contemporaneously with a violation of certain of these policies, which under certain circumstances can be up to three times the profits gained or losses avoided by the violator.

Employers and other controlling persons (such as officers and directors) also face penalties under the Federal securities laws, under certain circumstances, if they fail to take steps like the adoption of this Policy to prevent violations of the Federal securities laws. It is therefore important for both ReGen and you that violations of this Policy be prevented.

STRICT COMPLIANCE WITH THESE POLICIES AND PROCEDURES IS EXPECTED OF ALL SUBJECT PERSONS AND ANY VIOLATION MAY RESULT IN SEVERE SANCTIONS, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT OR AGENCY WITH REGEN.

IN ADDITION TO THESE POLICIES AND PROCEDURES, SUBJECT PERSONS ARE INDIVIDUALLY RESPONSIBLE FOR COMPLYING WITH THE FEDERAL SECURITIES LAWS, AND WILL BE PERSONALLY LIABLE FOR THEIR OWN VIOLATIONS.

4. **IF ANY SUBJECT PERSON BECOMES AWARE THAT ANY OTHER SUBJECT PERSON IS VIOLATING, OR IS ABOUT TO VIOLATE, ANY OF THESE POLICIES, SUCH VIOLATION OR INCIPIENT VIOLATION, MUST BE REPORTED IMMEDIATELY TO REGEN'S CHIEF FINANCIAL OFFICER.**

B. Important Definitions

In order for Subject Persons to comply with the Policy, it is important they understand the meaning and scope of the following terms:

1. **Material Information.** Information is material for purposes of this Policy if (i) there is a substantial likelihood an investor would consider it important in deciding whether to buy, sell or hold a security, or (ii) disclosure of the information would have a significant impact on the price of a security. Information can be material (a) whether it is positive or negative, (b) whether it was received from ReGen or from a source not connected with ReGen, (c) whether it affects ReGen or its business, financial condition, results of operations, assets, net worth or future prospects, or affects the market price of ReGen's common stock ("Common Stock"), or (d) even though it would not by itself determine an investor's decision or affect the market price. It is important to bear in mind that information need not be historical or certain to be material; events or financial forecasts that are uncertain or contingent may also be material depending on their magnitude and likelihood of occurrence.

Although it is not possible to list all types of information that may be "material," information concerning the following events should be presumed to be "material" for purposes of this Policy: results of operations, especially earnings; financial forecasts, especially estimates of earnings; significant changes in previously disclosed financial information; increases or decreases in dividends or the decision to declare dividends; declaration of stock splits or stock dividends; proposals or agreements regarding mergers, acquisitions or dispositions; proposed issuances of new securities; significant expansion or reduction of operations; significant increases or decreases in business; the award or loss of a significant contract; significant development of new products or services to be introduced; significant changes in borrowings; significant license arrangements; major litigation or contingent liabilities or obligations; significant changes in financial liquidity; other significant positive or negative events; and significant changes in management. This list is not exhaustive. Other types of information may be material at any particular time, depending on the circumstances.

WHEN IN DOUBT, INFORMATION SHOULD ALWAYS BE PRESUMED TO BE MATERIAL.

2. **Nonpublic.** In order for information to be considered "publicly available" or "made available to the public," and therefore no longer "nonpublic" for purposes of this Policy, it must have been released by ReGen through appropriate public media in a manner designed to achieve a broad dissemination to the investing public generally and without favoring any special person or group. Information should be considered to have been "made available to the public" or "publicly available" only if (i) it has been disclosed in an annual or quarterly report by ReGen (or ReGen with which we have or are proposing to have business dealings, as the case may be), (ii) it has been

EXHIBIT E

POLICY REGARDING SECURITIES HANDLING OF NONPUBLIC INFORMATION

This Policy sets forth requirements that all Employees and agents of ReGen Biologics, Inc. ("ReGen") must follow, arising from its responsibilities as a public company. In view of the potential for abuse, this Policy is also applicable to relatives who share the same home with Employees, agents or persons under the control of Employees, agents or such relatives (such Employees, agents, relatives and control persons are referred to collectively herein as "Subject Person(s)").

A. Policies

1. **NO SUBJECT PERSON WHO POSSESSES (OR HAS REASON TO KNOW REGEN POSSESSES) MATERIAL NONPUBLIC INFORMATION CONCERNING REGEN, OR ANY PUBLICLY-HELD COMPANY WITH WHICH REGEN IS DEALING OR PROPOSES TO DEAL (SUCH AS CLIENTS, SUPPLIERS OR ACQUISITION CANDIDATES), SHALL ENGAGE IN ANY OF THE ACTIVITIES LISTED IN (i) OR (ii) BELOW, UNTIL AFTER THE CLOSE OF MARKET ON THE SECOND TRADING DAY AFTER THE DATE ON WHICH SUCH INFORMATION HAS BEEN MADE PUBLICLY AVAILABLE:**
 - (i) **PURCHASE OR SELL SECURITIES OF REGEN OR ANY SUCH OTHER COMPANY, OR**
 - (ii) **DISCLOSE SUCH INFORMATION TO ANY PERSON, EXCEPT TO REGEN PERSONNEL, OR AUTHORIZED AGENTS OF REGEN, WHO NEED TO KNOW SUCH INFORMATION TO FULFILL THEIR RESPONSIBILITIES TO REGEN.**
2. **SUBJECT PERSONS ARE STRICTLY PROHIBITED FROM DISCLOSING OR OTHERWISE USING NONPUBLIC INFORMATION ACQUIRED IN THE COURSE OF THEIR EMPLOYMENT OR AGENCY WITH REGEN FOR THEIR DIRECT OR INDIRECT PERSONAL BENEFIT, GAIN OR PROFIT.**
3. **SUBJECT PERSONS SHALL REFER ALL INQUIRIES FROM OTHER EMPLOYEES OR AGENTS OF REGEN OR NON-EMPLOYEES, INCLUDING SECURITIES ANALYSTS, STOCK BROKERS, INVESTMENT ADVISORS, AND SECURITIES REGULATORS, AND THE MEDIA REGARDING REGEN, ITS SECURITIES, BUSINESS OPERATIONS OR FINANCIAL CONDITION, OR ANY SIMILAR INFORMATION CONCERNING PUBLICLY-HELD COMPANIES WITH WHICH REGEN IS DEALING OR PROPOSING TO DEAL (SUCH AS CUSTOMERS, SUPPLIERS, OR ACQUISITION CANDIDATES) TO REGEN'S CHIEF FINANCIAL OFFICER.**

EXHIBIT D

ASSIGNMENT OF COPYRIGHT

For good and valuable consideration which has been received, the undersigned sells, assigns and transfers to Client, a _____ corporation, and its successors and assigns, the copyright in and to the following work, which was created by the following indicated author(s):

Title: _____

Author(s): _____

Copyright Office Identification No. (if any): _____

and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto.

Executed this _____ day of _____, 200_____.

Signature: _____

Printed Name: _____

EXHIBIT C

PRIOR WORK PRODUCT DISCLOSURE

None, unless otherwise identified as follows:

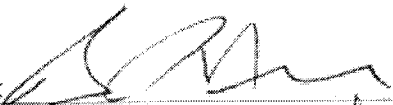
EXHIBIT B

CONFLICT OF INTEREST DISCLOSURE

None, unless otherwise identified as follows:

NOTE: This Project Assignment is governed by the terms of an Independent Contractor Services Agreement in effect between Client and Contractor. Any item in this Project Assignment which is inconsistent with that Agreement is invalid.


CLIENT: ReGen Biologics, Inc.

Signed: 

Name: Brian D. Urdi

Title: SVP & CFO

CONTRACTOR:

Signed: 

Name: Peter H. Gandy

Title: Chief Executive Officer

GPCC: Falconer System Controls

EXHIBIT A
PROJECT ASSIGNMENT
January 1, 2009

Client Manager

The Client Manager for this Project Assignment shall be: Brion Umidi, Senior Vice President and Chief Financial Officer

Services

The Contractor will provide services as requested by Client to include guidance, analysis, development and administration of a comprehensive information technology (IT) infrastructure throughout the ReGen Biologics organization that will enhance business continuity by sustaining manageable data flow between offices with the intent of improving efficiency and accountability of technology processes associated with the corporate objectives, as more fully described in the Information Technology Position Description dated February 3, 2009 and as updated from time to time or otherwise directed by the Client Manager.

Compensation

Beginning February 1, 2009, fees for service in connection with this project assignment will be calculated based upon a fixed monthly rate of \$10,000 for up to 80 hours per month. Additional hours beyond 80 hours per month shall be approved in advance by the Client Manager and invoiced at \$125.00 per hour. Client agrees to pay the February 2009 fee in advance and thereafter fees will be invoiced monthly for work performed in the previous month.

Contractor shall track hours worked for each significant project or category of projects and shall submit a statement of hours together with each monthly invoice for work performed the previous month. Client shall pay Contractor invoices within 30 days of receipt.

If this Project Assignment or the Independent Contractor Services Agreement which governs it is terminated for any reason, fees will be paid based on contractor time spent through the effective date of termination.

Expenses

Client will reimburse Contractor for all reasonable and documented out of pocket expenses incurred in connection with the services performed under this Project Assignment. All expenses in excess of \$200 per month must be pre-approved by Client.

CLIENT:

ReGen Biologies, Inc.

Signed: [Signature]

Name: Brian D. Ward

Title: SVP & CFO

Address:

411 Hackensack Avenue
Hackensack, NJ 07601

Attention: Chief Financial Officer

CONTRACTOR:

Information Systems Consulting, LLC

Signed: [Signature]

Name: Robert M. Parvaz

Title: Chief Executive Officer
(If Applicable)

Address:

P.O. Box 4153
Summit, NJ 07903

Attention: _____

For copyright registration purposes only,
contractor must provide the following
information:

Date of Birth: 12-26-69

Nationality or Domicile: U.S. Citizen

the signature page of this Agreement.
The other party may change its mailing address by
notice as provided by this section.

4 Legal Fees. If any dispute arises
between the parties with respect to the matters
covered by this Agreement which leads to a
proceeding to resolve such dispute, the
prevailing party in such proceeding shall be
entitled to receive its reasonable attorneys'
fees, expert witness fees and out-of-pocket
costs incurred in connection with such
proceeding, in addition to any other relief it
may be awarded.

5 Injunctive Relief. A breach of any of
the promises or agreements contained in this
agreement may result in irreparable and
continuing damage to Client for which there
may be no adequate remedy at law, and Client
therefore entitled to seek injunctive relief as
well as such other and further relief as may be
appropriate.

6 Survival. The following provisions
shall survive termination of this Agreement:
Section 4, Section 5 and Section 7.3.

7 Entire Agreement. This Agreement
sets forth the entire understanding and
agreement of the parties and supersedes any and
all other agreements, written or oral, regarding
the subject matter of this Agreement. It may
not be changed orally but only by a writing
signed by both parties. The terms of this
agreement will govern all Project
assignments and services undertaken by
Contractor for Client.

Product; and (e) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party. Contractor will indemnify and hold harmless Client, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Client set forth in this Section 5 of the Agreement.

6. Policies for Securities Trading and Handling of Nonpublic Information.

Contractor agrees to comply with Client's Policy Regarding Securities Handling of Nonpublic Information (the "Policy") attached to this Agreement as Exhibit E. Contractor acknowledges that Contractor's agreement to comply with the Policy does not create an employer-employee relationship between Contractor and Client. Contractor acknowledges that in addition to the Policy, Contractor is individually responsible for complying with securities laws, and will be personally liable for Contractor's own violations.

7. TERMINATION.

7.1 Termination by Client. Client may terminate this Agreement at any time and without any breach by Contractor upon fifteen (15) days' prior written notice to Contractor. Client may also terminate this Agreement immediately in its sole discretion upon Contractor's material breach of Section 4, Section 6 and/or Section 7.3.

7.2 Termination by Contractor. Contractor may terminate this Agreement at any time and without any breach by Client upon fifteen (15) days' prior written notice to Client.

7.3 Non-Solicitation. During and for a period of two (2) years immediately following termination of this Agreement by either party, Contractor agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Client.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

8.2 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. No failure or delay on the part of Client to exercise any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

8.3 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for

Work Product, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights (the "Intellectual Property Rights"). Contractor retains no rights to use the Client Work Product and agrees not to challenge the validity of Client's ownership in the Client Work Product.

4.5 Waiver of Assignment of Other Rights.

If Contractor has any rights to the Client Work Product that cannot be assigned to Client, Contractor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights. If Contractor has any right to the Client Work Product that cannot be assigned to Client or waived by Contractor, Contractor unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

4.6 Assistance. Contractor agrees to cooperate with Client or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of Client's rights in Client Work Product and to execute, when requested any other documents deemed necessary by Client to carry out the purpose of this Agreement. Contractor agrees to execute upon Client's request a signed transfer of copyright to Client in the form attached to this Agreement as Exhibit D for all Client Work product subject to copyright protection, including, without limitation, computer programs, notes, sketches, drawings and

reports. In the event that Client is unable for any reason to secure Contractor's signature to any document required to apply for or execute any patent, copyright or other applications with respect to any Client Work Product (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Contractor hereby irrevocably designates and appoints Client and its duly authorized officers and agents as its agents and attorneys in fact to act for and in its behalf and instead of Contractor, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works or other rights thereon with the same legal force and effect as if executed by Contractor.

4.7 Return of Client Property. Upon termination of this Agreement for any reason or in any manner, or at any earlier time upon Client's request, Contractor agrees to promptly deliver all Client property, including but not limited to all tangible embodiments of the Client Work Product, and all copies of Client property in Contractor's possession to Client.

5. REPRESENTATIONS AND WARRANTIES: INDEMNIFICATION.

Contractor hereby represents and warrants that (a) the Client Work Product will be an original work of Contractor and any third parties will have executed assignment of rights reasonably acceptable to Client; (b) neither the Client Work Product nor any element thereof will infringe the Intellectual Property Rights of any third party; (c) neither the Client Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (d) Contractor will not grant, directly or indirectly, any rights or interest to third parties whatsoever in the Client Work

4. TRADE SECRETS -
INTELLECTUAL PROPERTY
RIGHTS.

4.1 Confidential Information. Contractor agrees during the term of this Agreement and thereafter to take all steps necessary to hold Client's Confidential Information in trust and confidence. "Confidential Information" includes, but is not limited to, technical and business information relating to Client's inventions or products, research and development, production, manufacturing and engineering processes, costs, profit or margin information, employee skills and salaries, finances, customers, marketing, and production and future business plans, and any third party's proprietary or confidential information disclosed to Contractor in the course of providing services to Client. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be Client Confidential Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Contractor from a third party without confidential limitations; (3) it has been independently developed for Contractor by personnel or agents having no access to the Client Confidential Information; or (4) it was known to Contractor prior to its first receipt from Client. If Contractor is not sure if particular Company or third party information is "Confidential Information," then Contractor agrees to treat all such information as Confidential Information until Contractor is able to determine whether or not the particular information is confidential, through discussions with an authorized officer of Client, whose designation of information as Confidential Information shall be binding on Contractor.

4.2 No Conflict of Interest. Contractor

agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Contractor's obligations under this Agreement or the scope of services rendered for Client. Contractor warrants that to the best of Contractor's knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement, unless a copy of such contract or a description of such duty is attached to this Agreement as Exhibit B. Contractor further agrees not to disclose to Client, or bring onto Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Contractor.

4.3 Disclosure of Work Product. As used in this Agreement, the term "Work Product" means any new or useful art discovery, improvement or invention whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. Contractor agrees to disclose promptly in writing to Client, or any person designated by Client, all Work Product which is solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for Client ("Client Work Product"). Contractor represents that any Work Product relating to Client's business or research and development which Contractor has made, conceived or reduced to practice at the time of signing this Agreement ("Prior Work Product") has been disclosed in writing to Client and attached to this Agreement as Exhibit C.

4.4 Assignment of Client Work Product. Contractor irrevocably assigns to Client all right, title and interest worldwide in and to the Client Work Product and all applicable intellectual property rights related to the Client

Contractor Name: **Information Systems Consulting, LLC**

Term: January 1, 2009 ("Effective Date") until terminated ("Termination Date")

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is between ReGen Biologics, Inc., a Delaware corporation and its successors or assigns ("Client") and the undersigned (the "Contractor").

1. ENGAGEMENT OF SERVICES.

Client may from time to time issue Project Assignment(s) in the form attached to this Agreement as Exhibit A. Subject to the terms of this Agreement, Contractor will, to the best of Contractor's ability, render the services set forth in Project Assignment(s) accepted by Contractor by the completion dates set forth therein. Contractor may not subcontract or otherwise delegate Contractor's obligations under this Agreement without Client's prior written consent.

2. COMPENSATION. Client will pay Contractor a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Contractor. Contractor will be reimbursed for any reasonable expenses incurred in connection with the performance of services under this Agreement provided Contractor submits verification of such expenses as Client may require. Upon termination of this Agreement for any reason, Contractor will be paid fees and expenses on a proportional basis as stated in the Project Assignment(s) for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for work which is in progress, Client will pay the Contractor for services and will reimburse the Contractor for previously approved expenses within thirty (30) days of the date of Contractor's invoice. Invoices must be

provided to Client no later than thirty (30) days following the date of performance of such services or the date such expenses were incurred.

3. INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client unless specifically requested or authorized to do so by a Client Manager as defined in Exhibit A or a duly authorized corporate officer of the Client. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. Contractor must maintain and will be solely responsible for keeping adequate records of expenses incurred in the course of performing services under this Agreement. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

Date	Activity	Amount
	Diana says this is not an issue as we dont have this access.. altho we do look at individual access to the system.	
08/15/2009	One system administrator not involved in daily processing (Ruth) Shes involved with inventory not cash or transactions., 4 hrs @ \$125.00/hr	
	Receive Carrie email regarding access to the Shared folder for the sales division to Mark Davis, Phil Palin and Brion, 15 mins @ \$125.00/hr	31.25
08/17/2009	Review Intermedia maintenance schedule.	250.00
	Consult with Kristy at webex regarding proposed rollout meeting	
	Review Juma's proposals emailed via Joan.	
	Review Maureen A. Angelucci of Paetec initial contact and proposed cutover schedule for NJ office.	
	Receive Carrie email regarding Barbara Holderegger-Perks&; and Caroline Herzberger, 2 hrs @ \$125.00/hr	
	Continue to the next page.	

Date	Activity	Amount
08/18/2009	<p>Consult with Cam regarding use of Webex conferencing. Update agenda and facilitate I.T. Meeting</p> <ol style="list-style-type: none"> 1. Webex <ol style="list-style-type: none"> a. How is the conferencing? <ul style="list-style-type: none"> - Brion has used this and no problem! - Brion will use the web conf portion. b. Has Cam used this? Awaiting response. <ul style="list-style-type: none"> - Jay doesnt think so. c. System Management Solution discussion <ul style="list-style-type: none"> Should have this discussion with ITSC... - Brion how does this compare cost-wise? - What are the other solutions? - Brion says this is a good idea. - Jay is concerned about the amount of IT evolutions simultaneous. - Asset Management - Patch Management - Software Distribution - Virus Protection - Remote Access 2. Paetec <ol style="list-style-type: none"> a. Has suggested the reconfig take place Monday, August 31st @ 5 p.m.. Approx 30-min cutover. <ul style="list-style-type: none"> - Give them go-ahead... coordination with Juma, b. Email Kitty and Joan regarding. c. Will voicemail be affected? d. Efax will not be affected. 3. Intermedia <ol style="list-style-type: none"> a. In communicae with Mike Smelser for simplified migration steps and >50-mailbox price point. b. Help ticket in for populating mailing groups, adding in location and phone number to the email addresses in the Outlook contact list c. Global calendar set up pending - Kitty is Admin... for scheduling time off and vaca d. Sharepoint implementation 4. Document retention <ol style="list-style-type: none"> a. William Moreno of ZyLAB Information Access Solutions.. must have own server. b. Iron Mountain... NJ rep to contact me for solutions review. c. Carrie and I will review legal document categories and subject matters d. Must define how many approximate volume of documents to be converted. 5. VoIP research <ol style="list-style-type: none"> a. Conversing with David Brown at CTS for recommendations b. Recommend onsite meet to review at some point 6. Other business <ol style="list-style-type: none"> a. ITSC agenda review Aug 25th <p>Continue to the next page.</p>	500.00

Date	Activity	Amount
	<p>- With more resources... given the resource constraints... certain evolutions will be at a higher priority level.</p> <p>b. Explain to ITSC why we are doing what we are doing and what the priorities are.</p> <p>c. More effective communication to local IT resources.. what is going on?</p> <p>d. Certain things need to be done.</p> <p>e. Brion.. here is the plan of attack. Here is the assessment... local resources. NJ Dave. or employees in locations. Will need to talk with Brad. Have to have a solid inventory.. top to bottom.</p> <p>Standardized administrative approach to systems management.</p> <p>Note: Doug has Acronis.</p> <p>f. File sharing issues... Sharepoint.. Intermedia upgrade. Upgrade to MPLS WAN.</p> <p>g. Brion mentions that Jay now takes over the I.T. responsibility. Approved through Gary.</p> <p>7. Send ITSC draft agenda for Jay..., 4 hrs @ \$125.00/hr</p>	
08/19/2009	<p>Consult with Paetec for cut over of NJ T-1</p> <p>Consult with Webex regarding Meeting Center and Systems Management</p> <p>Coordinate roll-out conference.</p> <p>Assist Dan Kowalski with intermittent failed send of emails</p> <p>Review Intermedia instructions</p> <p>Emailed Intermedia account info... as a help ticket.</p> <p>Granted permission to shared folder Sales division to Mark, Brion and Phil</p>	625.00
08/20/2009	<p>Discuss Zylab solutions with Will Moreno for document retention, 5 hrs @ \$125.00/hr</p> <p>Assist Jay with deleting old epartnersinc address.</p>	375.00
08/21/2009	<p>Coordinate cutover conference call with Paetec and Juma</p> <p>Subject: Regen biologics / MA / V-3708950 / Data-3708931 / Hot cut</p> <p>When: Monday, August 31, 2009 5:00 PM-6:00 PM (GMT-05:00) Eastern Time (US & Canada).</p> <p>Where: Conference bridge 401 694 1540 pin 7297, 3 hrs @ \$125.00/hr</p>	31.25
08/23/2009	<p>Assist Cam with email backup strategies., 15 mins @ \$125.00/hr</p>	31.25
08/23/2009	<p>Assist Cam with Exchange error One or more rules could not be uploaded to Exchange server and have been deactivated.</p> <p>http://support.microsoft.com/kb/886616, 15 mins @ \$125.00/hr</p>	
	<p>Continue to the next page.</p>	

Date	Activity	Amount
08/24/2009	<p>Webex email Dustin for comparisons www.ganconference.com http://www.teamviewer.com/index.aspx quick visuals logmein</p> <p>** Regarding Paetec PRI... confirmed with brian of juma this is a go</p> <p>Intermedia - Officially submitted support request for integrating addresses and phone numbers. - Emailed Carrie regarding global calendar - Emailed Mike Smelser for brief summary of migration steps.</p> <p>Document retention - Contact Iron Mountain rep... Todd calls and escalates this to I.T. team</p> <p>VoIP research - email carrie for dates..., 4 hrs @ \$125.00/hr</p> <p>Continue to the next page.</p>	500.00

Date	Activity	Amount
08/25/2009	<p>Prepare for and facilitate IT meet</p> <ol style="list-style-type: none"> 1. Webex <ol style="list-style-type: none"> a. Joan has been made the billing contact b. System Management Solution discussion Should have this discussion with ITSC... c. Comparing other solutions <ol style="list-style-type: none"> i. www.ganconference.com (just conferencing) ii. www.teamviewer.com (Support as you go.. just remote access) iii. www.logmein.com (Logmein I.T. reach - remote systems management) iv. www.ironmountain.com v. www.conference.com - Asset Management - Patch Management - Software Distribution - Virus Protection - Remote Access <p>Cisco... owns webex Brion video conferencing Helps to checkout the competition. Brion suggests keep with webex.. instead of other vendors. Jay suggests the same... excepting any major changes in cost.</p> <ol style="list-style-type: none"> 2. Paetec/Juma <ol style="list-style-type: none"> a. Reconfig on Monday, August 31st @ 5 p.m.. Approx 30-min cutover. b. Juma will have onsite Tech. c. NJ Avaya system VoIP capable.. confirming any voice routing (if used) tunneling through Optimum ISP *** Need a wireless connection into NJ. *** upgrade possibility 3. Intermedia <ol style="list-style-type: none"> a. Brief migration strategy summary and 50-mailbox price point pending Mike Smelser. b. Import an ascii-based csv file to populate mailing groups or have it done internally c. Global calendar configuration with Carrie d. Sharepoint implementation e. phased implementation f. cleanup mailing groups!!! g. Grant access to Carrie, Kitty to update contacts... i. email out a note that we updated the list to confirm directory is good and for any changes. 4. Document retention <ol style="list-style-type: none"> a. William Moreno of ZyLAB Information Access Solutions.. must have own server. b. Iron Mountain... conference call with Phil today... servers in-house c. Legal document categories and subject matters review - (Mid Sept for Carrie to get with Diana and Doug) d. Define approximate volume of documents to be converted. <p>Continue to the next page.</p>	750.00

Date	Activity	Amount
08/26/2009	<p>5. VoIP research</p> <p>a. Coordinating onsite meet to review at some point</p> <p>b. Note: Juma indicates NJ Avaya is VoIP capable</p> <p>i. Connection to RWC is likely shared T-1... check with Joan.</p> <p>6. Other business</p> <p>a. ITSC agenda review Aug 25th</p> <ul style="list-style-type: none"> - Plan of attack - Assessment - Local resources - Solid inventory - Standardized administrative approach to systems management. - Document flow, control, retention and file sharing issues <p>Forward Kristys info about getting the execs up and running...</p> <p>*Schedule VoIP meet at CTS</p> <p>Email Kitty my address info</p> <p>Confirm International Long distance through webex for Switzerland, 6 hrs @ \$125.00/hr</p> <p>Confer with Carrie regarding changes to ITSC agenda</p> <p>Troubleshoot population of address fields in updated ReGen address book. Must download new address book.</p> <p>Close intermedia support request regarding populating mailboxes</p> <p>Confer with Carrie regarding columns in the ReGen address book. This is hardcoded in Outlook and cannot be modified.</p> <p>Review communicae between Carrie and Doug regarding document retention policies, and backup solutions in RWC.</p> <p>Request list of SOP's I should be familiar with from Doug. Receive and begin reviewing list.</p>	625.00
08/27/2009	<p>Access the Intranet following Doug setting up account., 5 hrs @ \$125.00/hr</p> <p>Reschedule CTS VoIP meet</p> <p>Confirm intent to address onsite issues tomorrow with Carrie</p> <p>Clarify that Juma will have onsite support at NJ office for migration on Monday. Advise Kitty to be onsite during this time.</p> <p>Confer with Cam about use of Webex conferencing. Relay rep Kristine Jackson info to him.</p> <p>Confer with Iron Mountain regarding requirements and proposed meeting time., 4 hrs @ \$125.00/hr</p> <p>Continue to the next page.</p>	500.00

Date	Activity	Amount
08/28/2009	<p>Revise ITSC agenda and resubmit</p> <p>Draft meeting talking notes</p> <p>Confirm Intermedia limits on accounts, contacts, etc per Carrie request</p> <p>Email Mike Smelser of Intermedia for status of on migration summary and >50 mailbox options.</p> <p>Carrie reports Outlook error occurs nearly daily</p> <p>Review Marcel's requests regarding improved Internet speeds and associate speeds accessing RWC servers and ability to update the website.</p> <p>Coordinate with Carrie to address onsite issues after the ITSC</p> <p>Confer with Kitty regarding Gary's request if we have PRI (bundled or direct from smart jack)? Also, what protocol is our system using—NI-1, NI-2, 5ESS or 40SS. Escalate to Karen K.</p> <p>Review Will Moreno of Zylab's followup</p> <p>Review emails from Cam and Kristie regarding use of Webex.</p> <p>Facilitate ITSC</p> <p>Review Doug's proposed broadband increase at RWC. Contact Comcast.. no service available. Check with Verizon as well.</p> <p>Review email from Carrie regarding calendar sharing and ability to transfer emails from a user box when they separate</p> <p>Review Dustin Phillips reply regarding MS as a competitor to Webex SM, 7 hrs @ \$125.00/hr</p>	875.00

Thank you for your business!

SUBTOTAL	\$10,000.00
TAX (6%)	\$0.00
TOTAL	\$10,000.00
PAYMENT	\$1,000.00
BALANCE DUE	\$9,000.00