


United States Bankruptcy Court District of Delaware	PROOF OF CLAIM	This space for Court Use Only
In re (Name of Debtor): Regen Biologics, Inc. & RBIO Inc.		11-11083 (PJW)
Note: This form should not be used to make a claim for 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.		
Name of Creditor: IPFS Corporation fdba Imperial Credit Corporation	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach statement giving particulars.	
Name and address where notices should be sent: Imperial Credit Corporation 101 Hudson Street, 34th Floor Jersey City, New Jersey 07302 (800) 221-3450	<input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account number by which creditor identifies debtor: 15-011-047889-7 / 15-011-048813-2	Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previous claim filed on	
1. Basis for Claim		
<input type="checkbox"/> Goods Sold <input type="checkbox"/> Services Performed <input checked="" type="checkbox"/> Money Loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other: Breach of Contract	<div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold;">JUN 27 2011</div> <div style="font-size: 1.5em; font-weight: bold;">BMC GROUP</div>	<input type="checkbox"/> Retiree Benefits as defined in 11 U.S.C. 1114(a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your SS# - - Unpaid compensation for services performed from _____ to _____.
2. Date debt was incurred: 01/14/11 - 03/08/11		3. If court judgment, date obtained:
4. Total Amount of Claim: at least \$70,193.49 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other: Insurance Return Premiums Estimated Value of Collateral: \$97,920.75 Amount of Arrearage and other charges at time case filed included in security claim, if any: \$	6. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____. Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)*, earned cessation of the debtor's business, whichever is earlier. <input type="checkbox"/> Contributions to an employee benefit plan--11 USC 507(a) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease or rental of a property or services for personal, family or household use. 11 USC 507 (a)(6). <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child. 11 USC 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units. <input type="checkbox"/> Other--Specify applicable paragraph of 11USC 507 (a)(____) *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
8. Supporting documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statement of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. 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.		
Date: 06/20/11		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim:
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 USC 152 and 3571.		<div style="font-family: cursive; font-size: 1.2em;">Joan Stratton</div> Joan Stratton

Regen Biologics

 00026

**This space for
Court Use Only**

**PREMIUM FINANCE AGREEMENT
DISCLOSURE STATEMENT
AND SECURITY AGREEMENT**
NC License # B-345



IMPERIAL CREDIT CORPORATION
877-802-4242
101 Hudson Street, Jersey City, NJ 07302
1001 Winstead Drive, Suite 500, Cary, NC 27513
45 East River Park Place West, Suite 308, Fresno, CA 93720

501101884

A	TOTAL PREMIUMS	\$	166,436.47	BORROWER / INSURED (The "Insured") (Name, Address and Telephone Number)	Acct. No.		
B	CASH DOWN PAYMENT REQUIRED	\$	16,644.00				
C	AMOUNT FINANCED (The Amount of Credit Provided to Insured or on its behalf)	\$	149,791.47	ReGen Biologics Inc & RBIO Inc 411 Hackensack Ave 10th Floor			
D	FINANCE CHARGE (Dollar amount credit will cost)	\$	3,201.33	Hackensack NJ 07601			
				E-Mail Address (optional):			
D	FINANCE CHARGE (Dollar amount credit will cost)	\$	3,201.33	ANNUAL PERCENTAGE RATE	5.10 %		
				(Cost of Credit figured as a yearly rate)			
E	FLORIDA DOCUMENTARY STAMP TAX	\$	0.00	PAYMENT SCHEDULE			
				Amount of Each Payment	Number of Payments	1 st Payment Due	Final Payment Due
					Annual	Qty	Monthly
F	TOTAL PAYMENTS (Amounts which will have been paid after making all scheduled payments)	\$	152,892.80	16,999.20		9	02/15/2011 10/15/2011

SEE PAGE 3 FOR SCHEDULE OF FINANCED POLICIES

**AGREEMENT OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)
THE UNDERSIGNED INSURED:**

- In consideration of the premium payments being financed and, if applicable, the down payment being advanced by IPFS Corporation d/b/a Imperial Credit Corporation ("LENDER") to the insurance companies listed on the SCHEDULE OF FINANCED POLICIES, or their representative, agrees to pay LENDER the TOTAL OF PAYMENTS to be made in accordance with the PAYMENT SCHEDULE, and if applicable, the amount of any down payment advanced by LENDER, subject to the provisions set forth in this Agreement.
- a. Irrevocably appoints LENDER Attorney-In-Fact with full authority, in the event of default, to (i) cancel the said Policies in accordance with the provisions herein, (ii) receive all sums assigned to LENDER and (iii) execute and deliver on behalf of the Undersigned Insured all documents, forms and notices relating to the insurance policies listed on the SCHEDULE OF FINANCED POLICIES to furtherance of this Agreement (Clauses (i) and (ii) not applicable in Florida).
b. If there is an amount listed as "Brokers Fee" in the Schedule of Policies, this fee is charged under Section 2119 of the New York Insurance Law or the Law, if any, of the state in which Insured lives. This fee is charged for obtaining and servicing the Policy for where the risk to be insured under the Policy resides (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).
c. A fee of \$ none, which is not being financed, has been charged under the provisions of these Laws. If none has been charged, the word "none" is shown (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).

AGENT OR BROKER Woodruff-Sawyer & Co.
BUSINESS ADDRESS

220 Bush Street, 7th Floor

San Francisco CA 94104

TEL/NO/E-MAIL ADDRESS 415.391.2141

The Undersigned Agent or Broker:

- Represents and warrants as follows: (a) to the best of the undersigned's knowledge and belief, the Insured's signature is genuine or, to the extent permitted by applicable Law, the undersigned Agent or Broker has been authorized by the Insured to sign this Agreement on their behalf, (b) the Insured has received a copy of this Agreement, (c) the scheduled Policies are in full force and effect and the premiums indicated therefore are correct, (d) the Insured may cancel all scheduled Policies immediately upon request, (e) none of the Policies scheduled in the Agreement are non-cancelable, and (f) the down payment as indicated in Box "B" and installments totaling _____ have been collected and are being retained by us.
- Upon cancellation of any of the scheduled Policies, the undersigned Agent or Broker agrees upon demand to pay to LENDER or its assigns their commission on any unearned premiums applicable to the cancelled Policies.

INSURANCE PREMIUM FINANCE AGREEMENT NOTICE

NOTICE: 1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to a complete filled-in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions obtain a partial refund of the service charge. 4. Keep your copy of this Agreement to protect your legal rights.

**THE AGENT OR BROKER AGREES TO THE
PROVISIONS ABOVE AND ON PAGE 3**

**THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON PAGES
2 AND 3**

DATE

SIGNATURE (AND TITLE) OF INSURED(S) OR AGENT OR
BROKER ON THEIR BEHALF (to extent permitted by Law)

DATE

SIGNATURE AND TITLE OF AGENT OR BROKER

ADDITIONAL AGREEMENTS OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)

3. **Cancellation.** LENDER may cancel the insurance Policies listed in the schedule after providing at least 10 days written notice of intent to cancel (13 days in New York, 15 days in Pennsylvania) if the Insured does not pay any installment or transfers any of the scheduled policies to a third party, provided said default is not cured within such period, and LENDER may proceed to collect the entire unpaid balance due hereunder or any part thereof by appropriate legal proceedings. If any default results in the cancellation of the Policy, Insured agrees to pay a cancellation charge in accordance with applicable law (North Carolina - None; Florida - None).
4. **Money Received After Cancellation.** Any payment received after Policy cancellation may be credited to the indebtedness due hereunder without any liability or obligation on the part of LENDER to request reinstatement of such cancelled Policy. Any sum received from an insurance company shall be credited to the balance due hereunder; any surplus shall be paid over to the Insured; in case of deficiency, the Insured shall pay the same. In the event that LENDER does request a reinstatement of the Policy on behalf of the Insured, such a request does not guarantee that coverage under the Policy will be reinstated or continued. Only the insurance company has authority to reinstate the Policy. The Insured agrees that LENDER has no liability to the Insured if the Policy is not reinstated.
5. **Application of Payments.** If applicable law permits, all payments received by LENDER will be applied to the oldest invoice first. Any remaining amounts will be applied to late fees and other charges (if applicable), the remainder will be applied to any other outstanding amounts.
6. **Returned Check Charge.** If any payment made by check or electronic funding is dishonored for any reason, Insured will be charged the maximum fee, if any, permitted under applicable law (Florida - \$15).
7. **Default.** If any of the following happens: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to keep any promise the Insured makes in this Agreement; Insured will be in default; provided, however, that, to the extent required by applicable law, Insured may be held to be in default only upon the occurrence of an event described in clause (a) above. Clauses (b) and (c) not applicable in Florida or North Carolina.
8. **Security.** To secure payment of all amounts due under this Agreement, Insured assigns LENDER a security interest in all right, title and interest to the Policy, including (but only to the extent permitted by applicable law): (a) all money that is or may be due Insured because of a loss under the Policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any return of the premium for the Policy, and (c) dividends which may become due Insured in connection with the Policy.
9. **Right to Demand Immediate Payment in Full.** At any time after default, LENDER can demand and have the right to receive immediate payment (except to the extent otherwise provided by applicable law, in which case LENDER will have the right to receive such payment in accordance with such law) of the total unpaid balance due under this Agreement even if LENDER has not received any refund of unearned premium.
10. **Warranties.** Insured warrants to LENDER (a) to have received a copy of this Agreement and (b) if the Insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the Insured. The Insured represents that it is not presently the subject of or in contemplation of a proceeding in bankruptcy, receivership, or insolvency, or if it is a debtor in bankruptcy, the Bankruptcy Court has authorized this transaction.
11. **Early Payment.** At any time, Insured may pay the whole amount still unpaid. If Insured pays the full amount before it is due, Insured will be given a refund for the unearned Finance Charge computed by the method of refund as required by applicable law.
12. **Assignments.** Insured may not assign the Policy or this Agreement without LENDER's written consent. However, Insured does not need LENDER's written consent to add mortgagees or other persons as loss payees. LENDER may transfer its rights under this Agreement to anyone without Insured's consent. All of LENDER's rights shall inure to the benefit of LENDER's successors and assigns.
13. **Collection.** If money is due and Insured fails to pay, LENDER may collect the unpaid balance from Insured without recourse to the security interest granted under this Agreement.
14. **Late Charges.** Upon default in payment of any installments for not less than five days (or such greater number of days required by applicable law), Insured agrees to pay a late charge in accordance with applicable law. In no event shall such late charge exceed a maximum of 5% of such installment (greater of \$25 or 1.5% in New Jersey; 5% in Massachusetts; greater of \$10 or 5% in Florida).
15. **Finance Charge.** The finance charge begins to accrue from the effective date of this Agreement or the earliest inception date of the insurance Policy(ies) listed on the Schedule of Policies, whichever is earlier. If LENDER terminates this Agreement due to a default, Insured will pay interest on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation and from said date until Insured pays the outstanding indebtedness in full to LENDER. To the extent permitted by applicable law, the Finance Charge may include a nonrefundable agreement charge not to exceed \$20 (\$10 in DE, PA and NY; \$12 in NJ; \$15 in NC, RI and VA; \$16 in MA; \$20 in FL).
16. **Attorney's Fees.** If LENDER hires an attorney to collect any money Insured owes under this Agreement, Insured will pay such attorney fees and other collection costs if and to the extent permitted by applicable law (20% of amount due in Florida).
17. **Agent or Broker.** The Agent or Broker named on the front of this Agreement is neither authorized by LENDER to receive installments payable under this Agreement nor is authorized to make any representations to Insured on LENDER's behalf, either orally or in writing (except to the extent expressly required by applicable law).
18. **Amendments.** If the insurance contract has not been issued at the time of the signing of this Agreement, and if the Policies being financed are assigned risk policies or policies listed in a state fund, the policy numbers, if omitted herein, may be inserted in this Agreement after it has been signed.
19. **Effective Date.** This Agreement will not go into effect until it is accepted by LENDER in writing.
20. **Limitation of Liability.** Insured recognizes and agrees that LENDER is a lender and not an insurance company and that LENDER assumes no liability as an insurer hereunder. LENDER's liability for breach of any of the terms of this Agreement or the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of LENDER's gross negligence or willful misconduct.
21. **Governing Law.** The law of the State of the Insured's residence shall govern this Agreement, except, for Maine Insureds this contract is governed by the laws of the State of New York.
22. **Signature and Acknowledgement.** Insured has signed and received a copy of this Agreement. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of the Insured. All the Insureds listed in any Policy have signed. Insured acknowledges and understands that insurance premium financing law does not require an Insured to enter into a premium financing agreement as a condition of the purchase of any Policy.
23. **Additional Insured.** There is no term or provision in any Policy that would require LENDER to notify or get the consent of any third party to effect cancellation of such Policy.
24. **Privacy/Compensation.** Information regarding our privacy policies and compensation arrangements with your insurance agent/broker may be found at <http://www.Imperialcredit.com/privacy.html>.
25. **Classification of Agreement.** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes.
26. **Formation of Agreement.** Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the Insured and Agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy.

Place (X) If Not Authorized (See #3 below)								SCHEDULE OF POLICIES (Continue Schedule on Attachment If Necessary)							
Policy Number and Prefix (Itemized)	X	Full Name of Insurance Company and Name and Address of Policy Issuing Agent or Company Office To Which Premium is Paid and Notices are Sent	Type of Policy Premium	Audit Info	Earn % Minimum	Term in Mos. Cov. By Prem.	Effective Date			Policy Premiums					
							M/	D/	Y						
		C: Continental Insurance Co	PKG :0		0.00	12	01/15/2011			7,562.00					
		C: American Cas Co of Reading, PA	AUT :0		0.00	12	01/15/2011			468.00					
		C: Continental Insurance Co	FRP :0		0.00	12	01/15/2011			4,453.00					
		C: American Cas Co of Reading, PA	UMB :0		0.00	12	01/15/2011			3,750.00					
		C: Columbia Casualty Company	LIA :0		0.00	12	01/15/2011			50,000.00					
		State Tax								2,500.00					
		C: Carolina Casualty Ins Co	D&O :0		25.00	12	01/15/2011			65,000.00					
		S: Monitor Liability Managers, Inc.	State Tax							585.00					
		C: XL Specialty Insurance Company	XS :0		25.00	12	01/15/2011			31,835.00					
		S: Monitor Liability Managers, Inc.	State Tax							282.47					
							TOTAL PREMIUMS (Record in "A")			166,435.47					

(AR=ASSIGNED RISK), (A=AUDITABLE), (LS=LOSS SENSITIVE)

ADDITIONAL REPRESENTATIONS & WARRANTIES OF BROKER OR AGENT

- Warrants that it is the authorized Policy issuing agent of the insurance companies or the broker placing the coverage directly with the insurance company on all the Policies scheduled except those indicated with an "X" above.
- Warrants that there are no policies included in this Agreement which are subject to audit, report of values, retrospective rating, or minimum earned premium, except as indicated below, and that, if there are any, the deposit or provisional premium thereon is not less than the anticipated premium to be earned for the full term of the Policy.
Policy No.(s): _____ Minimum earned premium, if any: \$ _____
- Warrants that there are no assigned risk policies in the Schedule of Policies except as indicated in the Schedule of Policies.
- The Agent or Broker will hold in trust for LENDER any payments made or credited to the Insured through the Agent or Broker directly, indirectly, actually or constructively, by any of the insurance companies listed in the Schedule of Policies and will pay the monies to LENDER upon demand to satisfy the then outstanding balance hereunder.
- The Agent or Broker will promptly notify LENDER in writing if any information on this Agreement becomes inaccurate.
- Warrants that all material information concerning the Insured and the Policies necessary for LENDER to cancel the Policies and receive the unearned premium has been disclosed to LENDER.
- There is no term or provision in any Policy that would require LENDER to notify or get the consent of any third party to effect cancellation of such Policy.

15-011-048813-2

**PREMIUM FINANCE AGREEMENT
DISCLOSURE STATEMENT
AND SECURITY AGREEMENT**
NC License # B-345



IMPERIAL CREDIT CORPORATION
877- 902-4242
101 Hudson Street, Jersey City, NJ 07302
1001 Winstead Drive, Suite 500, Cary, NC 27513
45 East River Park Place West, Suite 308, Fresno, CA 93720

A	TOTAL PREMIUMS	\$	3,586.00	BORROWER / INSURED (The "Insured") (Name, Address and Telephone Number) Regen Biologics, Inc. 411 Hackensack Ave., 10th Floor Hackensack NJ 07601 E-Mail Address (optional):	Acct. No.		
B	CASH DOWN PAYMENT REQUIRED	\$	358.60				
C	AMOUNT FINANCED (The Amount of Credit Provided to Insured or on its behalf)	\$	3,227.40				
D	FINANCE CHARGE (Dollar amount credit will cost)	\$	114.66	ANNUAL PERCENTAGE RATE <u>8.450</u> % (Cost of Credit figured as a yearly rate)			
E	FLORIDA DOCUMENTARY STAMP TAX	\$	0.00	PAYMENT SCHEDULE			
				Amount of Each Payment	Number of Payments Annual Qtrly Mthly	1 st Payment Due	Final Payment Due
F	TOTAL PAYMENTS (Amounts which will have been paid after making all scheduled payments)	\$	3,342.06	371.34	9	04/07/2011	12/07/2011

Quote Number: 00001561029 V:003 PFA:T SYS:W PRN:03/23/2011 CRD:30 BP:INV P/F:24.21 SUB:6089

SEE PAGE 3 FOR SCHEDULE OF FINANCED POLICIES

**AGREEMENT OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)
THE UNDERSIGNED INSURED:**

- In consideration of the premium payments being financed and, if applicable, the down payment being advanced by IPFS Corporation d/b/a Imperial Credit Corporation ("LENDER") to the Insurance companies listed on the SCHEDULE OF FINANCED POLICIES, or their representative, agrees to pay LENDER the TOTAL OF PAYMENTS to be made in accordance with the PAYMENT SCHEDULE, and if applicable, the amount of any down payment advanced by LENDER, subject to the provisions set forth in this Agreement.
- a. Irrevocably appoints LENDER Attorney-in-Fact with full authority, in the event of default, to (i) cancel the said Policies in accordance with the provisions herein, (ii) receive all sums assigned to LENDER and (iii) execute and deliver on behalf of the Undersigned Insured all documents, forms and notices relating to the insurance policies listed on the SCHEDULE OF FINANCED POLICIES in furtherance of this Agreement (Clauses (ii) and (iii) not applicable in Florida).
- b. If there is an amount listed as "Brokers Fee" in the Schedule of Policies, this fee is charged under Section 2119 of the New York Insurance Law or the Law, if any, of the state in which Insured lives. This fee is charged for obtaining and servicing the Policy for where the risk to be Insured under the Policy resides (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).
- c. A fee of \$ none, which is not being financed, has been charged under the provisions of these Laws. If none has been charged, the word "none" is shown (Not applicable in Florida, Virginia, Maryland, Massachusetts or North Carolina).

AGENT OR BROKER Woodruff-Sawyer & Co.
BUSINESS ADDRESS
220 Bush Street, 7th Floor

San Francisco, CA 94104

TEL. NO./E-MAIL ADDRESS (415) 391-2141

The Undersigned Agent or Broker:

- Represents and warrants as follows: (a) to the best of the undersigned's knowledge and belief, the insured's signature is genuine or, to the extent permitted by applicable Law, the undersigned Agent or Broker has been authorized by the Insured to sign this Agreement on their behalf, (b) the Insured has received a copy of this Agreement, (c) the scheduled Policies are in full force and effect and the premiums indicated therefore are correct, (d) the Insured may cancel all scheduled Policies immediately upon request, (e) none of the Policies scheduled in the Agreement are non-cancelable, and (f) the down payment as indicated in Box "B" and installments totaling 469.80 have been collected and are being retained by us.
- Upon cancellation of any of the scheduled Policies, the undersigned Agent or Broker agrees upon demand to pay to LENDER or its assigns their commission on any unearned premiums applicable to the cancelled Policies.

INSURANCE PREMIUM FINANCE AGREEMENT NOTICE
NOTICE: 1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to a complete filled-in-copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions obtain a partial refund of the service charge. 4. Keep your copy of this Agreement to protect your legal rights.

**THE AGENT OR BROKER AGREES TO THE
PROVISIONS ABOVE AND ON PAGE 3**

**THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON PAGES
2 AND 3**

03/08/2011

DATE

SIGNATURE (AND TITLE) OF INSURED(S) OR AGENT OR
BROKER ON THEIR BEHALF (to extent permitted by Law)

03/08/2011

DATE

SIGNATURE AND TITLE OF AGENT OR BROKER

ADDITIONAL AGREEMENTS OF INSURED (JOINT AND SEVERAL, IF MORE THAN ONE)

3. **Cancellation.** LENDER may cancel the insurance Policies listed in the schedule after providing at least 10 days written notice of intent to cancel (13 days in New York, 15 days in Pennsylvania) if the Insured does not pay any installment or transfers any of the scheduled policies to a third party, provided said default is not cured within such period, and LENDER may proceed to collect the entire unpaid balance due hereunder or any part thereof by appropriate legal proceedings. If any default results in the cancellation of the Policy, Insured agrees to pay a cancellation charge in accordance with applicable law North Carolina - None; Florida - None).
4. **Money Received After Cancellation.** Any payment received after Policy cancellation may be credited to the indebtedness due hereunder without any liability or obligation on the part of LENDER to request reinstatement of such cancelled Policy. Any sum received from an insurance company shall be credited to the balance due hereunder; any surplus shall be paid over to the Insured; in case of deficiency, the Insured shall pay the same. In the event that LENDER does request a reinstatement of the Policy on behalf of the Insured, such a request does not guarantee that coverage under the Policy will be reinstated or continued. Only the insurance company has authority to reinstate the Policy. The Insured agrees that LENDER has no liability to the Insured if the Policy is not reinstated.
5. **Application of Payments.** If applicable law permits, all payments received by LENDER will be applied to the oldest invoice first. Any remaining amounts will be applied to late fees and other charges (if applicable), the remainder will be applied to any other outstanding amounts.
6. **Returned Check Charge.** If any payment made by check or electronic funding is dishonored for any reason, Insured will be charged the maximum fee, if any, permitted under applicable law (Florida - \$15).
7. **Default.** If any of the following happens: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to keep any promise the Insured makes in this Agreement; Insured will be in default; provided, however, that, to the extent required by applicable law, Insured may be held to be in default only upon the occurrence of an event described in clause (a) above. Clauses (b) and (c) not applicable in Florida or North Carolina.
8. **Security.** To secure payment of all amounts due under this Agreement, Insured assigns LENDER a security interest in all right, title and interest to the Policy, including (but only to the extent permitted by applicable law): (a) all money that is or may be due Insured because of a loss under the Policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any return of the premium for the Policy, and (c) dividends which may become due Insured in connection with the Policy.
9. **Right to Demand Immediate Payment in Full.** At any time after default, LENDER can demand and have the right to receive immediate payment (except to the extent otherwise provided by applicable law, in which case LENDER will have the right to receive such payment in accordance with such law) of the total unpaid balance due under this Agreement even if LENDER has not received any refund of unearned premium.
10. **Warranties.** Insured warrants to LENDER (a) to have received a copy of this Agreement and (b) if the Insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the Insured. The Insured represents that it is not presently the subject of or in contemplation of a proceeding in bankruptcy, receivership, or insolvency, or if it is a debtor in bankruptcy, the Bankruptcy Court has authorized this transaction.
11. **Early Payment.** At any time, Insured may pay the whole amount still unpaid. If Insured pays the full amount before it is due, Insured will be given a refund for the unearned Finance Charge computed by the method of refund as required by applicable law.
12. **Assignments.** Insured may not assign the Policy or this Agreement without LENDER's written consent. However, Insured does not need LENDER's written consent to add mortgagees or other persons as loss payees. LENDER may transfer its rights under this Agreement to anyone without Insured's consent. All of LENDER's rights shall inure to the benefit of LENDER's successors and assigns.
13. **Collection.** If money is due and Insured fails to pay, LENDER may collect the unpaid balance from Insured without recourse to the security interest granted under this Agreement.
14. **Late Charges.** Upon default in payment of any installments for not less than five days (or such greater number of days required by applicable law), Insured agrees to pay a late charge in accordance with applicable law. In no event shall such late charge exceed a maximum of 5% of such installment (greater of \$25 or 1.5% in New Jersey; 5% in Massachusetts; greater of \$10 or 5% in Florida).
15. **Finance Charge.** The finance charge begins to accrue from the effective date of this Agreement or the earliest inception date of the insurance Policy(ies) listed on the Schedule of Policies, whichever is earlier. If LENDER terminates this Agreement due to a default, Insured will pay interest on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation and from said date until Insured pays the outstanding indebtedness in full to LENDER. To the extent permitted by applicable law, the Finance Charge may include a nonrefundable agreement charge not to exceed \$20 (\$10 in DE, PA and NY; \$12 in NJ; \$15 in NC, RI and VA; \$16 in MA; \$20 in FL).
16. **Attorney's Fees.** If LENDER hires an attorney to collect any money Insured owes under this Agreement, Insured will pay such attorney fees and other collection costs if and to the extent permitted by applicable law (20% of amount due in Florida).
17. **Agent or Broker.** The Agent or Broker named on the front of this Agreement is neither authorized by LENDER to receive installments payable under this Agreement nor is authorized to make any representations to Insured on LENDER's behalf, either orally or in writing (except to the extent expressly required by applicable law).
18. **Amendments.** If the insurance contract has not been issued at the time of the signing of this Agreement, and if the Policies being financed are assigned risk policies or policies listed in a state fund, the policy numbers, if omitted herein, may be inserted in this Agreement after it has been signed
19. **Effective Date.** This Agreement will not go into effect until it is accepted by LENDER in writing.
20. **Limitation of Liability.** Insured recognizes and agrees that LENDER is a lender and not an insurance company and that LENDER assumes no liability as an insurer hereunder. LENDER's liability for breach of any of the terms of this Agreement or the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of LENDER's gross negligence or willful misconduct.
21. **Governing Law.** The law of the State of the Insured's residence shall govern this Agreement, except, for Maine Insureds this contract is governed by the laws of the State of New York.
22. **Signature and Acknowledgement.** Insured has signed and received a copy of this Agreement. If the Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of the Insured. All the Insureds listed in any Policy have signed. Insured acknowledges and understands that insurance premium financing law does not require an Insured to enter into a premium financing agreement as a condition of the purchase of any Policy.
23. **Additional Insured.** There is no term or provision in any Policy that would require LENDER to notify or get the consent of any third party to effect cancellation of such Policy.
24. **Privacy/Compensation.** Information regarding our privacy policies and compensation arrangements with your insurance agent/broker may be found at <http://www.imperialcredit.com/privacy.html>.
25. **Classification of Agreement.** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes.
26. **Formation of Agreement.** Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the Insured and Agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy.

Place (X) If Not Authorized (See #3 below)								
SCHEDULE OF POLICIES (Continue Schedule on Attachment If Necessary)								
Policy Number and Prefix (Itemized)	↓ X	Full Name of Insurance Company and Name and Address of Policy Issuing Agent or Company Office To Which Premium is Paid and Notices are Sent	Type of Policy Premium	Audit Info*	Earn % Minimum	Term in Mos. Cov. By Prem.	Effective Date	Policy Premiums
							W D Y	
4976305		C: 470442 - Carolina Casualty Ins Co	EPL :0 Tax/Fee		0.000	12	03/07/2011	3,207.00 379.00
							TOTAL PREMIUMS (Record in "A")	3,586.00

(AR=ASSIGNED RISK), (A=AUDITABLE), (LS=LOSS SENSITIVE) D 40711-2757.60

ADDITIONAL REPRESENTATIONS & WARRANTIES OF BROKER OR AGENT

3. Warrants that it is the authorized Policy issuing agent of the insurance companies or the broker placing the coverage directly with the insurance company on all the Policies scheduled except those indicated with an "X" above.
4. Warrants that there are no policies included in this Agreement which are subject to audit, report of values, retrospective rating, or minimum earned premium, except as indicated below, and that, if there are any, the deposit or provisional premium thereon is not less than the anticipated premium to be earned for the full term of the Policy.
Policy No.(s): _____ Minimum earned premium, if any: \$ _____
5. Warrants that there are no assigned risk policies in the Schedule of Policies except as indicated in the Schedule of Policies.
6. The Agent or Broker will hold in trust for LENDER any payments made or credited to the Insured through the Agent or Broker directly, indirectly, actually or constructively, by any of the insurance companies listed in the Schedule of Policies and will pay the monies to LENDER upon demand to satisfy the then outstanding balance hereunder.
7. The Agent or Broker will promptly notify LENDER in writing if any information on this Agreement becomes inaccurate.
8. Warrants that all material information concerning the Insured and the Policies necessary for LENDER to cancel the Policies and receive the unearned premium has been disclosed to LENDER.
9. There is no term or provision in any Policy that would require LENDER to notify or get the consent of any third party to effect cancellation of such Policy.



VIA FIRST CLASS MAIL

6/21/2011

BMC Group Inc.
Regen Biologics, Inc. Claims Processing
P. O. Box 3020
Chanhassen, MN 55317

IN RE: Regen Biologics Inc & RBIO Inc.
Case Number: 11-11083 (PJW)

Dear Sir or Madam:

Enclosed please find our Proof of Claim in duplicate for the above captioned matter. Please file our claim and return a date stamped copy in the envelope provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan Stratton".

Joan Stratton
Director of Litigation Recovery

Enclosure