

# 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.

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.

Name of Creditor and Address: the person or other entity to whom the debtor owes money or property

27444249000493  
COMPUTER PATENT ANNUITIES LTD  
C/O KRYSIUM ADVISORS LTD  
PO BOX 16  
LEOMINSTER HEREFORDSHIRE, HR8 0DD  
UNITED KINGDOM

Check this box if you are the debtor or trustee in this case.

RECEIVED

JUN 27 2011

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.  
**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number ( )

Name and address where payment should be sent (if different from above):

CPA GLOBAL  
LIBERATION HOUSE  
CASTLE STREET ST. HEWER, JERSEY JE1 1BL

BMC GROUP

Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Filed on:

Payment Telephone Number ( )

### 1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$

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.

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.

### 2. BASIS FOR CLAIM:

UNPAID INVOICES

(See instructions #2 and #3a on reverse side.)

### 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:

Real Estate  Motor Vehicle  Other

Value of Property: \$

Annual Interest Rate: % If any: \$

Secured Claim Amount: \$

Unsecured Claim Amount: \$ 59,450.08

Amount of arrearage and other charges as of time case filed included in secured claim.

DO NOT include the priority portion of your claim here.

Basis for Perfection:

### 5. PRIORITY CLAIM

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.

Unsecured Priority Claim Amount: \$

Include ONLY the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

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).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(6).

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.

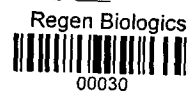
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

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

BY MAIL TO:  
BMC Group, Inc.  
Attn: ReGen Biologics, Inc. Claims Processing  
PO Box 3020  
Chanhausen, MN 55317-3020

BY HAND OR OVERNIGHT DELIVERY TO:  
BMC Group, Inc.  
Attn: ReGen Biologics, Inc. Claims Processing  
16750 Lake Drive East  
Chanhausen, MN 55317



00030

DATE

23/6/11

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><b>Court, Name of Debtor, and Case Number:</b> 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; margin-top: 5px;"> <tr> <td style="width: 70%;"><b>Debtor Name</b></td> <td style="width: 30%;"><b>Case No</b></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><b>Creditor's Name and Address:</b> 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><b>1. Amount of Claim as of Date Case Filed:</b> 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><b>2. Basis for Claim:</b> 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><b>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:</b> State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p><b>3a. Debtor May Have Scheduled Account As:</b> 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><b>4. Secured Claim:</b> 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>	<b>Debtor Name</b>	<b>Case No</b>	ReGen Biologics, Inc.	11-11083	RBio, Inc.	11-11084	<p><b>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).</b> 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><b>6. Credits:</b> 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><b>7. Supporting Documents:</b> 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><b>Date and Signature:</b> 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><b>Date-Stamped Copy</b> 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>
<b>Debtor Name</b>	<b>Case No</b>						
ReGen Biologics, Inc.	11-11083						
RBio, Inc.	11-11084						

### DEFINITIONS

**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

### INFORMATION

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](http://www.bmcgroup.com/regenbiologics)**



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BMC Group Inc  
**Attn: Regen Biologics Inc Claims Processing**  
18750 Lake Drive East  
Chanhassen MN 55317  
USA  
By fax 001 952 404 5750

Account No.7956709

21 JAN 2011 Awaiting instruction	1014865 AT EN	522024-0359232
21 JAN 2011 Awaiting instruction	1014865 CH EU	522024-0359233
21 JAN 2011 Awaiting instruction	1014865 DE EU	522024-0359234
21 JAN 2011 Awaiting instruction	1014865 FR EU	522024-0359236
21 JAN 2011 Awaiting instruction	1014865 GB EU	522024-0359237
21 JAN 2011 Awaiting instruction	1014865 IT EU	522024-0359238
21 JAN 2011 Awaiting instruction	98902676.0 ES EU	522024-0359235
27 JAN 2011 Awaiting instruction	5928252 US UE	522024-0000023
04 MAR 2011 Awaiting instruction	3653275 JP GN	522024-0323230
18 MAR 2011 Awaiting instruction	2185789 CA GR	522024-0323140
07 APR 2011 Awaiting instruction	676832 AU PT	522024-0323218
07 APR 2011 Awaiting instruction	0639959 GB EU	522024-0000009
07 APR 2011 Awaiting instruction	0639959 NL EN	522024-0323168
07 APR 2011 Awaiting instruction	0639959 FR EU	522024-0323200
07 APR 2011 Awaiting instruction	0639959 DK EU	522024-0323240
07 APR 2011 Awaiting instruction	0639959 IT EU	522024-0323216
07 APR 2011 Awaiting instruction	2134111 CA GR	522024-0323212
07 APR 2011 Awaiting instruction	69332079.6 DE EU	522024-0323196
07 APR 2011 Awaiting instruction	93911618.2 ES EU	522024-0323188
07 APR 2011 Awaiting instruction	93911618.2 SE EU	522024-0323211
20 MAY 2011 Awaiting instruction	712098 AU PT	522024-0323167
20 MAY 2011 Awaiting instruction	0831867 FR EU	522024-0323238
20 MAY 2011 Awaiting instruction	0831867 GB EU	522024-0323174
20 MAY 2011 Awaiting instruction	69626979.1 DE EU	522024-0323229
23 MAY 2011 Awaiting instruction	684183 AU PT	522024-0323210
23 MAY 2011 Awaiting instruction	0760598 AT EN	522024-0323187
23 MAY 2011 Awaiting instruction	0760598 BE EU	522024-0323185
23 MAY 2011 Awaiting instruction	0760598 CH EU	522024-0323207
23 MAY 2011 Awaiting instruction	0760598 DK EU	522024-0323224
23 MAY 2011 Awaiting instruction	0760598 FR EU	522024-0323225
23 MAY 2011 Awaiting instruction	0760598 GB EU	522024-0323209
23 MAY 2011 Awaiting instruction	0760598 IE EU	522024-0323176
23 MAY 2011 Awaiting instruction	0760598 IT EU	522024-0323162
23 MAY 2011 Awaiting instruction	0760598 LU EU	522024-0323215
23 MAY 2011 Awaiting instruction	0760598 MC EU	522024-0323223
23 MAY 2011 Awaiting instruction	0760598 NL EN	522024-0323184
23 MAY 2011 Awaiting instruction	0760598 PT EU	522024-0323152
23 MAY 2011 Awaiting instruction	2191330 CA GR	522024-0323177
23 MAY 2011 Awaiting instruction	3050671 GR EU	522024-0323193



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23 MAY 2011 Awaiting instruction	69533285.6 DE EU	522024-0323194
23 MAY 2011 Awaiting instruction	95919905.0 ES EU	522024-0323154
23 MAY 2011 Awaiting instruction	95919905.0 SE EU	522024-0323153
02 SEP 2011 Awaiting instruction	3715989 JP GN	522024-0323147
14 SEP 2011 Awaiting instruction	0783285 PT EU	522024-0323214
14 SEP 2011 Awaiting instruction	3039532 GR EU	522024-0323126
05 DEC 2011 None	4225960 JP GN	522024-0323136
21 JAN 2012 None	1029726 HK GN	522024-0323141



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ReGen Biologics, Inc.  
Attn: Mr Brion D Umidi  
545 Penobscot Drive  
Redwood City, CA 94063  
USA

23 JUN 2011

Account No.	Invoice No.	Currency	Date of Invoice	Page
7956709	R189534	US Dollar	28 FEB 2010	1
Item Case Details	Due Date	Annuitiy		Cost
	Case	Your Reference		
	Expiry Date	Patentee		
1 Great Britain Patent 0639959	07 APR 2010 07 APR 2013	18 522024-0000009 REGEN BIOLOGIES INC		US\$709.09
2 Netherlands Patent 0639959	07 APR 2010 07 APR 2013	18 522024-0323168 REGEN BIOLOGIES INC		US\$2330.94
3 Spain Patent 93911618.2	07 APR 2010 07 APR 2013	18 522024-0323188 REGEN BIOLOGIES INC		US\$1586.23
4 Germany Patent 69332079.6	07 APR 2010 07 APR 2013	18 522024-0323196 REGEN BIOLOGIES INC		US\$3407.04
5 France Patent 0639959	07 APR 2010 07 APR 2013	18 522024-0323200 REGEN BIOLOGIES INC		US\$1464.81
6 Sweden Patent 93911618.2	07 APR 2010 07 APR 2013	18 522024-0323211 REGEN BIOLOGIES INC		US\$1146.48
7 Canada Large Entity 2134111	07 APR 2010 07 APR 2013	18 522024-0323212 REGEN BIOLOGIES INC		US\$927.87
8 Italy Patent 0639959	07 APR 2010 07 APR 2013	18 522024-0323216 REGEN BIOLOGIES INC		US\$1739.07



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Item Case Details	Due Date	Annuitiy	Your Reference	Cost
	Case		Patentee	
	Expiry Date			
9 Australia Patent 676832	07 APR 2010	18	522024-0323218 REGEN BIOLOGIES INC	US\$1577.21
	07 APR 2013			
10 Denmark Patent 0639959	07 APR 2010	18	522024-0323240 REGEN BIOLOGIES INC	US\$1358.01
	07 APR 2013			
11 Germany Patent 69126971.8	06 MAY 2010	20	522024-0323157 REGEN BIOLOGIES INC	US\$4159.43
	06 MAY 2011			
12 Canada Large Entity 2082427	06 MAY 2010	20	522024-0323158 REGEN BIOLOGIES INC	US\$927.87
	06 MAY 2011			
13 Italy Patent 0527936	06 MAY 2010	20	522024-0323179 REGEN BIOLOGIES INC	US\$1739.07
	06 MAY 2011			
14 France Patent 0527936	06 MAY 2010	20	522024-0323180 REGEN BIOLOGIES INC	US\$1709.78
	06 MAY 2011			
15 Great Britain Patent 0527936	06 MAY 2010	20	522024-0323197 REGEN BIOLOGIES INC	US\$845.72
	06 MAY 2011			
16 Australia Patent 647144	06 MAY 2010	20	522024-0323231 REGEN BIOLOGIES INC	US\$1577.21
	06 MAY 2011			



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7956709	R189534	US Dollar	28 FEB 2010	3
Item Case Details	Due Date	Annuity		Cost
	Case	Your Reference		
	Expiry Date	Patentee		
17 Australia	20 MAY 2010	15		US\$856.58
Patent			522024-0323167	
712098	20 MAY 2016		REGEN BIOLOGIES INC	
18 Great Britain	20 MAY 2010	15		US\$552.95
Patent			522024-0323174	
0831867	20 MAY 2016		REGEN BIOLOGIES INC	
19 Germany	20 MAY 2010	15		US\$2295.95
Patent			522024-0323229	
69626979.1	20 MAY 2016		REGEN BIOLOGIES INC	
20 France	20 MAY 2010	15		US\$1062.37
Patent			522024-0323238	
0831867	20 MAY 2016		REGEN BIOLOGIES INC	
21 Portugal	23 MAY 2010	16		US\$1272.33
Patent			522024-0323152	
0760598	23 MAY 2015		REGEN BIOLOGIES INC	
22 Sweden	23 MAY 2010	16		US\$1038.33
Patent			522024-0323153	
95919905.0	23 MAY 2015		REGEN BIOLOGIES INC	
23 Spain	23 MAY 2010	16		US\$1303.01
Patent			522024-0323154	
95919905.0	23 MAY 2015		REGEN BIOLOGICS	
24 Italy	23 MAY 2010	16		US\$1739.07
Patent			522024-0323162	
0760598	23 MAY 2015		REGEN BIOLOGIES INC	



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7956709	R189534	US Dollar	28 FEB 2010	4
Item Case Details	Due Date	Annuity		Cost
	Case	Your Reference		
	Expiry Date	Patentee		
25 Ireland Patent 0760598	23 MAY 2010 23 MAY 2015	16 522024-0323176 REGEN BIOLOGIES INC		US\$960.87
26 Canada Large Entity 2191330	23 MAY 2010 23 MAY 2015	16 522024-0323177 REGEN BIOLOGIES INC		US\$927.87
27 Netherlands Patent 0760598	23 MAY 2010 23 MAY 2015	16 522024-0323184 REGEN BIOLOGIES INC		US\$1980.99
28 Belgium Patent 0760598	23 MAY 2010 23 MAY 2015	16 522024-0323185 REGEN BIOLOGIES INC		US\$922.38
29 Austria Patent 0760598	23 MAY 2010 23 MAY 2015	16 522024-0323187 REGEN BIOLOGIES INC		US\$2348.44
30 Greece Patent 3050671	23 MAY 2010 23 MAY 2015	16 522024-0323193 REGEN BIOLOGIES INC		US\$1272.34
31 Germany Patent 69533285.6	23 MAY 2010 23 MAY 2015	16 522024-0323194 REGEN BIOLOGIES INC		US\$2654.64
32 Switzerland Patent 0760598	23 MAY 2010 23 MAY 2015	16 522024-0323207 REGEN BIOLOGIES INC		US\$650.82





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7956709	R189534	US Dollar	28 FEB 2010	5
Item Case Details	Due Date	Annuity	Your Reference	Cost
	Case		Patentee	
	Expiry Date			
33 Great Britain Patent 0760598	23 MAY 2010 23 MAY 2015	16	522024-0323209 REGEN BIOLOGIES INC	US\$591.99
34 Australia Patent 684183	23 MAY 2010 23 MAY 2015	16	522024-0323210 REGEN BIOLOGIES INC	US\$1577.21
35 Luxembourg Patent 0760598	23 MAY 2010 23 MAY 2015	16	522024-0323215 REGEN BIOLOGIES INC	US\$559.31
36 Monaco Patent 0760598	23 MAY 2010 23 MAY 2015	16	522024-0323223 REGEN BIOLOGIES INC	US\$878.64
37 Denmark Patent 0760598	23 MAY 2010 23 MAY 2015	16	522024-0323224 REGEN BIOLOGIES INC	US\$1216.95
38 France Patent 0760598	23 MAY 2010 23 MAY 2015	16	522024-0323225 REGEN BIOLOGIES INC	US\$1237.34
Invoice Total				US\$55106.21



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545 Penobscot Drive  
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USA

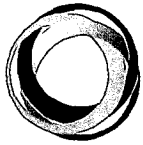
23 JUN 2011

Account No. 7956709	Invoice No. R201904	Currency US Dollar	Date of Invoice 25 APR 2010	Page 1
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Item Case Details	Due Date	Case	Annuity	Your Reference	Cost
	Expiry Date			Patentee	

1 Greece Patent 3050671	23 MAY 2010	16	Off. Fee Increase 522024-0323193 REGEN BIOLOGIES INC	US\$306.28
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Invoice Total	US\$306.28
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CPA GLOBAL

Liberation House  
Castle Street, St Helier  
Jersey JE1 1BL  
Channel Islands

Tel +44 (0) 1534 888 711  
Fax +44 (0) 1534 888 747  
enquiries@cpaglobal.com

www.cpaglobal.com

7956709 / JSYCH

COPY INVOICE

=====

ReGen Biologics, Inc.  
Attn: Mr Brion D Umidi  
545 Penobscot Drive  
Redwood City, CA 94063  
USA

23 JUN 2011

Account No.	Invoice No.	Currency	Date of Invoice	Page
7956709	R211656	US Dollar	30 MAY 2010	1
-----				
Item Case Details	Due Date	Annuitiy		Cost
	Case	Your Reference		
	Expiry Date	Patentee		
-----				
1 Japan Patent 3715989	02 SEP 2010	6	522024-0323147	US\$1097.24
	14 SEP 2014			
			Invoice Total	US\$1097.24



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Item Case Details	Due Date	Annuitiy		Cost
	Case	Your Reference		
	Expiry Date	Patentee		
4 Greece	14 SEP 2010	17		US\$1596.48
Patent		522024-0323126		
3039532	14 SEP 2014			
			Invoice Total	US\$1596.48



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Item Case Details	Due Date	Annuity		Cost
	Case	Your Reference		
	Expiry Date	Patentee		
16 Portugal	14 SEP 2010	17		US\$1343.87
Patent		522024-0323214		
0783285	14 SEP 2014			
			Invoice Total	US\$1343.87



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Annuities Limited

## **Renewal Services Agreement**

**Patents and Designs  
Quarterly Automatic Payment Service**

**Issue Date: March 24, 2008**

**ReGen Biologics**  
Attn: Mr Brion D Umidi  
545 Penobscot Drive  
Redwood City, CA 94063  
USA

**Computer Patent Annuities Limited**  
**Company Number 93743**  
Liberation House  
Castle Street  
St. Heller  
Jersey JE1 1BL  
Channel Islands

ReGen Biologics  
Version 1.1

Pillsbury Winthrop Shaw Pittman  
Last Revised January 2008

PWSP Outsourced-Exit  
Patent Quarterly Automatic  
Page 1 of 10

Reduced fee	Yes	Select
Currency for invoicing and payment	USD	
Store Official Receipts?	Yes	
Credit terms	60 days	Select
Start Pay Date/First Pay Date	4/1/2008	
Receive data and load within how many months before SPD?		
Safeguard: number of days CPA will automatically pay prior to fine or lapse date		
End date for contract, if required		
Is it a standard contract? If NO, attach release of changes from Chris Lintell or Jon Wallinger	Select	Select
<b>Add on charge if required</b>		
White label service for reminders?	Select	Select
<b>Full/Reduced/Exit/Phased agent?</b>		
Date agent send CPA Introduction letter to their clients by	Select	
What CPA service will the introducer agent offer in their letter?	Select	
Will CPA or agent send the letter?	Select	
Date agent will ask for response from their clients by		
Default date for transfer if client is unresponsive		
Conditions for introducer agent admin charge		
Commission amount for agent per case		
Total number of possible clients for outsourcing		
Expected number of outsourced cases		
Does agent have any clients with known payment delinquency?	Select	
<b>Special IA requirements or additional information</b>		
Initial data transfer method	Select	Select
Is this a new or existing CPASS client?	Select	Select
If client will use an electronic interface, which one?	Select	Select
If an interface is required for client's e-billing system, please note system here		
Client will review portfolio after how many months?		
How often will client send data updates to CPA?	Select	Select
Format for reminders	Select	Select
Format for invoices	Select	Select
<b>Special requirements or additional information</b>		
CPA software discount given for renewals?	No	Select
Data Verification packaged with renewals?	No	Select
Title update services packaged with renewals?	No	Select
Intellevate docketing services packaged with renewals?	No	Select
<b>Description of additional CPA services</b>		
Responsible BDM/GAM		
Responsible BTO project manager		
Contract prepared by		
Sign off:		
	BTO Manager	Date: _____
	Finance Manager	Date: _____
ReGen Biologics CRF		



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- 3.2 You are responsible for providing data to us that is current, complete and accurate.
- 3.3 We will update data transferred by you (or a patent firm identified by you, acting as your agent) to us and provide you (or a patent firm identified by you, acting as your agent) with details of the changes either on paper or via standard electronic data files.
- 3.4 You (or a patent firm identified by you, acting as your agent) will update your records in accordance with our instructions from time to time.
- 3.5 We will update your data on our system based on data received from third parties and send you (or a patent firm identified by you, acting as your agent) paper input reports. You (or a patent firm identified by you, acting as your agent) will check the contents of the reports and update your data accordingly.
4. **ADMINISTRATION CHARGE**
- 4.1 We will charge you an administration charge of USD 205 for each renewal. We will give you not less than 6 months' notice of any increase in our administration charge.
5. **CREDIT PERIOD**
- 5.1 Your credit period is 60 days from the date that our invoice is issued.
6. **CURRENCY FOR INVOICE AND PAYMENT**
- 6.1 The currency for invoice and payment will be US Dollars.
7. **CPA START PAY DATE**
- 7.1 We will pay your renewals due from April 1, 2008 based on our agreement with your patent firm, Pillsbury Winthrop Shaw Pittman LLP, subject to this agreement being signed and received from you. It is assumed that other parties have paid all renewals due prior to this 'start pay date'. Your account will operate under our "Instruct" service until such time that this signed agreement is received from you.





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Associates Limited

## OPERATING PROCEDURES

### 1. SERVICE DESCRIPTION

- 1.1 We will handle the payment of your patent and design renewal fees.
- 1.2 We will send you a consolidated quarterly renewal notice approximately three months in advance of the beginning of the renewal due period as set out in the table under the heading "Key Dates". The renewal notice will be sent by paper and/or via electronic file.
- 1.3 You will inform us of cases that should be abandoned by the last date for abandonment as set out in the table under the heading "Key Dates". Abandon instructions may be sent to us either using CPA Direct, our online service, via electronic batch transfer or via fax or mail. We will confirm an abandon instruction by sending a remove acknowledgement report. If we have not received an abandon instruction we will instruct payment of the renewal fee.
- 1.4 We will send you a quarterly invoice. The invoice will be sent approximately one month prior to the beginning of the renewal quarter. The invoice will be sent on paper and via electronic file (if required).
- 1.5 If an abandon instruction is received after the relevant invoice has been issued, we will issue a credit only if we have not already actioned the renewal.
- 1.6 We will store all official receipts for you. A copy may be requested at any time.

### 2. INITIAL DATA EXCHANGE

- 2.1 Your patent firm, Pillsbury Winthrop Shaw Pittman LLP, has already provided us with your initial data for all granted patent cases.
- 2.2 We will analyse the data to determine data quality and send you (or a patent firm identified by you, acting as your agent) any queries, where we identify difficulties. You will be responsible for diligently working with your patent firm to resolve all data discrepancies in a timely manner. You (or a patent firm identified by you, acting as your agent) will communicate the resolution of these discrepancies to us.
- 2.3 Once the discrepancies are resolved, we will load the data onto the live system and provide you (or a patent firm identified by you, acting as your agent) with a portfolio file of all cases loaded. You (or a patent firm identified by you, acting as your agent) will review this portfolio file and approve the contents within 1 month.

### 3. ON-GOING COMMUNICATION AND DATA MANAGEMENT

- 3.1 On a regular basis, you (or a patent firm identified by you, acting as your agent) will send us data for new cases as well as updates to existing case data. All data will be provided in a mutually agreeable format.



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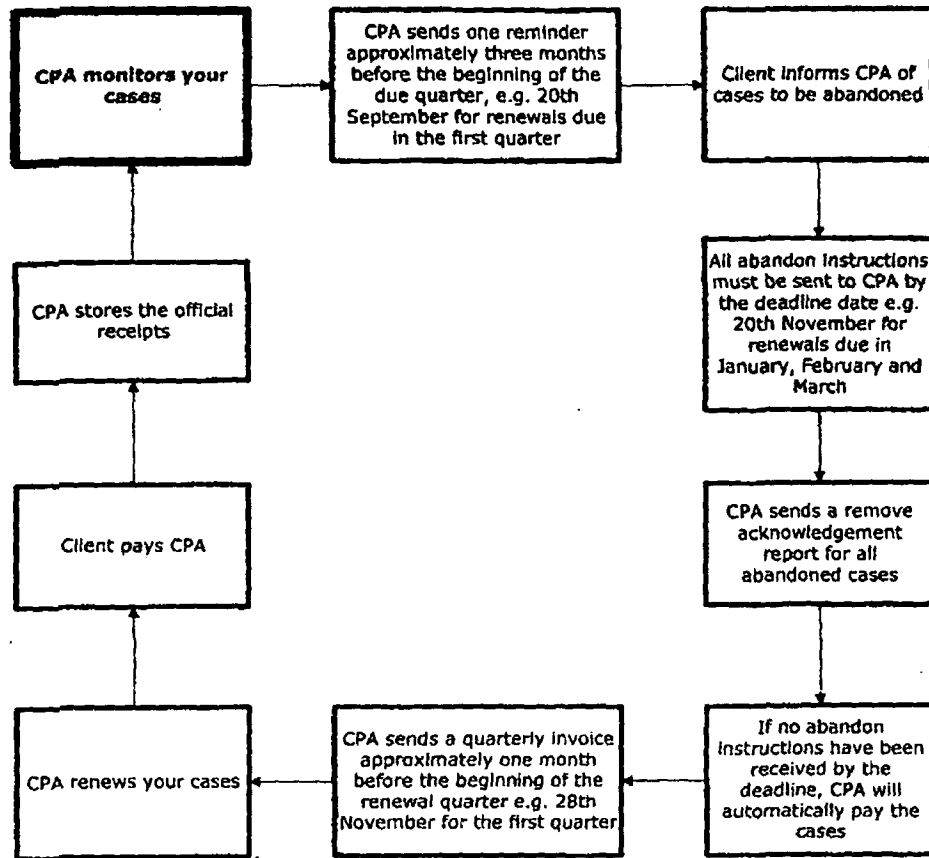
## 9. KEY DATES

Patent and design renewals due		Renewal notice date <sup>1</sup>	Last date for abandonment <sup>2</sup>	CPA Invoice date
Quarter 1	January February March	September	20 November	28 November
Quarter 2	April May June	December	20 February	28 February
Quarter 3	July August September	March	20 May	28 May
Quarter 4	October November December	June	20 August	28 August

1. We will send you only one renewal notice approximately 3 months prior to the due period.
2. This is the last date on which we can accept your abandon instruction. If abandon instructions are received after this date we may not be able to refund any cost of renewal.



8. WORKFLOW DIAGRAM





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or, if otherwise so agreed, by failure to instruct us not to proceed) shall constitute your acceptance of, and agreement to pay such fee and, if applicable, to pay later after they have arisen and been invoiced any supplements thereto that may arise or become appropriate in the light of any unexpected work, change of circumstances or further expenses becoming necessary. We shall submit to you an invoice for the amount of such estimate after your instruction or deemed instruction to us to proceed.

5.6 VAT and any other relevant tax or duty payable, if any, by you on our supply of Services shall be added to all fees.

5.7 You acknowledge that it is our policy not to pay accumulated annuities or back fees arising in certain countries at the time of grant or acceptance of an application, and it is your responsibility to arrange payment of such fees directly with your associate.

#### 6. PAYMENT

6.1 Unless otherwise agreed, payment of invoices shall be made in full within 30 days from the date that our invoice is issued. Time shall be of the essence of payment. Interest will be charged on any amounts overdue at the rate of 1.5% per month or part thereof. We may suspend the supply of Services to you where any amounts are overdue under any contract until all such amounts have been paid.

6.2 If in our opinion your creditworthiness deteriorates before completion of performance of our Services we may require full or partial payment of all or any fees prior to performance or the provision of security by you in a form acceptable to us.

6.3 We shall be entitled to offset any amount owing to us from you against any amount owed to you by us.

#### 7. CONFIDENTIALITY

7.1 Each of you and we undertake to the other that it will not during the term of this agreement or at any time thereafter use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority or pursuant to performance of its obligations under a contract made pursuant hereto, any confidential information relating to the other's business, financial or other affairs which is not in the public domain concerning the other party which may have, or may in future, come to its knowledge under the provisions hereof and each of you and we shall use reasonable endeavours to prevent the publication or disclosure of any such information. This provision shall not apply to information already known to the receiving party prior to its receipt hereunder or which subsequently comes into the public domain or its knowledge other than as a result of a breach hereof.

#### 8. RECORDS

8.1 We will maintain records in connection with all matters in respect of which we provide the Services to you. Any file which we may open in connection with the Services shall be and shall remain our property at all times. When we have completed the contract for the Services in respect of any matter

we may destroy any related file at any time after the expiry of one year.

8.2 If you wish to have access to any of our files after we have ceased to act for you then, provided that such file has not already been destroyed pursuant to condition 8.1 above, we shall be entitled to require you to make payment of any monies then still due from you to us and in addition to charge you a reasonable fee for the work involved in giving you such access.

#### 9. TERMINATION

9.1 Unless otherwise agreed, either you or we may terminate our provision of the Services by giving to the other not less than six month's notice in writing expiring at any time.

9.2 On or at any time after the occurrence of any of the events in condition 9.3, we may suspend further performance of Services for you and/or terminate any contract with you with immediate effect by written notice to you.

9.3 The events are:

- (a) you being in breach of an obligation under a contract with us;
- (b) you passing a resolution for your winding up or a court of competent jurisdiction making an order for your winding up or dissolution;
- (c) your entering administration, the making of an administration order in relation to you or the appointment of a receiver over, or an encumbrancer taking possession of or selling, any of your assets;
- (d) your making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from your creditors.

9.4 Upon any termination, any of your indebtedness to us shall become immediately due and payable and we shall be under no further obligation to provide any Services to you.

#### 10. FORCE MAJEURE

10.1 Where a Force Majeure Event takes place we shall use our reasonable endeavours to carry out the Services.

10.2 Notwithstanding 10.1 above, if we are prevented, hindered or delayed from or in supplying any Services in accordance with these conditions by a Force Majeure Event we shall notify you as soon as reasonably possible and we may, at our option:

- (a) suspend performance while the Force Majeure Event continues;
- (b) apportion available resources between our clients as we decide;
- (c) terminate any contract so affected with immediate effect by written notice to you;

and we shall not be liable for any loss or damage suffered by you as a result.

10.3 In this condition "Force Majeure Event" means an event or circumstance beyond our reasonable



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## TERMS AND CONDITIONS OF SUPPLY OF COMPUTER PATENT ANNUITIES LIMITED

### 1. APPLICATION

- 1.1 These conditions shall govern and be incorporated into every contract made by Computer Patent Annuities Limited ("us", "we" and cognate terms) or on our behalf with clients ("you") for the provision of intellectual property related professional services ("Services") and shall subject to condition 1.2 below prevail over any terms or conditions contained or referred to in any documents submitted by you or previously submitted by us or in correspondence or elsewhere.
- 1.2 The details of the Services that we shall provide to you are set out in our operating procedures (the "Operating Procedures"). Neither the Services nor the Operating Procedures may be changed without the written agreement of both you and us.
- 1.3 Acceptance by you of, or instructions by you to perform, Services shall constitute unqualified acceptance of these conditions.
- 1.4 A variation of these conditions is valid only if it is in writing and signed by or on behalf of us.
- 1.5 No failure to enforce or delay in enforcing any of these conditions shall operate as a waiver of any of them and no partial or single exercise shall prevent any other or future exercise of that or any other right.

### 2. FORMATION OF CONTRACT

- 2.1 A contract shall arise between us on whichever is the earlier of our actual receipt of your instructions to act or a renewal notice issued by us and our acting upon your instructions.
- 2.2 Our acceptance of any oral instructions from you shall be effective only when such instructions have been confirmed in writing by letter or facsimile transmission. Electronic instructions will be accepted only if by the CPA Direct System to which separate conditions apply, or by an electronic interface approved by us.

### 3. INSTRUCTIONS

- 3.1 A condition to our acting on your behalf will be that you respond promptly, clearly and completely to any request we may make for instructions, information, technical data, documents and payment of fees.
- 3.2 Without prejudice to the need for you to respond promptly, if we need your response by a specific deadline we will endeavour to say so when seeking instructions. If you miss a deadline or send us insufficiently clear or timely or incomplete instructions we shall have no liability for any loss which may arise and we shall not be under any obligation to take any steps to preserve or to protect your rights further. Nevertheless, if at our sole discretion we take any such steps, then you shall indemnify us for all fees, cost of work done, overheads and disbursements incurred, each of

which may include premia and/or special charges to reflect urgency and disruption.

- 3.3 You agree that we may rely and act upon instructions from your authorised agent whose details you have supplied to us until we receive your written signed instructions to the contrary.
- 3.4 Subject to these conditions we will proceed on the basis that our duty to you is to do what we consider is necessary properly to protect and preserve your rights.

### 4. AGENTS AND OTHER SUB-CONTRACTORS

- 4.1 In order to provide the Services we may need to instruct local agents practising in the jurisdiction of each relevant registry or other independent specialist providers.

### 5. FEES

- 5.1 Our basic fees in relation to Services that comprise the provision of renewal of intellectual property rights registrations will usually comprise at least two components:

- (a) a fee (the "Administration Charge") which may be expressed as a periodic portfolio management fee or a fee for each renewal transaction. The level of Administration Charge will have been set in the light of various variables, assumptions, bases and expectations including, but not limited to, any secure initial contract period during which your relevant portfolio of interests will be entrusted to us, the size and composition of such portfolio and the number and likely frequency and/or complexity of renewals expected to be produced; and
- (b) a "Country Charge" which is set out in a tariff, a current copy of which is available on request.

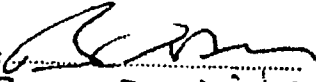
- 5.2 In addition to our fees there will also be payable the charges made by the relevant registries ("Official Fees") in each jurisdiction and which vary from time to time.
- 5.3 Any sums of money that may at any time require to be converted from one currency into the currency in which we have agreed to invoice you will be so converted at our rates from time to time.
- 5.4 All charges are subject to variation in the light of changes to underlying charges and/or for correction of errors.
- 5.5 On each occasion upon which we send you a renewal notice in relation to the renewal of a particular intellectual property right we give you our best estimate of the likely total aggregate fee likely to be payable in respect thereof (including the Administration Charge, the Country Charge and the Official Fee) on the basis that the transaction proceeds in an expected and standard manner. Your instruction to us to proceed (whether express




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We agree to the above.

Signed for and on behalf of **ReGen Biologics**  
Attn: Mr Brian D Umidi, 545 Penobscot Drive, Redwood City, CA 94063, USA

Signature:   
Name: Brian D Umidi  
Position: SVP & CFO  
Date: 5/17/08

Signed for and on behalf of **Computer Patent Annuities Limited**  
Liberation House, Castle Street, St. Heller, Jersey, JE1 1BL, Channel Islands.

Signature:   
Name: C. M. HINTELL  
Position: DIRECTOR, CORPORATE SERVICES  
Date: 28 MAY 2008



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control including, without limitation, strikes, lockouts and other industrial disputes relating to our workforce.

**11. ASSIGNMENT**

You may not assign or transfer, or purport to assign or transfer, any of your rights or obligations under a contract without our prior written consent. We may assign, transfer and/or subcontract the whole or any part of this contract without notice to you.

**12. GOVERNING LAW**

These conditions and any contract made under them shall be governed by and construed in accordance with Jersey law and the courts of Jersey shall have exclusive jurisdiction.

**13. NOTICE AND COMMUNICATIONS**

Any notice, demand or other communication given or made under or in connection with the matters contemplated by these conditions shall be in writing and shall be delivered personally or sent by fax or prepaid air mail (to in our case our registered office from time to time marked for the attention of the Secretary) and shall be deemed to have been duly given or made as follows:

- (a) If personally delivered, upon delivery at the address of the relevant party;
- (b) If sent by air mail, 5 days after the date of posting; and
- (c) If sent by fax, when despatched;

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next usual business day in the place of receipt.



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Channel Islands

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Fax +44 (0) 1534 888 747  
enquiries@cpaglobal.com

[www.cpaglobal.com](http://www.cpaglobal.com)

CO/Finance

BMC Group Inc  
**Attn: Regen Biologics Inc Claims Processing**  
18750 Lake Drive East  
Chanhassen MN 55317  
USA  
By fax 001 952 404 5750

23 June 2011

**Confirmation by Courier**

Account No.7956709

Dear Sirs

**ReGen Biologics Inc - Chapter 11**

Thank you for informing us that you have been appointed for the above company.

CPA Global wishes to lodge a claim of US\$59,450.08 for our unpaid invoices. Copy invoices and a copy of the automatic renewal contract is attached in support of our claim. Please let us know if, or when, payment will be sent.

We hold details of 62 patents on our file as listed, and we will be sending renewal notices nearer to the due dates.

Under the circumstances we have withdrawn credit facilities from this account and all future instructions must be accompanied by the relevant current cost. If renewal is no longer required, please provide your abandon instruction for the attention of the undersigned in order that we may update our files.

Please note: if you sell one or more of the cases, you must notify us of the name and address of the purchaser. We will then contact them direct for future instructions.

Yours sincerely

Cherrell Ollierou (Mrs)  
Credit Control Department  
Web site: <http://www.cpaglobal.com>  
E-mail: [collierou@cpaglobal.com](mailto:collierou@cpaglobal.com)  
Direct Dial: ++44 (0) 1534 811308  
Fax: ++44 (0) 1534 888747