

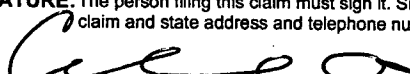


<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE</b>		<b>PROOF OF CLAIM</b>	
In re: <b>ReGen Biologics, Inc. Debtor</b>		Case Number: <b>11-11083 (PSW)</b>	
NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative 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.	
<b>Name of Creditor and Address:</b> the person or other entity to whom the debtor owes money or property  27444249000217 STRATEGIC REIMBURSEMENT CONSULTING CINDY VANDENBOSCH 4342 RANGEVIEW DRIVE BILLINGS, MT 59102		<b>RECEIVED</b>  <b>JUN 28 2011</b>  <b>BMC GROUP</b>	
Creditor Telephone Number (409) 248-3994		<b>THIS SPACE IS FOR COURT USE ONLY</b>	
Name and address where payment should be sent (if different from above): <b>Strategic Reimbursement Consulting, Inc. 4342 Rangeview Drive Billings, MT 59102</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Claim Number (if known): _____  Filed on: _____	
Payment Telephone Number (406) 248-3994			
<b>1. AMOUNT OF CLAIM AS OF DATE CASE FILED</b> \$ <b>33,400.00</b> 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 checked="" 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.			
<b>2. BASIS FOR CLAIM:</b> <u>Reimbursement consulting services</u>		<b>3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:</b> <u>TOX ID #22-3858278</u> 3a. Debtor may have scheduled account as: _____	
<b>4. SECURED CLAIM</b> (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 <b>Nature of property or right of setoff:</b> 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: \$ _____ <b>DO NOT</b> include the priority portion of your claim here. Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges as of time case file included in secured claim, _____			
<b>5. PRIORITY CLAIM</b> <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. Unsecured Priority Claim Amount: \$ _____ Include <b>ONLY</b> the priority portion of your unsecured claim here. <b>You MUST specify the priority of the claim:</b> <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). <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.			
<b>6. CREDITS:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
<b>7. SUPPORTING DOCUMENTS:</b> <u>Attach redacted copies of supporting documents</u> , 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. <b>DATE-STAMPED COPY</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b>			
<b>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.</b>		<b>THIS SPACE FOR COURT USE ONLY</b>  Regen Biologics  00031	
<b>BY MAIL TO:</b> BMC Group, Inc. Attn: ReGen Biologics, Inc. Claims Processing PO Box 3020 Chanhassen, MN 55317-3020		<b>BY HAND OR OVERNIGHT DELIVERY TO:</b> BMC Group, Inc. Attn: ReGen Biologics, Inc. Claims Processing 18750 Lake Drive East Chanhassen, MN 55317	
DATE <b>6/26/11</b>	<b>SIGNATURE:</b> 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.  <b>Cindy Vandembosch, President</b>		

Strategic Reimbursement Consulting, Inc.

4342 Rangeview Drive  
Billings, MT 59106

# Invoice

Date	Invoice #
9/1/2009	586

Bill To
ReGen Biologics, Inc 411 Hackensack Ave, 10th Floor Hackensack, NJ 07601

P.O. No.	Terms	Due Date	Project
	Net 30	10/1/2009	

Description	Rate	Amount
Reimbursement Consulting Services - August  PAST DUE	16,000.00	16,000.00

We appreciate your prompt payment.	<b>Total</b>	\$16,000.00
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Phone #	Fax #	E-mail	Web Site
406-248-3994	406-248-4123	cvandenbosch@bresnan.net	www.strategic-reimbursement.com

Strategic Reimbursement Consulting, Inc.

4342 Rangeview Drive  
Billings, MT 59106

# Invoice

Date	Invoice #
9/30/2009	594

<b>Bill To</b>
ReGen Biologics, Inc 411 Hackensack Ave, 10th Floor Hackensack, NJ 07601

P.O. No.	Terms	Due Date	Project
	Net 30	10/30/2009	

Description	Rate	Amount
Reimbursement Consulting Services - September support PAST Due	16,000.00	16,000.00

We appreciate your prompt payment.

**Total**

\$16,000.00

Phone #	Fax #	E-mail	Web Site
406-248-3994	406-248-4123	cvandenbosch@bresnan.net	www.strategic-reimbursement.com

LAW OFFICES

**ROTHBARD, ROTHBARD, KOHN & KELLAR**

JEFFREY M. ROTHBARD  
JONATHAN KOHN  
CHRISTOPHER J. KELLAR

JAMES F. VISLOSKY, JR.

ROBERT TREAT CENTER  
50 PARK PLACE, SUITE 1228  
NEWARK, NEW JERSEY 07102-4397

(973) 622-7713

FAX: (973) 733-9817

lawyers@rrkklaw.com

A. ROBERT ROTHBARD (1908-1996)

January 13, 2011

Strategic Reimbursement Consulting Inc.  
4342 Rangeview Dr.  
Billings, MT 59106 4735

Attn: Cindy Vandenbosch, President

RE: Strategic Reimbursement Consulting Inc.  
VS. Re-Gen Biologics, Inc. t/a ReGen  
Our file no. 36,459-1

Dear Ms. Vandenbosch:

I have filed suit against the debtor in the above captioned matter. Please advance your records 45 days.

Very truly yours,

CHRISTOPHER J. KELLAR  
CJK/lms

\$ 1400 fee

Contractor Name: Strategic Reimbursement Consulting  
Term: April 19, 2007 ("Effective Date") to ("Termination Date")

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is between ReGen Biologics, Inc., a Delaware corporation and its successors or assignors ("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.

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. 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.

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 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 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 California, 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 notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

an 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.

8.4 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.

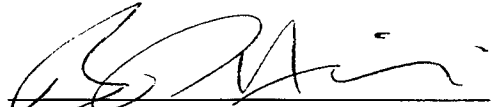
8.5 Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Client for which there may be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief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

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

8.7 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any

CLIENT:

ReGen Biologics, Inc.




By: Brion D. Umidi

Title: Senior Vice President & CFO

Address: 509 Commerce Street  
East Wing  
Franklin Lakes, NJ 07417

CONTRACTOR:



By:

Title: President  
(if applicable)

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

Nationality or Domicile: \_\_\_\_\_

EXHIBIT A  
April 19, 2007

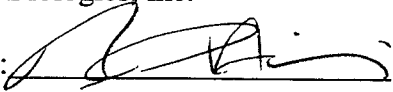
**PROJECT ASSIGNMENT**

This Exhibit A incorporates by reference the contents of the proposal letter dated March 8, 2007 signed by Client and Contractor.

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.

ReGen Biologics, Inc.

Signed: \_\_\_\_\_



Contractor

Signed: \_\_\_\_\_



EXHIBIT A-2

Independent Contractor Services Agreement between Client and Strategic Reimbursement Consulting dated April 19, 2007

**PROJECT ASSIGNMENT**

**Dated January 1, 2009**

Client Manager

The Client Manager for this Project Assignment shall be: Jeff Chandler, Senior VP Sales and Marketing

Services

ReGen Biologics, Inc (ReGen or Client) and Strategic Reimbursement Consulting, Inc. (SRC or Contractor) are working together to develop and implement a sound coding, coverage and payment strategy for the impending Menaflex launch. Pursuant to the development and implementation of the ReGen reimbursement strategy, SRC will create launch materials, drive the reimbursement strategy and manage the reimbursement field team.

Compensation

Fees for service in connection with this project assignment will be calculated based upon (i) during the month of January 2009, a rate per hour of \$267 per hour, or \$150 per hour for unproductive travel time required by the Client.

Beginning February 1, 2009 and on a monthly basis through December 31, 2009, the fees for this agreement are as follows:

- Monthly retainer to be invoiced by SRC on the first of each month: \$16,000 (approximately 15 hours per week). ReGen agrees to pay SRC invoices within 30 days.
- This retainer allows for travel 1 time per month.
- Reasonable out-of-pocket expenses such as travel and honoraria shall be billed in addition to the above fees and will be projected and billed monthly. Reasonable travel expenses include full coach airfare, taxi, hotel, meals and tips.
- SRC does not bill for fax, courier, administrative work, telephone, duplication, or related office expenses.

If this Project Assignment or the Independent Contractor Services Agreement which governs it is terminated for any reason, fees will be paid based on billable Contractor time up to 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.