

United States Bankruptcy Court
District of DELAWARE

PROOF OF CLAIM

In re (Name of Debtor)

REGEN BIOLOGICS, INC., et al.,

Case Number

11-11083 PJW

Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor

(The person or entity to whom the debtor owes money or property)

De Lage Landen Financial Services, Inc.

Name and Addresses Where Notices Should be Sent

De Lage Landen Financial Services, Inc.

1111 Old Eagle School Road

Wayne, PA 19087

Telephone No.

800-767-5022 or 610-386-5000

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.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which Creditor identifies Debtor:

24803126

Check here if this claim: replaces or amends a previously filed claim, dated:

1. BASIS FOR CLAIM:

- Goods sold
Services performed
Money loaned
Personal injury/wrongful death
Taxes
Other (Describe briefly) LEASE

RECEIVED

JUN 29 2011

BMC GROUP

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
Wages, salaries, and compensations (Fill out below)
Your social security number
Unpaid compensations for services performed from

2. DATE DEBT WAS INCURRED:

2/23/2007

3. IF COURT JUDGEMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.

CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

SECURED CLAIM

Attach evidence of perfection of security interest
Brief Description of Collateral:

- Real Estate
Motor Vehicle
Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim, if any:

UNSECURED NONPRIORITY CLAIM \$8,130.19

A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

UNSECURED PRIORITY CLAIM

Specify the priority of the claim.

- Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4)
Contributions to an employee benefit plan - U.S.C. §507(a)(4)
Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use- 11 U.S.C. §507(a)(6)
Taxes or penalties of governmental units- 11 U.S.C. § 507(a)(7)
Other-11 U.S.C. §§ 507(a)(2), (a)(5)-(Describe Briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

\$0.00 (Secured) \$8,130.19 (Unsecured) (Priority)

\$8,130.19 (Total)

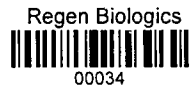
Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

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7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.



Date 6/24/2011

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

LARRY LEVIN - BANKRUPTCY MANAGER



24803126  
 Océ Financial Services, Inc.

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Lease Agreement Number 7383  
 200 - 520081670 - 000

LESSOR BUSINESS INFORMATION					
FULL LEGAL NAME OF LESSEE REGEN BIOLOGICS INC			DBA NAME		
BILLING ADDRESS 545 PENOBSCOT DR			CITY REDWOOD CITY	STATE CA	
ZIP 94063	PHONE # 650-306-8260	CONTACT NAME Tanya Ellsworth		INVOICE ATTN OF Accounts Payable	
FEDERAL TAX ID # 94-310-86-52	CUSTOMER P.O. #	E-MAIL ADDRESS trelaworth@rogenbio.com		Tax Exempt <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

QTY	EQUIPMENT MODEL & DESCRIPTION	ACCESSORIES
1	Complete 30PPM Flatbed Fax MFP Package with Accessories	
1	Complete 95 PPM B-W/22 PPM Fa Package with Accessories	
	16M4570-COMLETE 45 PPM	

See attached schedule for additional Equipment/Accessories or multiple installation addresses  
 Equipment Location (if different from Billing Address)

**PAYMENT PLAN**

Initial Lease Term in Months: 60  
 Billing Frequency:  Monthly  Quarterly  Other  
 Initial Periodic Payment of: \$ NA attached.  
 Purchase Option at End of Term:  FMV  \$1 Other

# of Payments	Total Periodic Payment (applicable taxes not included)
Final 60	638.00
Next	
Next	

Included in your payment: (separate vendor agreement required)  Equipment Maintenance  Copier Supplies  Software Maintenance

**TERMS AND CONDITIONS**

OFSI IS NOT AN AGENT OF VENDOR, AND NEITHER VENDOR NOR ANY OF ITS SALESPEOPLE ARE OFSI AGENTS. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED FOR ANY REASON. ALL PAYMENTS UNDER THIS LEASE ARE UNCONDITIONAL AND ABSOLUTE AND YOU SHALL PAY THEM FOR THE ENTIRE LEASE TERM REGARDLESS OF WHETHER THE EQUIPMENT IS DAMAGED, DESTROYED, DEFECTIVE, UNSALABLE OR BECOMES OBSOLETE, AND REGARDLESS OF ANY, DISPUTE WITH OR CLAIMS AGAINST, OFSI, VENDOR OR ANY OTHER PARTY YOUR OBLIGATIONS UNDER THIS LEASE ARE NOT SUBJECT TO DEFENSE, SETOFF, COUNTERCLAIM, ABATEMENT OR REDUCTION FOR ANY REASON. IF YOU HAVE ANY CLAIMS CONCERNING THE EQUIPMENT OR YOUR RELATIONSHIP WITH VENDOR, YOU MUST MAKE THEM AGAINST VENDOR.

1. Definitions Parties' Relationship: The words "YOU" and "YOUR" refer to the Lessee. The words "WE", "US", "OUR" and "OFSI" refer to the Lessor, Océ Financial Services, Inc. The term "Vendor" means Océ Imaging Inc. The word "Parties" means "OFSI" and "YOU". The Equipment was selected by you and supplied by Vendor, not OFSI. (continued on back page)

**LEASE ACCEPTANCE**

Lessor <b>OCÉ FINANCIAL SERVICES, INC.</b>	Lessee <b>REGEN BIOLOGICS INC</b>
AUTHORIZED SIGNATURE <i>Jack J Scarpelli</i>	AUTHORIZED SIGNATURE <i>K. Reinert Harris</i>
PRINT NAME TITLE DATE JACK J SCARPELLI ASST. SEC. 1/12/07	PRINT NAME TITLE DATE K REINERT HARRIS DIRECTOR 1/21/06

**PERSONAL GUARANTEE**

In consideration of Lessor entering into the Lease in reliance on this guaranty, the Undersigned, joint and several, unconditionally and irrevocably guarantees to Lessor, its successors and Assigns, the prompt payment and performance of all existing and future obligations to Lessor, including the Lease. The Undersigned agrees that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against undersigned personally without resorting to any security or seeking to collect from Lessee; (b) Undersigned waives all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral and all notices, including those of protest, presentment, and demand; (c) Lessor may renew, extend or otherwise change the term of Lease without notice to Undersigned and Undersigned will be bound by such changes, and (d) Undersigned will pay all Lessor's costs of enforcement and collection, including attorneys' fees. This guaranty survives the bankruptcy of Lessee and binds Undersigned, administrators, successors and assigns. Undersigned's obligation under the guaranty will continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and Undersigned agrees not to seek to be repaid by Lessee in the event that Undersigned must pay Lessor, until Lessor has been paid all amounts owed.

SIGNATURE OF PERSONAL GUARANTOR	DATE	SIGNATURE OF PERSONAL GUARANTOR	DATE
PRINT NAME:		PRINT NAME:	