

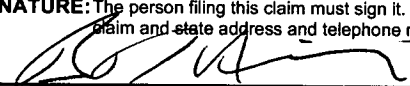


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM	
In re: <i>ReGen Biologics, Inc Rbio, Inc.</i>		Case Number: <i>11-11083 11-11084</i>	
NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property  27444249000199 BRION D UMIDI 989 BAYBERRY DR ARNOLD, MD 21012-1610		RECEIVED <div style="font-size: 2em; font-weight: bold;">JUN 30 2011</div> <div style="font-size: 1.5em; font-weight: bold;">BMC GROUP</div>	
Creditor Telephone Number <i>(410) 349-2431</i> Name and address where payment should be sent (if different from above): Payment Telephone Number ()			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <i>50,668.97</i> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		THIS SPACE IS FOR COURT USE ONLY <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on:	
2. BASIS FOR CLAIM: <i>Wages / Severance</i> <small>(See instructions #2 and #3a on reverse side.)</small>		3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <i>N/A</i> <small>3a. Debtor may have scheduled account as:</small> <i>B Umidi</i>	
4. SECURED CLAIM (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____ Secured Claim Amount: \$ _____ DO NOT include the priority portion of your claim here. Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges <u>as of time case file</u> included in secured claim,			
5. PRIORITY CLAIM <input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Unsecured Priority Claim Amount: \$ _____ Include ONLY the priority portion of your unsecured claim here. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <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) (_____). <small>* 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.</small>			
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: <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. 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 <div style="text-align: center;">  00039 </div>	
BY MAIL TO: BMC Group, Inc. Attn: ReGen Biologics, Inc. Claims Processing PO Box 3020 Chanhassen, MN 55317-3020		BY HAND OR OVERNIGHT DELIVERY TO: BMC Group, Inc. Attn: ReGen Biologics, Inc. Claims Processing 18750 Lake Drive East Chanhassen, MN 55317	
DATE <i>6/25/11</i>	SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

<p>Court, Name of Debtor, and Case Number: Fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Debtor Name</td> <td style="width: 30%;">Case No</td> </tr> <tr> <td>ReGen Biologics, Inc.</td> <td>11-11083</td> </tr> <tr> <td>RBio, Inc.</td> <td>11-11084</td> </tr> </table> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p>4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.</p>	Debtor Name	Case No	ReGen Biologics, Inc.	11-11083	RBio, Inc.	11-11084	<p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>7. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date and Signature: The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p>Date-Stamped Copy Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
Debtor Name	Case No						
ReGen Biologics, Inc.	11-11083						
RBio, Inc.	11-11084						

DEFINITIONS

INFORMATION

<p>DEBTOR A debtor is the person, corporation, or other entity that has filed a bankruptcy case.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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.</p>	<p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>Evidence of Perfection Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other</p>	<p>document showing that the lien has been filed or recorded.</p> <p>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.</p> <p>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.</p>
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ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/regenbiologics

Brion Umidi
Unpaid ReGen Severance

12 MO	6 MO	6 MO	LESS:	
<u>SALARY</u>	<u>SALARY</u>	<u>BENEFITS</u>	<u>AMOUNT PAID</u>	<u>Amount Due</u>
236,014.08	118,007.04	10,656.00	77,994.07	50,668.97
			<u>TOTAL</u>	
			128,663.04	



October 2, 2009

Brion D. Umidi
989 Bayberry Drive
Arnold, MD 21012

Dear Brion:

It is with sincere regret that I must inform you that your employment at ReGen Biologics, Inc. will be terminated as of Friday October 2, 2009. This termination is "without cause" under your employment agreement with the Company, dated March 23, 2004 and amended November 28, 2008. This letter acknowledges your waiver of the 90-day written notification of termination without cause, as indicated in the foregoing employment agreement.

The Company is finalizing arrangements for you to receive your final paycheck for work you performed through September 30. In addition, the Company will be releasing to you escrowed funds intended to cover a portion of the Company's severance obligation to you under your employment agreement with the Company. We will let you know when we expect to process these payments for you.

As you may know the recent developments with the FDA along with difficulty in securing long term financing have led us to make the difficult decision to downsize our expenses and operations.

I would like to make it absolutely clear that your termination does not reflect that the Company is unhappy with your work performance. Should the Company be able to secure additional financing we may contact you regarding remaining severance payments owed to you under your employment agreement with the Company. During your exit conference with your supervisor, you will receive information regarding COBRA benefits.

Please work with your immediate supervisor to return any company property in your possession and submit any final expenses for repayment.

If you would like, I would be pleased to write a recommendation letter for you, to help with your job search.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Bisbee", written in a cursive style.

Gerald Bisbee, PhD.
Chairman and Chief Executive Officer
ReGen Biologics, Inc.

cc: Personnel file

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into this 23rd day of March 2004, by and between Brion D. Umidi (the "Executive") and ReGen Biologics, Inc (the "Company"), acting on behalf of itself and its wholly owned subsidiary, Rbio, Inc. ("ReGen").

WHEREAS, the Company and ReGen wish to retain the services of Executive, and

WHEREAS, the Executive desires to be employed by the Company and ReGen,

NOW, THEREFORE, in consideration of the promises and mutual agreements made herein, and intending to be legally bound hereby, the Company and Executive agree as follows:

1. Employment Term. The Company, on behalf of itself and ReGen, shall employ the Executive for consecutive one-year terms beginning on January 1 of each calendar year, with the provisions of this Agreement deemed to have been in effect as of July 15, 2002.

2. Employment Duties. Executive will serve in a full-time capacity as Senior Vice President and Chief Financial Officer of both the Company and ReGen. Executive shall be responsible for the following activities of the Company and ReGen: accounting and reporting activities, contract management and legal coordination, Board of Director meeting preparation and support, shareholder relations, support of capital financing activities and related matters, and other related duties as assigned by the Chairman and Chief Executive Officer. Executive shall report directly to the Chairman and Chief Executive Officer.

3. Compensation. Executive's base salary is \$175,000 per annum, to be paid in equal bi-weekly installments, which amount shall be increased to \$180,250 effective January 1, 2004. The Compensation Committee of the Board of Directors shall review Executive's base salary at the beginning of each calendar year during its annual compensation review. Such compensation may be adjusted by the Company by mutual agreement with Executive at such annual reviews.

4. Benefits.

(a) Executive will be entitled during the term of this Agreement to such paid vacation, paid holidays, and sick leave benefits as are provided by the Company's and ReGen's standard policies. Additionally, Executive shall be entitled during the term of this Agreement to (i) the Company's or ReGen's standard health and disability benefits, (ii) participation in the Company's or ReGen's 401(k) program, and (iii) any other benefits that may be customarily provided from time to time by the Company or ReGen to its employees.

(b) The Company shall reimburse Executive for all reasonable expenses incurred in connection with the performance of his duties under the Agreement pursuant to the Company's and ReGen's standard business expense reimbursement policies.

(c) The Company shall provide Executive during the term of this Agreement the same level of coverage of directors and officers liability insurance that the Company extends to its other officers and directors. In addition, Company shall indemnify and hold Executive harmless from any and all claims, demands, judgments, damages and attorneys' fees resulting from his actions in the performance of his duties under this Agreement on behalf of the Company, to the extent provided in the "Indemnification Agreement" attached hereto as Exhibit A, which shall be executed by the Company and Executive simultaneously with the execution of this Agreement.

5. Termination.

(a) For Cause. Notwithstanding any other provision of this Agreement, the Company may terminate Executive's employment for cause at any time without notice. For purposes of this Agreement, "cause" shall mean the Executive's (i) commission of an action having a material adverse effect on the Company or ReGen which constitutes an act of fraud, dishonesty, or moral turpitude, or which, if proven in a court of law, would constitute a violation of a criminal code or other law; (ii) divulging the Company's or ReGen's Confidential Information (as defined in Section 8) in a manner that has a material adverse effect on the Company; or (iii) material breach of any material duty or obligation imposed upon the Executive by the Company or ReGen. Should the Company reasonably determine that such "cause" exists, it shall inform Executive of such "cause" and afford him thirty (30) days following his receipt of written notice of the Company's "cause" finding and the facts underlying it, to cure the "cause." Executive's cure of such "cause" shall not be unreasonably rejected by the Company. Should Executive fail to cure the "cause," and the Company terminate him pursuant to this Section 5(a), the Company's obligations under this Agreement shall cease, and except as required by applicable law, Executive shall forfeit all rights to receive any other compensation or benefits under this Agreement, except that he shall be entitled to his base salary for services rendered through the effective date of termination.

(b) Without Cause. Notwithstanding any other provision of this Agreement, the Company may terminate Executive's employment and this Agreement without cause by providing Executive ninety (90) days advance written notice, provided that in the event of such termination, Executive shall be entitled to exercise vested stock options in accordance with their terms (but with an extension of 12 months of the period within which such options must be exercised), and continuation of his salary and Company-paid health and other welfare benefits for six (6) months. Solely for purposes of determining the vested percentage of the Executive Grants at the time of such termination, Executive shall be deemed to have continued employment with the Company for six (6) months beyond the termination date.

(c) Material Change in Responsibilities. Notwithstanding any other provision of this Agreement, should the Company materially change Executive's

responsibilities, Executive may provide the Company thirty (30) days written notice of his objection to such change. The Company shall be afforded thirty (30) days from receipt of such notice to respond to and cure Executive's objection(s). Should the Company fail to restore Executive's responsibilities in full during this thirty (30) day period, Executive shall be entitled to resign; and such resignation for purposes of salary and benefit continuation, and vesting, shall be treated as a termination without cause as defined in Section 5(b). For purposes of this Section, a "material change in responsibility" shall mean a material change in Executive's duties or authority.

(d) Termination Due to Departure of Current Chairman and CEO. In the event Gary Bisbee is no longer Chairman and CEO of the Company (or is no longer in an equivalent position), Executive shall be entitled to resign; and such resignation for purposes of salary and benefit continuation, and vesting, shall be treated as a termination without cause as defined in Section 5(b).

6. Termination Due to Change in Control.

(a) Defined. For purposes of this Agreement, a "change in control" is: (1) the purchase or other acquisition by any person, entity or syndicate group of persons and/or entities within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended, or any comparable successor provisions, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under such Act) of forty percent (40%) or more of either the outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally; (2) the approval by the stockholders of the Company of a reorganization, merger or consolidation, in each case, with respect to which persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated Company's then outstanding securities; (3) a liquidation or dissolution of the Company; or (4) the sale of all or substantially all of the Company's assets.

(b) In the event that a change in control results in an involuntary termination of Executive through elimination of his position, Executive shall be entitled to exercise his stock options in accordance with their terms, and continuation of his salary and Company-provided health and other welfare benefits for six (6) months as provided in Section 5(b).

(c) In the event of Executive's termination pursuant to Section 6(b), Executive may, at his sole option, elect to receive payment of his four (4) months salary in the form of a lump sum distribution, less applicable withholdings, which shall be payable within twenty (20) days of the effective date of his termination.

7. Disability. The Company may terminate the Executive in the event that he becomes disabled during the term of this Agreement. Executive shall be considered "disabled" within the meaning of this Section if he is unable because of accident or

illness (physical or mental) to perform the material duties of his position for a period of six (6) consecutive months. Executive's termination pursuant to this Section shall be treated as a termination without cause as defined in Section 5(b).

8. Confidentiality. In the course of performing his duties under this Agreement, Executive will have access to "Confidential Information." Executive agrees and acknowledges that this Confidential Information constitutes a valuable and unique asset of the Company and ReGen, and that its protection is of critical importance to the Company and ReGen. To ensure that such Confidential Information is not disclosed or divulged to third persons, Executive agrees:

(a) that Confidential Information is owned by the Company or ReGen, and is to be held by Executive in trust and solely for the benefit of the such entity;

(b) that he shall not in any way utilize such Confidential Information for the gain or advantage of Executive or others to the detriment of either entity; and

(c) that upon termination of this Agreement, he shall promptly return any and all such Confidential Information to the Company or ReGen, as the case may be, and shall continue to abide by the confidentiality provisions of this Section.

For purposes of this Agreement, "Confidential Information" shall include, but not be limited to, information that has been created, discovered, developed or otherwise become known to the Company or ReGen and/or in which property rights have been assigned or otherwise conveyed to the Company or ReGen, which information has commercial value in the business in which the Company or ReGen is at the time engaged or in which it has an identified plan to be engaged. By way of illustration, but not limitation, Confidential Information includes trade secrets, processes, structures, formulas, data and know-how, improvements, inventions, product concepts, techniques, marketing plans, strategies, forecasts, customer lists and information about the Company's or ReGen's employees, and/or consultants.

Executive further agrees that he will execute a mutually agreeable proprietary information and invention agreement as a condition of his employment.

9. Non-Solicitation.

(a) Executive agrees that during the term of this Agreement and for a six (6) month period following his receipt of notice of his termination under this Agreement, he will not, directly or indirectly, without the prior written consent of the Company, solicit or attempt to solicit business from any individual or entity that was a customer of the Company or ReGen at any time during the six (6) month period immediately prior to Executive's termination of employment with the Company or ReGen.

(b) Executive agrees that during the term of this Agreement and for a twelve (12) month period following his receipt of notice of termination under this Agreement (hereinafter referred to as the "Employee Solicitation Period"), he will not, directly or indirectly, without the prior written consent of the Company, solicit or induce any employee, contractor or consultant of the Company or ReGen to leave their employ,

or hire for any purpose any employee, contractor or consultant of the Company. With respect to part-time employees (that is, employees regularly working less than thirty five (35) hours per week), the Employee Solicitation Period shall be six (6) months.

10. Notices. Any notice or communication under this Agreement will be in writing and sent by registered or certified mail addressed to the respective parties as follows:

If to the Company: Chairman and Chief Executive Officer
ReGen Biologics, Inc.
509 Commerce Street, East Wing
Franklin Lakes, N.J. 07417


If to the Executive: Brion D. Umidi
989 Bayberry Drive
Arnold, MD 21012

Executive shall notify the Company by certified mail of any change in his address, and thereafter, the Company shall forward any notices under this Agreement to Executive at such new address.

11. Entire Agreement. This Agreement embodies the entire agreement of the Parties relating to Executive's employment and supersedes all prior agreements, oral or written. No amendment or modification of this Agreement shall be valid or enforceable unless made in writing and signed by the Parties.

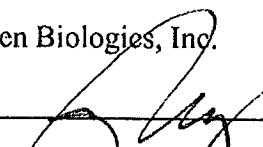
12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Delaware.

13. Severability. Should one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such provisions or portions thereof shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining provisions of this Agreement or portions thereof shall nevertheless be valid, enforceable and remain in full force and effect.



BRION D. UMIDI
March 25, 2004

Date

ReGen Biologics, Inc.


By: _____
Its: CK & CEO
5/6/04

Date

Exhibit A
Indemnification Agreement

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "Amendment") is entered into this ~~28th~~ day of November, 2008 (the "Effective Date"), by and between Brion D. Umidi ("Executive") and ReGen Biologics, Inc. (the "Company").

WHEREAS, the Company and Executive are parties to that certain Employment Agreement dated as of March 23, 2004 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to revise certain provisions of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Amendment, the Company and the Executive hereby agree that the Employment Agreement is hereby amended as follows:

1. Section 5(b) is hereby replaced in its entirety with the following:

(b) Without Cause. Notwithstanding any other provision of this Agreement, the Company may terminate Executive's employment and this Agreement without cause by providing Executive ninety (90) days advance written notice, provided that in the event of such termination, Executive shall be entitled to exercise vested stock options in accordance with their terms (but with an extension of twelve (12) months of the period within which such options must be exercised), a lump sum payment of six (6) months of salary to be paid within thirty (30) days after termination and continuation of his Company-paid health and other welfare benefits for six (6) months. Solely for purposes of determining the vested percentage of the Executive Grants at the time of such termination, Executive shall be deemed to have continued employment with the Company for six (6) months beyond the termination date.

2. Section 5(c) is hereby replaced in its entirety with the following:

(c) Material Change in Responsibilities. Notwithstanding any other provision of this Agreement, should the Company materially reduce Executive's authority, duties or responsibilities, Executive shall have thirty (30) days to provide the Company written notice of his objection to such reduction. The Company shall thereafter be afforded thirty (30) days from receipt of such notice (the "Cure Period") to respond to and cure Executive's objection(s). Should the Company fail to restore Executive's authority, duties and responsibilities in full during the Cure Period, Executive shall be entitled to resign and such resignation for purposes

