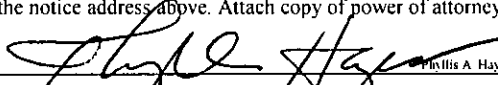




UNITED STATES BANKRUPTCY COURT District of Delaware (Wilmington)		PROOF OF CLAIM
Name of Debtor: Regen Biologics, Inc. (Regen Biologics, Inc.)		Case Number: 11-11083
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of a administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Dun & Bradstreet		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Dun & Bradstreet c/o Receivable Management Services ("RMS") P.O. Box 5126 Timonium, MD 21094 Telephone number: (410) 773-4089		
Name and address where payment should be sent: Dun & Bradstreet c/o Receivable Management Services ("RMS") P.O. Box 5126 Timonium, MD 21094 Telephone number: (410) 773-4089		<input type="checkbox"/> Check this 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.
3. Amount of Claim: \$3,210.00 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.		5. 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. 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 \$10,950*) 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 \$2,425* 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)(____). Amount entitled to priority: *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <input type="checkbox"/> GOODS SOLD <input checked="" type="checkbox"/> SERVICES RENDERED (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: 591317 (See instruction #3a on reverse side.)		
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 setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
Date: June 30, 2011 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.  Phyllis A. Hayes, RMS Agent for Creditor		FOR COURT USE ONLY  00051
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571.		



Decide with Confidence

7543426381922900009693178000000000003210009

ACCOUNT #	DUNS #	INVOICE #	INVOICE DATE	AMOUNT DUE	PURCHASE ORDER #
5410-263819229	18-944-9226	9693178-01	09/01/2009	\$3,210.00	
REGEN BIOLOGICS, INC. JOAN WARNER 411 HACKENSACK AVE HACKENSACK NJ 07601-6328 			TO INSURE PROPER CREDIT -- Please return this portion with payment. Also be sure to include your account number on check. MAIL YOUR REMITTANCE TO: D&B P.O. Box 75434 Chicago, IL 60675-5434		
FOR INTERNAL USE			The above address is for payment of invoices only.		
ORG Subscriber #: 263819229 Offer#: 007629559 Sales Rep: Michael Budline/107122			For CUSTOMER SERVICE or other questions call (800) 234-3867		

Dun and Bradstreet Inc., FED ID# 22-3582360

INVOICE

MAIL YOUR REMITTANCE TO:

Page 1

D&B
P.O. Box 75434
Chicago, IL 60675-5434

The above address is for payment of invoices only.

For CUSTOMER SERVICE or other questions call (800) 234-3867

SUBSCRIBER #	DUNS #	INVOICE #	INVOICE DATE	AMOUNT DUE	PURCHASE ORDER #
263819229	18-944-9226	9693178-01	09/01/2009	\$3,210.00	
Description			TOTAL AMOUNT	FUTURE PAYMENTS	CURRENT AMT DUE
SUBSCRIPTION FEE*			3,000.00		
ADDITIONAL PRODUCT COMMITMENT			.00		
ADVANCE SALES TAX DEPOSIT			210.00		
TOTAL ANNUAL SERVICE AMOUNT			3,210.00		
Payment Due on 08/31/2009					3,210.00
Pay Current Amount Due OR Pay Total Amount Due			3,210.00		3,210.00
*SUBSCRIPTION FEE refers to your PPA/DNBI/XBSP fee as indicated in your contract.				AMOUNT DUE:	\$3,210.00

OFFER SIGNED BY: Joan Warner

Pay by Visa, Mastercard, American Express or Discover! Call 1-800-872-4324 for details.

Thank you for doing business with **D&B**
Visit www.dnb.com to learn how D&B can help you Decide with Confidence
Please retain this portion for your records

BOLT Point Detail Usage

Company Name: ReGen Biologics, Inc.

Subscriber Number: 263-819229

Offer Sequence: 7629559

Offer Status: Expired

Offer Effective: 08/31/2009

Current Bridge Period: NA

Duns Number: 18-944-9226

Offer Type: Annual Discount Plan

Template Type: DNBi External for DNBi

Expires: 08/30/2010

Sub#	Offer #	Offer Status	Inquiry Dt	Process Date	Product Description	PPA Included - Additional Products Indicator	Qty	Duns#	Case Name	Case State	Country	Opid	Endorsement	Access System	Dollar Amt	Total Amt	List Price
263-819229	7629559	Expired	08/31/2008 12:00AM	08/31/09	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	08/31/2009 12:00AM	09/31/09	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	09/03/2009 01:41PM	09/04/09	DNBi Company Details Refresh	PPA Included	1	88-314-2572	JOHN T MATHER MEMORIAL HOSP	NY		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/03/2009 01:41PM	09/04/09	DNBi Company Registration	PPA Included	1	07-293-3393	UNIVERSITY SOUTHERN CALIFORNIA	CA		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/03/2009 01:37PM	09/04/09	DNBi Company Registration	PPA Included	1	00-696-3966	UNIVERSITY SOUTHERN CALIFORNIA	CA		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/08/2009 03:30PM	09/09/09	DNBi Company Registration	PPA Included	1	62-645-6636	CLAIRSON INDUSTRIES, L.L.C.	FL		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/09/2009 01:51PM	09/10/09	DNBi Company Details Refresh	PPA Included	1	18-944-9226	REGEN BIOLOGICS, INC.	NJ		537464	BSWINKIN@REGENBIO.COM	DNBI	\$	\$	\$
263-819229	7629559	Expired	09/09/2009 01:56PM	09/10/09	DNBi Company Registration	PPA Included	1	18-944-9226	REGEN BIOLOGICS, INC.	NJ		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/11/2009 11:17AM	09/12/09	DNBi Company Registration	PPA Included	1	01-042-5080	VILLAGE ANIMAL CLINIC	FL		536790	JWARNER@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/11/2009 04:32PM	09/22/09	DNBi Company Registration	PPA Included	1	13-118-5241	SCRIPPS HEALTH	CA		537464	BSWINKIN@REGENBIO.COM	DNBI	\$	\$	\$
263-819229	7629559	Expired	09/21/2009 04:28PM	09/22/09	DNBi Company Registration	PPA Included	1	11-130-3074	NORTH SHORE UNIVERSITY HOSP	NY		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	09/21/2009 04:32PM	09/22/09	DNBi Company Registration	PPA Included	1	13-118-5241	SCRIPPS HEALTH	CA		537464	BSWINKIN@REGENBIO.COM	DNBI	\$113.24	\$113.24	\$149.00
263-819229	7629559	Expired	10/27/2009 12:00AM	10/27/09	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	11/27/2009 12:00AM	11/27/09	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	11/27/2009 12:00AM	11/27/09	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	12/27/2009 12:00AM	12/27/09	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	12/27/2009 12:00AM	12/27/09	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	01/27/2010 12:00AM	01/27/10	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	01/27/2010 12:00AM	01/27/10	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	02/27/2010 12:00AM	02/27/10	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	03/27/2010 12:00AM	03/27/10	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	04/27/2010 12:00AM	04/27/10	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	04/27/2010 12:00AM	04/27/10	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	05/27/2010 12:00AM	05/27/10	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	05/27/2010 12:00AM	05/27/10	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	06/27/2010 12:00AM	06/27/10	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	06/27/2010 12:00AM	06/27/10	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	07/27/2010 12:00AM	07/27/10	Reliable Allocation-TRAD No Usage	PPA Included	1								\$	\$	\$
263-819229	7629559	Expired	07/27/2010 12:00AM	07/27/10	Reliable Allocation-VAPS No Usage	PPA Included	1								\$	\$	\$
															\$1,132.40		
															\$		

D&B Order Form (04-08)



Decide with Confidence

This Order is subject to the Master Agreement between Customer and D&B. This Order is not valid until a Master Agreement has been executed between the parties. Notwithstanding anything to the contrary contained in the Master Agreement, this Order constitutes Customer's binding commitment for the term of this Order.

Order #:
618174

Effective Date:
08/31/09

GEOGRAPHIC SCOPE OF LICENSE: The use of Services under this Order may be accessed by Customer only in the United States, to support its U.S. business; and, Customer shall not share its user ID's and passwords outside the U.S, nor may it share Information accessed under this Order with persons located outside the U.S. Customer may make Services under this Order available to entities located in the United States that are subsidiaries, divisions or affiliates, wholly-owned or controlled by Customer ("US Affiliates") and identified on a "Schedule of Affiliates" attached to this Order and that are not currently eligible to receive any Included Services under an existing agreement with D&B to support their respective US businesses.

Customer Name: ReGen Biologics, Inc.

Governing Master Agreement DUNS # : 189449226

Subscriber # :

Product Description	Quantity
<p>DNBi for Risk Management</p> <p>DNBi Fee Term - 12 Months Contract Year 1 (12 Months) - \$3,000.00</p> <p>Total Amount Year 1 - \$3,000.00</p> <p>Product Usage Limits : International Reports - Dollar Usage Limit Intl Reports Year 1 - \$450.00</p> <p>Usage is determined by reference to: Band 3 - Discount - 24% D&B Published Pricing - 2009</p> <p>Customer account set-up information First & Last Name for DNBi Account - Joan Warner Email for DNBi Account - jwarner@regenbio.com</p>	

DNBi - ADDITIONAL PRICING TERMS - UNUSED AND CARRYOVER AMOUNTS

- Any unused amounts associated with either the DNBi Fee or carryovers from previous agreements may not be carried over or credited to current or subsequent Contract Years including use of D&B products and services not listed in Appendix A.

DNBi - ADDITIONAL PRICING TERMS - ACCESS

- In the event Customer elects not to renew this Order, D&B may permit Customer to continue to access Included Services for up to 60 days after expiration of this Order, provided that Customer will pay D&B's then current published transactional pricing (subject to Customer's band discount set forth herein) for such Included Services.

Payment Information

Payment Terms	Due upon Receipt of Invoice
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Payment Method	Pay By Cash/Check
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Shipping and sales taxes will be billed to the Customer as applicable.

D&B - PAYMENT TERMS & CONDITIONS (NR)

1. In the event monthly or quarterly payments from the preceding Contract Year were not received in a timely manner; no future Payment Terms may be offered and payment will be due upon receipt of invoice.

Billing Address:		Shipping Address:	
Attention: Joan Warner		Attention: Joan Warner	
Address 1: 411 Hackensack Ave		Address 1: 411 Hackensack Ave	
Address 2:		Address 2:	
City: Hackensack		City: Hackensack	
State: NJ	Zip: 07601	State: NJ	Zip: 07601
Telephone: (201)651-5140	Fax:	Telephone: (201)651-5140	Fax:

License, Application, and Purpose of Use Terms & Conditions

DNBi - TERMS & CONDITIONS (NR)

1. The term of this Order shall commence on the Effective Date and continue for the Term. Each period beginning on the Effective Date is referred to herein as a "Contract Year".
2. During each Contract Year, Customer shall have unlimited access to all products and services listed on Appendix A ("Included Services"), subject to the Product Usage Limits (for International Reports and/or Account Manager DNBi Module) set forth herein.
3. The use of Included Services under this Order applies to Customer as it exists on the Effective Date. Any change to Customer via merger or acquisition (including the acquisition of a portfolio), shall require a written addendum between D&B and Customer to reflect such change, which addendum shall include the applicable revised DNBi Fee(s).
4. Any use of Included Services in excess of the applicable Product Usage Limits (for International Reports and/or Account Manager for DNBi Module) during a particular Contract Year shall be billed to Customer at the referenced pricing listed herein, including applicable band discount.

APPENDIX A - DNBi - INCLUDED SERVICES

DNBi Service (Includes licensed Modules), International Reports (subject to usage limit; excludes Country Risk), RMS Data Integration Packets (excludes Patriot Act), Public Records, DUNSLink Standard Packets, Standard Investigations (other than priority), and Global DecisionMaker Reports.

Note: Small Business Risk Account Score (SBRAS) and Small Business Risk Portfolio Score (SBRPS), and Patriot Act products are not included in your DNBI Fee.