

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350064

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|--------------|
| BACTERIN INTERNATIONAL, INC. | | 07/31/2015 | CORPORATION: |
| X-SPINE SYSTEMS, INC. | | 07/31/2015 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | ROS ACQUISITION OFFSHORE LP |
| Street Address: | Walker House, 87 Mary Street |
| Internal Address: | c/o Walkers Corporate Services Limited, Attn: Neil Gray |
| City: | George Town, Grand Cayman |
| State/Country: | CAYMAN ISLANDS |
| Postal Code: | KY 1-9005 |
| Entity Type: | Exempted Limited Partnership: CAYMAN ISLANDS |

PROPERTY NUMBERS Total: 46

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 4765699 | 3DEMIN |
| Registration Number: | 3794423 | BACFAST |
| Registration Number: | 4393612 | BACTERINSE |
| Registration Number: | 4645294 | CIRCLE OF LIFE |
| Registration Number: | 3576967 | ELUTIA |
| Registration Number: | 3886606 | HMATRIX |
| Registration Number: | 3793867 | OSTEOLOCK |
| Registration Number: | 3758117 | OSTEOSELECT |
| Registration Number: | 3366646 | OSTEOSPONGE |
| Registration Number: | 4701155 | OSTEOSTX |
| Registration Number: | 3576966 | OSTEOWRAP |
| Registration Number: | 3521267 | QUICKSCREW |
| Registration Number: | 4672256 | SPORTMATRIX |
| Registration Number: | 4645064 | SILEX |
| Registration Number: | 4619437 | X-SPINE |
| Registration Number: | 4618034 | IRIX |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------|
| Registration Number: | 4587179 | CAPLESS |
| Registration Number: | 4464066 | CERTEX |
| Registration Number: | 4334774 | CALIX |
| Registration Number: | 4420033 | H-GRAFT |
| Registration Number: | 4110961 | SPIDER |
| Registration Number: | 3932766 | X90 |
| Registration Number: | 3853175 | HYDRAGRAFT |
| Registration Number: | 3853085 | BUTREX |
| Registration Number: | 3853084 | FORTEX |
| Registration Number: | 4016586 | AXLE |
| Registration Number: | 3932494 | FIXCET |
| Registration Number: | 3328122 | CAPLESS |
| Registration Number: | 4623255 | X-SPINE |
| Serial Number: | 86606794 | ARTHROFUSE |
| Serial Number: | 86523228 | ORBITALWRAP |
| Serial Number: | 86168839 | OSTEOPLF |
| Serial Number: | 86701171 | XTANT |
| Serial Number: | 86305253 | ZYFIX |
| Serial Number: | 86361500 | XPRESS |
| Serial Number: | 85732532 | FORMITY |
| Serial Number: | 86683945 | ARANAX |
| Serial Number: | 86052914 | ZYGAFIX |
| Serial Number: | 85268185 | RAMIS |
| Serial Number: | 85206311 | HELION |
| Serial Number: | 85030077 | AMNIOCEL |
| Serial Number: | 77503069 | CALIX |
| Serial Number: | 85875265 | CLOVER NOTCH |
| Serial Number: | 77465099 | FLEXCET |
| Serial Number: | 77479695 | STRAIGHTLIF |
| Serial Number: | 77247231 | ALLOPLATE |

CORRESPONDENCE DATA

Fax Number: 2026626291

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (202) 662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington & Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street NW

Address Line 2: Attn: Patent Docketing

TRADEMARK

REEL: 005590 FRAME: 0181

| | |
|--------------------------------|------------------------|
| Address Line 4: | Washington, D.C. 20001 |
| ATTORNEY DOCKET NUMBER: | 034550.00006 |
| NAME OF SUBMITTER: | Jennifer Augsburger |
| SIGNATURE: | /jennifer augsburger/ |
| DATE SIGNED: | 08/03/2015 |

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015 (this "Agreement"), is made by BACTERIN INTERNATIONAL, INC., a Nevada corporation ("Bacterin") and X-SPINE SYSTEMS, INC. ("X-spine" and together with Bacterin, each a "Grantor" and collectively, the "Grantors"), in favor of ROS ACQUISITION OFFSHORE LP, as Administrative Agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, pursuant to the Amended And Restated Credit Agreement, dated as of July 27, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Bacterin International, Inc. (the "Borrower"), the Lenders (as defined therein) and the Administrative Agent, (i) the Lenders have extended Commitments to make the New Loans and (ii) the Continuing Lender has continued the Continuing Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors and their Affiliates have executed and delivered an Amended And Restated Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of July 31, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I

hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at each Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

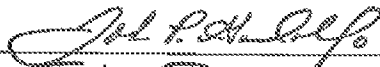
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by each Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g. “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

BACTERIN INTERNATIONAL, INC.

By: 
Name: John P. Gandolfo
Title: CFO

X-SPINE SYSTEMS, INC.

By: Michael Schmidt
Name: Michael L. Schmidt
Title: CFO / Treasurer

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

| Trademark | Appl. # | Reg. # | Status | Country of Reg. | Appl. Dt | Reg. Dt | Goods and Services | Owner |
|------------------|----------------|---------------|--------------------------|------------------------|-----------------|----------------|---|--|
| 3DEMIN | 86259493 | 4765699 | Registered | US | 4/22/14 | 6/30/15 | (INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| ARTHROFUSE | 86606794 | N/A | Published for Opposition | US | 4/22/15 | N/A | (INT. CL. 5) Human allograft tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| BACFAST | 77675985 | 3794423 | Registered | US | 2/23/09 | 5/25/10 | (INT. CL. 5) Human allograft tissue; milled cortical biologic plug in the nature of biologic hyper-demineralized cortical bone tissue intended for subsequent implantation (int. cl. 10) medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| BACTERINSE | 85639552 | 4393612 | Registered | US | 5/31/12 | 8/27/13 | (INT. CL. 37) Cleaning and disinfection of allograft bone and tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| CIRCLE OF LIFE | 86295138 | 4645294 | Registered | US | 5/29/14 | 11/25/14 | (INT. CL. 44) Providing information in the field of organ, eye and tissue donation; human tissue donation services | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| ELUTIA | 77165588 | 3576967 | Registered | US | 4/25/07 | 2/17/09 | (INT. CL. 10) Wound drainage apparatus; drainage appliances for surgical procedures; wound suction apparatus | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |

| Trademark | Appl. # | Reg. # | Status | Country of Reg. | Appl. Dt | Reg. Dt | Goods and Services | Owner |
|-------------|----------|---------|--------------------------|-----------------|----------|-----------|---|--|
| HMATRIX | 77228718 | 3886606 | Registered | US | 7/12/07 | 12/7/10 | (INT. CL. 5) Biological human acellular dermal matrix tissue intended for subsequent implantation; human allograft tissue; biological implants, namely, avital processed human or animal connective tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| ORBITALWRAP | 86523228 | N/A | Published for opposition | US | 2/3/15 | N/A | (INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| OSTEOLOCK | 77518307 | 3793867 | Registered | US | 7/9/08 | 5/25/10 | (INT. CL. 5) Milled human allograft tissue for spinal surgery, namely, facet fusion bone dowel | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| OSTEOPLF | 86168839 | N/A | Allowed | US | 1/17/14 | N/A | (INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| OSTEOSELECT | 77328137 | 3758117 | Registered | US | 11/13/07 | 3/9/10 | (INT. CL. 5) Human allograft bone and tissue; human allograft tissue; biological demineralized bone matrix tissue intended for subsequent implantation; bone fillers consisting of living materials (int. cl. 10) prosthetic and filling materials, namely, putty for use in the replacement of bones; bone repair compound for use in orthopedic surgery | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| OSTEOSPONGE | 78564754 | 3366646 | Registered Section 2(F) | US | 2/10/05 | 1/8/08 | (INT. CL. 5) Human allograft tissue, demineralized bone matrix, cancellous bone | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| OSTEOSTX | 86168841 | 4701155 | Registered | US | 1/17/14 | 3/10/2015 | (INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| OSTEOWRAP | 77165553 | 3576966 | Registered | US | 4/25/07 | 2/17/09 | (INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; human allograft tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |

| Trademark | Appl. # | Reg. # | Status | Country of Reg. | Appl. Dt | Reg. Dt | Goods and Services | Owner |
|-------------|----------|---------|------------|-----------------|----------|----------|---|--|
| QUICKSCREW | 77071492 | 3521267 | Registered | US | 12/26/06 | 10/21/08 | (INT. CL. 10) Bone screws; bone setting machines and instruments; medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery; medical instruments for use in bone surgery | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| SPORTMATRIX | 85791006 | 4672256 | Registered | US | 11/29/12 | 1/13/15 | (INT CL. 5) Biological human a cellular dermal matrix tissue intended for subsequent implantation; human allograft tissue; biological implants, namely, a vital processed human or animal connective tissue | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |
| XTANT | 86701171 | N/A | Pending | US | 7/22/15 | N/A | (INT CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue; Human allograft bone and tissue; Biological human acellular dermal matrix tissue intended for subsequent implantation; Biological implants, namely, a vital processed human or animal connective tissue; Biological demineralized bone matrix tissue intended for subsequent implantation; Bone fillers consisting of living materials; Milled human allograft tissue for spinal surgery, namely, facet fusion bone dowel; milled cortical biologic plug in the nature of biologic hyper-demineralized cortical bone tissue intended for subsequent implantation; biological tissue cultures for medical purposes; biological tissue grafts; Bone cement for surgical and orthopaedic purposes; Bone paste for medical purposes; Bone void fillers consisting of biological materials; Natural biomaterials for augmentation of bone and tissue for | Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714 |

| Trademark | Appl. # | Reg. # | Status | Country of Reg. | Appl. Dt | Reg. Dt | Goods and Services | Owner |
|-----------|---------|--------|--------|-----------------|----------|---------|--|-------|
| | | | | | | | <p>medical purposes; Bone screws; bone setting machines and instruments; medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery; medical instruments for use in orthopedic and spinal surgery; Wound drainage apparatus; Drainage appliances for surgical procedures; Wound suction apparatus; Prosthetic and filling materials, namely, putty for use in the replacement of bones; Bone repair compound for use in orthopedic surgery; synthetic bone grafts; Surgical and medical devices and instruments for treatment of the spine, and for nerve surveillance, guidance and monitoring, namely, cannulae, bone blocks, bone screws, fixation devices, spacing devices, insertion and extraction devices, prosthetic intervertebral discs, implants, implants material and implant anchorages; spinal bone implants; Cleaning and disinfection of allograft bone and tissue; Providing information in the field of organ, eye and tissue donation; human tissue donation services; tissue bank services</p> | |

| Mark | Serial No. | Filing Date | Reg. Date | Reg. No. |
|---------|------------|-------------|-----------|----------|
| SILEX | 86259218 | 4/22/14 | 11/25/14 | 4645064 |
| X-SPINE | 85878779 | 3/18/13 | 10/14/14 | 4619437 |
| IRIX | 85732565 | 9/19/12 | 10/7/14 | 4618034 |
| CAPLESS | 85970421 | 6/26/13 | 8/19/14 | 4587179 |
| CERTEX | 85861707 | 2/27/13 | 1/7/14 | 4464066 |
| CALIX | 85736447 | 9/24/12 | 5/14/13 | 4334774 |

| | | | | |
|-------------------------------|-----------|-----------|----------|---------|
| H-GRAFT | 85736106 | 9/24/12 | 10/15/13 | 4420033 |
| SPIDER | 85198457 | 12/15/10 | 3/13/12 | 4110961 |
| X90 | 85022681 | 4/26/10 | 3/15/11 | 3932766 |
| HYDRAGRAFT | 77937665 | 2/17/10 | 9/28/10 | 3853175 |
| BUTREX | 77936184 | 2/16/10 | 9/28/10 | 3853085 |
| FORTEX | 77936177 | 2/16/10 | 9/28/10 | 3853084 |
| AXLE | 77936172 | 2/16/10 | 8/23/11 | 4016586 |
| FIXCET | 77935660 | 2/15/10 | 3/15/11 | 3932494 |
| Capless | 78725643 | 10/3/05 | 10/30/07 | 3328122 |
| Xspine (and square design) | 85897549 | 4/8/13 | 10/21/14 | 4623255 |
| ZYFIX | 86305253 | 6/10/14 | Pending | N/A |
| XPRESS | 86361500 | 8/8/14 | Pending | N/A |
| FORMITY | 85732532 | 9/19/12 | Pending | N/A |
| ARANAX | 86/683945 | 7/6/15 | Pending | N/A |
| ZYGAFIX | 86052914 | Abandoned | N/A | N/A |
| RAMIS | 85268185 | Abandoned | N/A | N/A |
| HELJON | 85206311 | Abandoned | N/A | N/A |
| Amniocel | 58030077 | Abandoned | N/A | N/A |
| Calix | 77503069 | Abandoned | N/A | N/A |
| CLOVER | | | | |
| NOTCH | 85875265 | Abandoned | N/A | N/A |
| FLEXCET | 77465099 | Abandoned | N/A | N/A |
| StraightLIF | 77479695 | Abandoned | N/A | N/A |
| Alloplate | 77247231 | Abandoned | N/A | N/A |

Item B. Trademark Licenses.

None