

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RTI Surgical, Inc.		03/08/2019	Corporation: DELAWARE
Pioneer Surgical Technology, Inc.		03/08/2019	Corporation: MICHIGAN
Tutogen Medical, Inc.		03/08/2019	Corporation: FLORIDA
Paradigm Spine, LLC		03/08/2019	Limited Liability Company: DELAWARE
Fourth Dimension Spine, LLC		03/08/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	5358471	ZYGA
Registration Number:	4942219	TRUE SI JOINT ARTHRODESIS
Registration Number:	4696737	
Registration Number:	4633511	ZYGA
Registration Number:	5314555	CORTIVA
Registration Number:	5062426	MATRIX HD
Registration Number:	5046366	DESIGNED BY NATURE, SUPPORTED BY SCIENCE
Registration Number:	5043537	STRIDES
Registration Number:	4892940	BIOREADY
Registration Number:	4828563	RTI SURGICAL
Registration Number:	4742729	RTI SURGICAL
Registration Number:	4805282	A HIGHER STANDARD
Registration Number:	4793194	TUTOPATCH

CH \$1940.00 5358471

Property Type	Number	Word Mark
Registration Number:	4793193	TUTOMESH
Registration Number:	4736681	ALLOWEDGE
Registration Number:	4718141	ALLOWEDGE
Registration Number:	4718138	ALLOWEDGE
Registration Number:	4467728	SIMMETRY DECORTICATOR
Registration Number:	4476027	IS IT SI?
Registration Number:	4475729	FUSION BY DESIGN
Registration Number:	4096779	SIMMETRY
Registration Number:	4158317	GLYDER
Registration Number:	4348889	BIOADAPT
Registration Number:	4495238	MAP3
Registration Number:	3514116	BIOSET
Registration Number:	3991575	RTI BIOLOGICS
Registration Number:	3983204	RTI BIOLOGICS
Registration Number:	3953197	RTI BIOLOGICS
Registration Number:	3898677	CANCELLE SP
Registration Number:	3898676	CANCELLE SP
Registration Number:	3441947	BTB SELECT
Registration Number:	2900124	STERLING
Registration Number:	2392670	OPTEFORM
Registration Number:	2405341	REGENAFIL
Registration Number:	2485743	REGENAFORM
Registration Number:	2779739	BIOCLEANSE
Registration Number:	2409722	OSTEOFIL
Registration Number:	5287572	TETRAFUSE
Registration Number:	5287571	FORTILINK
Registration Number:	5055554	UNISON
Registration Number:	4871393	ELEMAX
Registration Number:	4115792	
Registration Number:	4092236	ASPECT
Registration Number:	4084793	BIGFOOT
Registration Number:	5022703	LAT-FUSE
Registration Number:	4851486	RELEASE
Registration Number:	4735785	LOCKED AND LOADED
Registration Number:	4539870	MAXFUSE
Registration Number:	4354370	LEGATO
Registration Number:	3321663	PIONEER
Registration Number:	3196254	QUANTUM

Property Type	Number	Word Mark
Registration Number:	3791623	PAC PLATE
Registration Number:	3230511	X-LINK
Registration Number:	2997549	SONGER
Registration Number:	2968718	QUANTUM
Registration Number:	3948367	BACFUSE
Registration Number:	3815599	STREAMLINE
Registration Number:	3719794	BACJAC
Registration Number:	3385924	CLARITY
Registration Number:	4029092	NANOSS
Registration Number:	3604091	NUNEC
Registration Number:	3609239	CONTACT
Registration Number:	3581301	SLIMFUSE
Registration Number:	3544634	CROSS-FUSE
Registration Number:	2661283	HEX BUTTON
Registration Number:	2305849	
Registration Number:	2264842	PIONEER
Registration Number:	2355867	TUTOGEN MEDICAL
Registration Number:	4586176	INTERLAMINAR STABILIZATION
Registration Number:	4489612	COFLEX CONCIERGE
Registration Number:	3600439	THE MOVEMENT IN SPINE CARE
Registration Number:	3577909	PARADIGM SPINE
Registration Number:	3596580	PARADIGM SPINE
Registration Number:	3190053	COFLEX
Registration Number:	3955728	COFLEX-F
Registration Number:	3505937	DSS
Serial Number:	87947367	NANOSS 3D

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 337285-123

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED:	03/08/2019
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Total Attachments: 7

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- source=10. Trademark Security Agreement#page3.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of March 8, 2019, is by and between RTI SURGICAL, INC., a Delaware corporation ("RTI"), PIONEER SURGICAL TECHNOLOGY, INC., a Michigan corporation ("Pioneer"), TUTOGEN MEDICAL, INC., a Florida corporation ("Tutogen"), PARADIGM SPINE, LLC, a Delaware limited liability company ("Paradigm"), and FOURTH DIMENSION SPINE, LLC, a Delaware limited liability company ("Fourth"; together with RTI, Pioneer, Tutogen and Paradigm, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of ARES CAPITAL CORPORATION, as the Administrative Agent (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of March 8, 2019, by and among the Grantors, the other Loan Parties party thereto from time to time, and the Lenders from time to time party thereto (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent has agreed to make loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors and the other Loan Parties, executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, each Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent a continuing first priority (subject to the Intercreditor Agreement and Permitted Liens) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands

for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

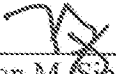
6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature pages follow]

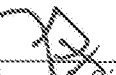
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

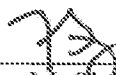
RTI SURGICAL, INC., a Delaware corporation

By: 
Name: Jonathon M. Singer
Title: Chief Financial and Administrative Officer, Corporate Secretary

PIONEER SURGICAL TECHNOLOGY, INC., a Michigan corporation

By: 
Name: Jonathon M. Singer
Title: President and CEO and Corporate Secretary


TUTOGEN MEDICAL, INC., a Florida corporation

By: 
Name: Jonathon M. Singer
Title: President and CEO and Corporate Secretary

PARADIGM SPINE, LLC, a Delaware limited liability company


By: 
Name: Jonathon M. Singer
Title: Chairman and CEO and Secretary

FOURTH DIMENSION SPINE, LLC, a Delaware limited liability company

By: 
Name: Jonathon M. Singer
Title: Chairman and CEO and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as
Administrative Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	STATUS	REG. NUMBER	REG. DATE	GRANTOR
ZYGA	Registered	5358471	12/19/17	RTI Surgical, Inc.
TRUE SI JOINT ARTHRODESIS	Registered	4942219	04/19/16	RTI Surgical, Inc.
None (Design Only)	Registered	4696737	03/03/15	RTI Surgical, Inc.
ZYGA	Registered	4633511	11/04/14	RTI Surgical, Inc.
CORTIVA	Registered	5314555	10/24/17	RTI Surgical, Inc.
MATRIX HD	Registered	5062426	10/18/16	RTI Surgical, Inc.
DESIGNED BY NATURE, SUPPORTED BY SCIENCE	Registered	5046366	09/20/16	RTI Surgical, Inc.
STRIDES	Registered	5043537	09/20/16	RTI Surgical, Inc.
BIOREADY	Registered	4892940	01/26/16	RTI Surgical, Inc.
RTI SURGICAL	Registered	4828563	10/06/15	RTI Surgical, Inc.
RTI SURGICAL	Registered	4742729	05/26/17	RTI Surgical, Inc.
A HIGHER STANDARD	Registered	4805282	09/01/15	RTI Surgical, Inc.
TUTOPATCH	Registered	4793194	08/18/15	RTI Surgical, Inc.
TUTOMESH	Registered	4793193	08/18/15	RTI Surgical, Inc.
ALLOWEDGE	Registered	4736681	05/12/15	RTI Surgical, Inc.
ALLOWEDGE	Registered	4718141	04/07/15	RTI Surgical, Inc.
ALLOWEDGE	Registered	4718138	04/07/15	RTI Surgical, Inc.
SIMMETRY DECORTICATOR	Registered	4467728	01/14/14	RTI Surgical, Inc.
IS IT SI?	Registered	4476027	01/28/14	RTI Surgical, Inc.
FUSION BY DESIGN	Registered	4475729	01/28/14	RTI Surgical, Inc.
SIMMETRY	Registered	4096779	02/07/12	RTI Surgical, Inc.
GLYDER	Registered	4158317	06/12/12	RTI Surgical, Inc.
BIOADAPT	Registered	4348889	06/11/13	RTI Surgical, Inc.
MAP3	Registered	4495238	03/11/14	RTI Surgical, Inc.
BIOSET	Registered	3514116	10/07/08	RTI Surgical, Inc.
RTI BIOLOGICS	Registered	3991575	07/12/11	RTI Surgical, Inc.
RTI BIOLOGICS	Registered	3983204	06/28/11	RTI Surgical, Inc.
RTI BIOLOGICS	Registered	3953197	05/03/11	RTI Surgical, Inc.
CANCELLE SP	Registered	3898677	01/04/11	RTI Surgical, Inc.
CANCELLE SP	Registered	3898676	01/04/11	RTI Surgical, Inc.
BTB SELECT	Registered	3441947	06/03/08	RTI Surgical, Inc.
STERLING	Registered	2900124	11/02/04	RTI Surgical, Inc.
OPTEFORM	Registered	2392670	10/10/00	RTI Surgical, Inc.
REGENAFIL	Registered	2405341	11/21/00	RTI Surgical, Inc.
REGENAFORM	Registered	2485743	09/04/01	RTI Surgical, Inc.
BIOCLEANSE	Registered	2779739	11/04/03	RTI Surgical, Inc.
OSTEOFIL	Registered	2409722	12/05/00	RTI Surgical, Inc.
TETRAFUSE	Registered	5287572	09/12/17	Pioneer Surgical Technology, Inc.

TRADEMARK	STATUS	REG. NUMBER	REG. DATE	GRANTOR
FORTILINK	Registered	5287571	09/12/17	Pioneer Surgical Technology, Inc.
UNISON	Registered	5055554	10/04/16	Pioneer Surgical Technology, Inc.
ELEMAX	Registered	4871393	12/15/15	Pioneer Surgical Technology, Inc.
None (Design Only)	Registered	4115792	03/20/12	Pioneer Surgical Technology, Inc.
ASPECT	Registered	4092236	01/24/12	Pioneer Surgical Technology, Inc.
BIGFOOT	Registered	4084793	01/10/12	Pioneer Surgical Technology, Inc.
LAT-FUSE	Registered	5022703	08/16/16	Pioneer Surgical Technology, Inc.
RELEASE	Registered	4851486	11/10/15	Pioneer Surgical Technology, Inc.
LOCKED AND LOADED	Registered	4735785	05/12/15	Pioneer Surgical Technology, Inc.
MAXFUSE	Registered	4539870	05/27/14	Pioneer Surgical Technology, Inc.
LEGATO	Registered	4354370	06/18/13	Pioneer Surgical Technology, Inc.
PIONEER	Registered	3321663	10/23/07	Pioneer Surgical Technology, Inc.
QUANTUM	Registered	3196254	01/09/07	Pioneer Surgical Technology, Inc.
PAC PLATE	Registered	3791623	05/18/10	Pioneer Surgical Technology, Inc.
X-LINK	Registered	3230511	04/17/07	Pioneer Surgical Technology, Inc.
SONGER	Registered	2997549	09/20/05	Pioneer Surgical Technology, Inc.
QUANTUM	Registered	2968718	12/12/05	Pioneer Surgical Technology, Inc.
BACFUSE	Registered	3948367	04/19/11	Pioneer Surgical Technology, Inc.
STREAMLINE	Registered	3815599	07/06/10	Pioneer Surgical Technology, Inc.
BACJAC	Registered	3719794	12/01/09	Pioneer Surgical Technology, Inc.
CLARITY	Registered	3385924	02/19/08	Pioneer Surgical Technology, Inc.
NANOSS	Registered	4029092	09/20/11	Pioneer Surgical Technology, Inc.
NUNEC	Registered	3604091	04/07/09	Pioneer Surgical Technology, Inc.
CONTACT	Registered	3609239	04/21/09	Pioneer Surgical Technology, Inc.
SLIMFUSE	Registered	3581301	02/24/09	Pioneer Surgical Technology, Inc.
CROSS-FUSE	Registered	3544634	12/09/08	Pioneer Surgical Technology, Inc.

TRADEMARK	STATUS	REG. NUMBER	REG. DATE	GRANTOR
HEX BUTTON	Registered	2661283	12/17/02	Pioneer Surgical Technology, Inc.
None (Design Only)	Registered	2305849	01/04/00	Pioneer Surgical Technology, Inc.
PIONEER	Registered	2264842	07/27/99	Pioneer Surgical Technology, Inc.
TUTOGEN MEDICAL	Registered	2355867	06/06/00	Tutogen Medical, Inc.
INTERLAMINAR STABILIZATION	Registered	4586176	08/12/14	Paradigm Spine, LLC
COFLEX CONCIERGE	Registered	4489612	02/25/14	Paradigm Spine, LLC
THE MOVEMENT IN SPINE CARE	Registered	3600439	03/31/09	Paradigm Spine, LLC
PARADIGM SPINE	Registered	3577909	02/17/09	Paradigm Spine, LLC
PARADIGM SPINE	Registered	3596580	03/24/09	Paradigm Spine, LLC
COFLEX	Registered	3190053	12/26/06	Paradigm Spine, LLC
COFLEX-F	Registered	3955728	05/03/11	Paradigm Spine, LLC
DSS	Registered	3505937	09/23/08	Paradigm Spine, LLC

TRADEMARK	APPLICATION NUMBER	FILE DATE	GRANTOR
NANOSS 3D	87947367	06/04/18	Pioneer Surgical Technology, Inc.