TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM840015

| SUBMISSION TYPE: | RESUBMISSION |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900788984 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|------------------------------|
| Musculoskeletal Transplant Foundation, Inc. | | 06/30/2023 | Non-Profit Corporation: D.C. |

RECEIVING PARTY DATA

| Name: | M&T BANK | |
|-----------------|-----------------------|--|
| Street Address: | One M&T Plaza | |
| City: | Buffalo | |
| State/Country: | NEW YORK | |
| Postal Code: | 14203 | |
| Entity Type: | Corporation: NEW YORK | |

PROPERTY NUMBERS Total: 82

| PROPERTY NOWIDERS Total. 02 | | | |
|-----------------------------|---------|--|--|
| Property Type | Number | Word Mark | |
| Registration Number: | 2499986 | DBX | |
| Registration Number: | 2563321 | STATLINE | |
| Registration Number: | 2636551 | DBX | |
| Registration Number: | 2878721 | DBX MIX | |
| Registration Number: | 2975516 | MTF MUSCULOSKELETAL TRANSPLANT FOUNDATIO | |
| Registration Number: | 2975517 | MTF MUSCULOSKELETAL TRANSPLANT FOUNDATIO | |
| Registration Number: | 2982793 | CHANGING LIVES THROUGH TISSUE DONATION | |
| Registration Number: | 3130246 | DBX STRIP | |
| Registration Number: | 3347678 | TISSUETRACE | |
| Registration Number: | 3385890 | FLEX HD | |
| Registration Number: | 3534468 | ACT | |
| Registration Number: | 3534469 | GRAFTSTATION | |
| Registration Number: | 3576624 | GRAFTMAKER | |
| Registration Number: | 3608820 | ALLOPATCH HD | |
| Registration Number: | 3696983 | BELLADERM | |
| Registration Number: | 3741869 | STATTRAC | |
| Registration Number: | 3802542 | DBX | |
| Registration Number: | 3812071 | BELLADERM | |
| | - | TRADEMARK —— | |

TRADEMARK

REEL: 008203 FRAME: 0596

900800964

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3840940 | FLEXHD |
| Registration Number: | 4054135 | CONFORM |
| Registration Number: | 4113161 | ENHANCE |
| Registration Number: | 4298939 | FLEX HD DIAMOND |
| Registration Number: | 4350424 | DBX INJECT |
| Registration Number: | 4350717 | Q-PACK |
| Registration Number: | 4366020 | FLEXHD PLIABLE |
| Registration Number: | 4366023 | CONFORM CUBE |
| Registration Number: | 4424404 | DONORTRAC PLUS |
| Registration Number: | 4459235 | DBX PASTE |
| Registration Number: | 4459236 | DBX PUTTY |
| Registration Number: | 4502793 | FLEXHD STRUCTURAL |
| Registration Number: | 4512574 | Q PACK |
| Registration Number: | 4533939 | VANGUARD METHOD |
| Registration Number: | 4544162 | CONFORM SHEET |
| Registration Number: | 4582886 | MTF MUSCULOSKELETAL TRANSPLANT FOUNDATIO |
| Registration Number: | 4764199 | ALLOPATCH |
| Registration Number: | 4787159 | CONFORM FLEX |
| Registration Number: | 4828183 | ALLOPATCH HD |
| Registration Number: | 4830702 | MTF WOUND CARE |
| Registration Number: | 4830714 | MTF WOUND CARE |
| Registration Number: | 4830715 | MAKING WOUND CARE BETTER, FOR EVERYONE. |
| Registration Number: | 4840277 | MTF WOUND CARE |
| Registration Number: | 4876065 | MTF THE ALLOGRAFT LEADER |
| Registration Number: | 4915627 | CARTILAGE ALLOGRAFT MATRIX |
| Registration Number: | 5083321 | RENUVA |
| Registration Number: | 5139190 | PROFILE |
| Registration Number: | 5237729 | PRIME DBM |
| Registration Number: | 5590686 | CARTIMAX |
| Registration Number: | 5591954 | PRIME HD DBM |
| Registration Number: | 5603371 | DBX NATURAL FIBER STRIP |
| Registration Number: | 5656694 | MTF BIOLOGICS |
| Registration Number: | 5656719 | MTF BIOLOGICS |
| Registration Number: | 5676732 | MTF BIOLOGICS. SCIENCE DRIVEN. PATIENT F |
| Registration Number: | 5676733 | MTF BIOLOGICS SCIENCE DRIVEN. PATIENT FO |
| Registration Number: | 5686587 | BUILD A BETTER BREAST |
| Registration Number: | 5741696 | FLEXHD PLIABLE PRE |
| Registration Number: | 5869969 | RENUVAHD |

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------|
| Registration Number: | 5870043 | QUICKGRAFT |
| Registration Number: | 5884423 | WE SAVE AND HEAL LIVES |
| Registration Number: | 5904891 | SOMAGEN |
| Registration Number: | 5962638 | LENEVA |
| Registration Number: | 6099831 | DIFFERENT BY DESIGN |
| Registration Number: | 6131486 | GALAXY OF GUARDIANS |
| Registration Number: | 6290405 | STILL YOU, ONLY BETTER. |
| Registration Number: | 6443098 | KOREFIBER |
| Registration Number: | 6597718 | CARTILAGE ALLOGRAFT MATRIX |
| Registration Number: | 6792976 | SALERA |
| Registration Number: | 6809081 | AMNIOBAND |
| Registration Number: | 6820800 | LINKING LIVES |
| Registration Number: | 6982080 | EXTEARNA |
| Serial Number: | 90486783 | GUARDIAN |
| Serial Number: | 90766956 | OPTIGEN |
| Serial Number: | 97090450 | MACH-I |
| Serial Number: | 97090544 | MACH-II |
| Serial Number: | 97091157 | EXTEARNA |
| Serial Number: | 97091251 | EXTEARNA COSTAL CARTILAGE ALLOGRAFT |
| Serial Number: | 97618412 | MORPHEUS |
| Serial Number: | 97618518 | TITAN |
| Serial Number: | 97631240 | PROFILE |
| Serial Number: | 97799999 | PRIME HD |
| Serial Number: | 97800173 | PRIME HD HYDRATED CORTICAL MATRIX |
| Serial Number: | 97852823 | PROFILE |
| Serial Number: | 97852962 | PROFILE COSTAL CARTILAGE ALLOGRAFT |

CORRESPONDENCE DATA

Fax Number:

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: 732.448.2576

Email: ahansen@windelsmarx.com

Correspondent Name: Allen N. Hansen III

Address Line 1: 120 Albany Street Plaza

Address Line 4: New Brunswick, NEW JERSEY 08901

| NAME OF SUBMITTER: | Allen N. Hansen III |
|--------------------|---------------------|
| SIGNATURE: | /Allan N. Hansen/ |
| DATE SIGNED: | 09/18/2023 |

Total Attachments: 13

source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page1.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page2.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page3.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page5.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page5.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page7.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page8.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page9.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page10.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page11.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page11.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page12.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page12.tif source=Filing copy Amended And Restated Patent, Trademark And Copyright Agreement#page12.tif

AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of June 30, 2023, is entered into by and between MUSCULOSKELETAL TRANSPLANT FOUNDATION, INC., a nonprofit corporation organized and existing under the laws of the District of Columbia (the "Pledgor") and M&T BANK, a New York banking corporation, with its banking offices at One M&T Plaza, Buffalo, New York 14203 (the "Secured Party"), and amends and restates in its entirety that certain Patent, Trademark and Copyright Security Agreement dated December 1, 2020.

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and between the Pledgor, BioCon, Inc., May Street Medical, L.L.C., Olyphant, L.L.C., Jessup/PRTB, LLC, and Jessup III, LLC, as co-borrowers (individually and collectively, the "Borrower") and the Secured Party, the Secured Party has agreed to provide certain loans and other extensions of credit to the Borrower, and the Pledgor has agreed, among other things, to grant a security interest to the Secured Party in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

- (a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the District of Columbia, as amended from time to time (the "Code").
- (b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate provided, that "Patents, Trademarks and Copyrights" shall exclude all intent-to-use trademarks.
 - (c) "Secured Obligations" shall mean the Obligations.
- 2. To secure the full payment and performance of all Secured Obligations, the Pledgor hereby grants and conveys a security interest to the Secured Party, for itself and the benefit of the Secured Party, in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.
 - 3. The Pledgor represents and warrants, and covenants that:
 - (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

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- (b) each of the Patents, Trademarks and Copyrights is valid and enforceable;
- (c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances;
- (d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;
- (e) no claim has been made to the Pledgor or to any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;
- (f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;
- (g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with **Paragraph** 11 hereof;

4. Reserved.

- 5. The Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full and all commitments have been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without the Secured Party's prior written consent, except the Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of the Pledgor's products.
- 6. If, before payment in full of all of the Secured Obligations the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, to the fullest extent permissible under applicable law, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to the Secured Party prompt notice thereof in writing. The Pledgor and the Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.
- 7. Secured Party shall have, to the fullest extent permissible under applicable law, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Secured Party shall designate by notice to the Pledgor, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and,

after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least twenty (20) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Secured Party or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

- 8. Following an Event of Default and during such Event of Default, the Pledgor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party, as the Secured Party may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
 - (a) The Pledgor expressly acknowledges that this Agreement (without the Exhibits) shall be recorded with the Patent and Trademark Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Secured Party Exhibit A attached hereto and such other documents as the Secured Party shall reasonably require to permanently assign all rights in the Patents to the Secured Party, which documents shall be held by the Secured Party in escrow until the occurrence of an Event of Default hereunder or under the Transaction Documents. After such occurrence, the Secured Party may, at its sole option, record such escrowed documents with the Patent and Trademark Office.
 - (b) The Pledgor expressly acknowledges that this Agreement (without the Exhibits) shall be recorded with the Patent and Trademark Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Secured Party Exhibit B attached hereto and such other documents as the Secured Party shall reasonably require to permanently assign all rights in the Trademarks to the Secured Party, which documents shall be held by the Secured Party in escrow until the occurrence of an Event of Default hereunder or under the Transaction Documents. After such occurrence, the Secured Party may, at its sole option, record such escrowed documents with the Patent and Trademark Office.
 - (c) The Pledgor expressly acknowledges that this Agreement (without the Exhibits) shall be recorded with the Library of Congress, Copyright Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Secured Party Exhibit C attached hereto and such other documents as the Secured Party shall reasonably require to permanently assign all rights in the Copyrights to the Secured Party, which documents shall be held by the Secured Party in escrow until the occurrence of an Event of Default hereunder or under the Transaction Documents. After such

occurrence, the Secured Party may, at its sole option, record such escrowed documents with the Copyright Office.

- 9. Upon payment in full of all of the Secured Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to release or re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.
- 10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Term Loan Note or Line Note, whichever is higher.
- 11. The Pledgor shall have the duty, through counsel acceptable to the Secured Party, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until payment in full of the Secured Obligations, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Secured Party.
- 12. The Pledgor shall have the right, with the prior written consent of the Secured Party, to bring suit, action or other proceeding in its own name, and to join the Secured Party, if necessary, as a party to such suit so long as the Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall in accordance with Section 10, reimburse and indemnify the Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by the Secured Party as a result of such suit or joinder by the Pledgor.
- 13. No course of dealing between the Pledgor and the Secured Party, nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege of the Secured Party hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.
- 14. All of the Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents or by Law, and the Secured Party may enforce any one or more remedies hereunder successively or concurrently at its option.

- 15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.
 - (b) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on the Pledgor's obligations hereunder as to each element of such assertion.
- 16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by the Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in **Paragraph 6 and Paragraph 26** hereof with respect to additions and supplements to <u>Schedule A</u> hereto.
- 17. The Pledgor shall make all payments free and clear of taxes to the extent required in the Credit Agreement or the other Transaction Documents.
- 18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.
- 19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New Jersey, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New Jersey
- 20. Each party hereto hereby irrevocably submits to the nonexclusive jurisdiction of any New Jersey state or federal court sitting in any New Jersey county, in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New Jersey state or federal court. Each party hereto hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.
- 21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Secured Party or any Lender of the signature page hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

- 22. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.
- 23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth in the Credit Agreement and in the manner provided in the Credit Agreement. The Secured Party and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of the Pledgor, and the Secured Party and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.
- 24. The Pledgor acknowledges and agrees that, in addition to the other rights of the Secured Party hereunder and under the other Loan Documents, because the Secured Party's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Secured Party's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications the Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Secured Party its attorney-in-fact; and (e) to enforce the Secured Party's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGOR:

WITNESS:

MUSCULOSKELETAL TRANSPLANT FOUNDATION, INC.

Name:

Name: Joseph Yaccarino

Title:

Title: President

SECURED PARTY:

M&T BANK

Name: Matt Brody

Title: Senior Relationship Manager

[Signature Page to Patent Trademark and Copyright Security Agreement]

SCHEDULE A TO

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

PATENTS:

| PAT. NO. | Title |
|------------|--|
| 7,067,123 | Glue for cartilage repair |
| RE42,208 | Glue for cartilage repair |
| RE43,258 | Glue for cartilage repair |
| 7,323,011 | Cortical and cancellous allograft cervical fusion block |
| 7,488,348 | Cartilage allograft plug |
| 7,722,608 | Allograft implant workstation |
| 7,723,108 | Soft tissue processing |
| 7,780,668 | Osteochondral allograft cartilage transplant workstation |
| 7,815,926 | Implant for articular cartilage repair |
| 7,837,740 | Two piece cancellous construct for cartilage repair |
| 7,901,457 | Cartilage allograft plug |
| 7,959,683 | Packed demineralized cancellous tissue forms for disc nucleus augmentation, restoration, |
| | or replacement and methods of implantation |
| 8,109,935 | Implant inserter device |
| 8,152,808 | Surgical bone cutting assembly and method of using same |
| 8,152,846 | Instrumentation and method for repair of meniscus tissue |
| 8,221,500 | Cartilage allograft plug |
| 8,288,344 | Ceramic composition for filling bone defects |
| 8,292,968 | Cancellous constructs, cartilage particles and combinations of cancellous constructs and |
| | cartilage particles |
| 8,486,074 | Surgical allograft bone plug cutting tool assembly and method of using same |
| 8,557,581 | Soft tissue processing |
| 8,562,613 | Method kit for treating bony defects |
| 8,579,980 | Allograft intervertebral implant and method of manufacturing the same |
| 8,795,284 | Instrumentation for repair of meniscus tissue |
| 8,834,928 | Tissue-derived tissugenic implants, and methods of fabricating and using same |
| 8,883,210 | Tissue-derived tissuegenic implants, and methods of fabricating and using same |
| 8,906,110 | Two piece cancellous construct for cartilage repair |
| 8,926,701 | Allograft intervertebral implant and method of manufacturing the same |
| 9,138,509 | Composition for filling bone defects |
| 9,352,003 | Tissue-derived tissuegenic implants, and methods of fabricating and using same |
| 10,092,600 | Method of preparing an adipose tissue derived matrix |
| 10,130,736 | Tissue-derived tissuegenic implants, and methods of fabricating and using same |
| 10,238,485 | Soft tissue repair allografts and methods for preparing same |
| 10,531,957 | Modified demineralized cortical bone fibers |
| 10,582,994 | Implant packaging assembly |
| 10,596,201 | Delipidated, decellularized adipose tissue matrix |
| 10,695,157 | Packaging system for tissue grafts |
| 10,813,743 | Soft Tissue Repair Grafts And Processes For Preparing And Using Same |

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| 10,828,141 | Implant Packaging Assembly |
|------------|--|
| 10,881,501 | Soft Tissue Repair Allografts And Methods For Preparing Same |
| 10,912,864 | Acellular Soft Tissue-Derived Matrices And Methods For Preparing Same |
| 10,945,831 | Asymmetric Tissue Graft |
| 10,973,953 | Methods And Compositions For Preparing Transplant Tissue |
| 11,052,175 | Cartilage-Derived Implants And Method's Of Making And Using Same |
| 11,185,346 | Multi-Blade Cutting Device |
| 11,191,788 | A Delipidated, Decellularized Adipose Tissue Matrix |
| 11,305,035 | Tissue-Derived Tissuegenic Implants, And Methods Of Fabricating And Using Same |
| | (Viable Amnion) |
| 11,375,710 | Packaging System For Tissue Grafts |
| 11,524,093 | Acellular Soft Tissue-Derived Matrices And Methods For Preparing Same |
| 11,589,895 | Tissue Separation Device and Methods for Same |
| 11,596,517 | Modified Demineralized Cortical Bone Fibers |
| 11,642,216 | Soft Tissue Repair Grafts And Processes For Preparing And Using Same |
| D832,457 | Tissue graft retainer |
| D856,517 | Asymmetric tissue graft |
| D864,414 | Tissue graft retainer |
| D895,812 | Soft tissue repair graft |
| D954,993 | Packaging System For Tissue Grafts |

| PUB. APP. NO. | APP. NO. | TITLE |
|------------------|-----------|---|
| 20220111120 | 17/557525 | Tissue-derived tissuegenic implants, and methods of fabricating and using same |
| 20210085448 | 17/111147 | Soft tissue repair and methods for preparing same |
| 20220079994 | 17/536841 | Acellular soft tissue-derived matrices and methods for using same |
| 20230072250 | 17/985183 | Acellular soft tissue-derived matrices and methods for preparing same |
| 20230030907 | 17/966092 | Implants including modified demineralized cortical bone fibers and methods of making same |
| 20210213166 | 17/218410 | Cartilage-derived implants and methods of making and using same |
| 20210275722 | 17/327107 | Cartilage-derived implants and methods of making and using same |
| 20200376163 | 16/997048 | Tissue forms derived from membranous tissue |
| 20220047774 | 17/429133 | Decellularized muscle matrices and methods for making and using same |
| 20220280693 | 17/603448 | Tissue derived porous matrices and methods for making and using same |
| 20210154240 | 17/097350 | Placental Tissue Particulate Compositions and Methods of Use |
| 20230044661 | 17/784133 | Viable tisssue forms and methods for making and using same |
| 20220062500 | 17/412744 | Ligament-derived graft and methods for making and using same in joint repair |
| 20220047645 | 17/398173 | Method for treating cardiac conditions with placenta-dervived compositions |
| 20230068127 | 17/893467 | Diversified grafts having heterogenous features and methods for making and using same |
| 20230096765 | 17/954674 | Modified grafts |

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TRADEMARKS:

| SERIAL NUMBER | REG. NUMBER | WORD MARK |
|------------------|----------------|---|
| 97852962 | | PROFILE COSTAL CARTILAGE ALLOGRAFT |
| 97852823 | | PROFILE |
| 97800173 | | PRIME HD HYDRATED CORTICAL MATRIX |
| 97799999 | | PRIME HD |
| 97631240 | | PROFILE |
| 97618518 | | TITAN |
| 97618412 | | MORPHEUS |
| 97263539 | 6809081 | AMNIOBAND |
| 97091251 | | EXTEARNA COSTAL CARTILAGE ALLOGRAFT |
| 97091157 | | EXTEARNA (Stylized & Design) |
| 97090683 | 6982080 | EXTEARNA |
| 97090544 | | MACH-II |
| 97090450 | | MACH-I |
| 90902382 | 6820800 | LINKING LIVES |
| 90766956 | | OPTIGEN |
| 90766845 | 6792976 | SALERA |
| 90590068 | 6597718 | CARTILAGE ALLOGRAFT MATRIX |
| 90486783 | | GUARDIAN |
| 90211213 | 6443098 | KOREFIBER |
| 88691166 | 6099831 | DIFFERENT BY DESIGN |
| 88674001 | 6290405 | STILL YOU, ONLY BETTER. |
| 88474163 | 6131486 | GALAXY OF GUARDIANS |
| 88372714 | 5884423 | WE SAVE AND HEAL LIVES |
| 88311773 | 5870043 | QUICKGRAFT |
| 88258095 | 5869969 | RENUVAHD |
| 88150907 | 5962638 | LENEVA |
| 88150816 | 5904891 | SOMAGEN |
| 88030312 | 5741696 | FLEXHD PLIABLE PRE |
| 87979443 | 5676733 | MTF BIOLOGICS SCIENCE DRIVEN. PATIENT FOCUSED. |
| 87979442 | 5676732 | MTF BIOLOGICS. SCIENCE DRIVEN. PATIENT FOCUSED. |
| 87884786 | 5603371 | DBX NATURAL FIBER STRIP |
| 87870713 | 5591954 | PRIME HD DBM |
| 87485127 | 5656719 | MTF BIOLOGICS |
| 87470542 | 5656694 | MTF BIOLOGICS |
| 87095738 | 5686587 | BUILD A BETTER BREAST |
| 86926194 | 5590686 | CARTIMAX |
| 86585198 | 4915627 | CARTILAGE ALLOGRAFT MATRIX |
| 86448157 | 4764199 | ALLOPATCH |

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| SERIAL NUMBER | REG. NUMBER | WORD MARK |
|------------------|----------------|---|
| 86322355 | 4828183 | ALLOPATCH HD |
| 86949927 | 5,139,190 | PROFILE |
| 86807830 | 5,237,729 | PRIME DBM |
| 86726995 | 5,083,321 | RENUVA |
| 86618321 | 4,876,065 | MTF THE ALLOGRAFT LEADER |
| 86541045 | 4,830,715 | MAKING WOUND CARE BETTER, FOR EVERYONE. |
| 86541042 | 4,840,277 | MTF WOUND CARE |
| 86541034 | 4,830,714 | MTF WOUND CARE |
| 86540662 | 4,830,702 | MTF WOUND CARE |
| 86303825 | 4,787,159 | CONFORM FLEX |
| 85708954 | 4,544,162 | CONFORM SHEET |
| 85708936 | 4366023 | CONFORM CUBE |
| 85707880 | 4366020 | FLEXHD PLIABLE |
| 85346754 | 4350717 | Q-PACK |
| 85975902 | 4,113,161 | ENHANCE |
| 85962426 | 4,582,886 | MTF MUSCULOSKELETAL TRANSPLANT FOUNDATION THE BETTER APPROACH |
| 85961584 | 4,459,236 | DBX PUTTY |
| 85961580 | 4,459,235 | DBX PASTE |
| 85931047 | 4,512,574 | Q PACK |
| 85799809 | 4,424,404 | DONORTRAC PLUS |
| 85794161 | 4,502,793 | FLEXHD STRUCTURAL |
| 85423519 | 4,298,939 | FLEX HD DIAMOND |
| 85402158 | 4,533,939 | VANGUARD METHOD |
| 85238758 | 4,054,135 | CONFORM |
| 77804149 | 4350424 | DBX INJECT |
| 77781403 | 3812071 | BELLADERM |
| 77621299 | 3696983 | BELLADERM |
| 77572121 | 3608820 | ALLOPATCH HD |
| 77921390 | 3,840,940 | FLEXHD |
| 77848616 | 3,802,542 | DBX |
| 77663104 | 3,741,869 | STATTRAC |
| 77135678 | 3,347,678 | TISSUETRACE |
| 76677106 | 3534468 | ACT |
| 76597315 | 2,982,793 | CHANGING LIVES THROUGH TISSUE DONATION |
| 76677108 | 3,534,469 | GRAFTSTATION |
| 76677107 | 3,576,624 | GRAFTMAKER |
| 76654259 | 3,385,890 | FLEX HD |
| 76597314 | 2,975,517 | MTF MUSCULOSKELETAL TRANSPLANT FOUNDATION |
| 76597313 | 2,975,516 | MTF MUSCULOSKELETAL TRANSPLANT FOUNDATION |

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| SERIAL NUMBER | REG. NUMBER | WORD MARK |
|------------------|----------------|-----------|
| 76519910 | 2,878,721 | DBX MIX |
| 76515206 | 3,130,246 | DBX STRIP |
| 76135852 | 2,563,321 | STATLINE |
| 76092168 | 2,636,551 | DBX |
| 76092168 | 2,636,551 | DBX |
| 76051348 | 2,499,986 | DBX |

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RECORDED: 07/27/2023