

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioHorizons Implant Systems, Inc.		03/23/2009	CORPORATION: DELAWARE
BioLok International Inc.		03/23/2009	CORPORATION: DELAWARE
Orthogen Corporation		03/23/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MidCap Financial, LLC, as Administrative Agent		
Street Address:	7735 Old Georgetown Road		
Internal Address:	Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	78626843	BONEGEN CALCIUM SULFATE HEMIHYDRATE	
Registration Number:	2465070	LASER-LOK	
Registration Number:	2794089	BIOHORIZONS	
Registration Number:	2794090	BIOHORIZONS	
Registration Number:	2814871	AUTOTAC	
Registration Number:	2824626	LOK-SCREW	
Registration Number:	2905587	OSSEO-LOK	
Registration Number:	2908000	BIO-CERA	
Registration Number:	2941090	MEM-LOK	
Registration Number:	3218922	MINEROSS	
Registration Number:	1123588	SPIRALOCK	

CH \$290.00 78626843

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41012.00.0008
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/23/2009

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 23rd day of March, 2009, by BioHorizons Implant Systems, Inc., a Delaware corporation, BioLok International Inc., a Delaware corporation, and Orthogen Corporation, a New Jersey corporation (collectively, "Grantors" and each individually a "Grantor"), in favor of MidCap Financial, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH:

WHEREAS, Grantors, certain of the Grantors' affiliates, Grantee and Lenders are parties to a certain Credit and Security Agreement dated as of even date herewith (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantors by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement and certain other "Security Documents," as defined in the Credit Agreement, now and/or hereafter executed by Grantors in favor of Grantee, Grantors have granted to Grantee, for the benefit of Lenders, a security interest in all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, and all goodwill attributable to any of the foregoing belonging to Grantors (collectively, the "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owed by each Grantor under the Credit Agreement;

WHEREAS, Grantors and Grantee wish to execute an agreement governed by the laws of the State of Maryland evidencing, providing for and reconfirming the granting of such security interest in the Trademarks and all proceeds thereof, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office; and

WHEREAS, Grantors and Grantee mutually agree and acknowledge that this Agreement shall not function as any form of assignment of the ownership of the Trademarks; provided, however, that such agreement and acknowledgment shall in no way derogate the security pledge provided in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantors, intending to be legally bound, agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under any other Security Document,

each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks Collateral"), whether now owned or existing and hereafter created, acquired or arising:

i. each Trademark and application for Trademark listed on Schedule 1 annexed hereto, and each of the Trademarks (including each trademark application) that may be the subject of any supplement to this Agreement hereafter delivered by Grantors to Grantee in accordance with the provisions of Section 3 of this Agreement below; and

ii. all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that such Grantor shall provide Lender a listing of any new Trademarks (including any new trademark application and any new trademark issued or registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any supplement delivered to Grantee in accordance with this paragraph, "New Trademarks"), acquired during the fiscal quarter corresponding to such financial statement and, Grantors shall deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all New Trademarks on Schedule A thereto, pursuant to which each Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule 1 sets forth a full, complete and correct list of all registered and pending Trademarks owned by each Grantor as of the date hereof; and

B. As of the date hereof, (i) all such registered Trademarks listed on Schedule 1 are valid, live, and enforceable, to the best of each Grantor's knowledge after due inquiry, and all filings necessary to maintain the effectiveness of all such registered Trademarks have been made (including payment of any maintenance fees), (ii) all such filed trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as set forth on Schedule I, to the best of each Grantor's knowledge after due inquiry, each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered

Trademarks free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by such Grantor not to sue third persons.

5. Events of Default and Remedies. The occurrence of any "Event of Default" as defined and provided for in the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademarks Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Power of Attorney. Without limiting the generality of any power of attorney granted to Grantee under the Credit Agreement or any other Security Document, each Grantor hereby authorizes Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any supplement to this Agreement or other security agreement or similar document or instrument which Grantee may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Trademarks Collateral provided for herein, and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 5 above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Grantee may deem necessary or desirable in order for Grantee to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Trademarks Collateral, and in each case to file with the Assignment Branch of the United States Patent and Trademark Office in the name of and on behalf of each Grantor any such supplement, agreement, document, instrument, assignment or bill of sale executed by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

7. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(Signatures on Following Page)
(Remainder of Page Left Intentionally Blank)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

BILOK INTERNATIONAL INC., a Delaware corporation

BIOHORIZONS IMPLANT SYSTEMS, INC., a Delaware corporation

ORTHOGEN CORPORATION, a New Jersey corporation

By: *Kendyl D Lowe*

Kendyl Lowe

Chief Financial Officer

*As Chief Financial Officer of each of the above entities
and in such capacity, intending by this signature to
legally bind each of the above entities*

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

GRANTEE:

**MIDCAP FINANCIAL, LLC, as
Administrative Agent and Grantee**

By: *Brett Robinson*
Name: *Brett Robinson*
Title: *Managing Director*

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

U.S. Registered Trademarks

Description	Registration/Appln. No.	Status	Owner
Bonegen Calcium Sulfate Hemihydrate	78/626843	Pending	BioLok
Laser-lok	2465070	LIVE	BioLok
BIOHORIZONS	2794089	LIVE	BioHorizons
BIOHORIZONS	2794090	LIVE	BioHorizons
Autotac	2814871	LIVE	BioHorizons
Lok-Screw	2824626	LIVE	BioLok
Osseo-Lok	2905587	LIVE	BioLok
Bio-cera	2908000	LIVE	BioLok
Mem-lok	2941090	LIVE	BioLok
Mineross	3218922	LIVE	BioHorizons
Spiralock	1123588	LIVE	Spiralock ⁶
AS123	Not registered	N/A	R&J Innovations ⁷

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by BioHorizons Implant Systems, Inc., a Delaware corporation, BioLok International Inc., a Delaware corporation, and Orthogen Corporation, a New Jersey corporation (collectively, the "Grantors" and each individually, a "Grantor"), in favor of MidCap Financial, LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantors and Grantee are parties to a certain Trademark Security Agreement dated as of March 23, 2009 (as the same heretofore may have been and hereafter may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantors have granted to Grantee to secure the Obligations a security interest in and to all of Grantors' now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantors have agreed that in connection with the acquisition by Grantors of any New Trademarks, such Grantor shall deliver to Grantee a Supplement to Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which such Grantor shall grant and reconfirm the grant by it of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantors agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantors provided for or created under any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, and all of the goodwill of the business in connection with the use of, and symbolized by, each Trademark; and all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to

receive license fees or royalties in connection with any licenses of the New Trademarks) and General Intangibles arising therefrom and/or constituting proceeds thereof, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademarks Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule A set forth a full, complete and correct list of all registered Trademarks and pending Trademark applications owned by Grantors as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with the Supplement to the Trademark Agreement delivered by each Grantor to Grantee prior to the date hereof; and

B. As of the date hereof, (i) all such registered New Trademarks listed on Schedule A are valid, live, and enforceable, to the best of each Grantor's knowledge after due inquiry, all filings necessary to maintain the effectiveness of all such registered New Trademarks have been made, (ii) all such trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith (including payment of any maintenance fees), and (iii) except as set forth on Schedule A hereto, to the best of each Grantor's knowledge after due inquiry, each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered New Trademarks free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by such Grantor not to sue third persons.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

(Signature page to Supplement to the Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

GRANTORS:

BIOLOK INTERNATIONAL INC.

By: _____
Name:
Title:

**BIOHORIZONS IMPLANT SYSTEMS,
INC.**

By: _____
Name:
Title:

ORTHOGEN CORPORATION

By: _____
Name:
Title:

(Signature page to Supplement to the Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

GRANTEE:

In the presence of and before me, Notary
Public:

MIDCAP FINANCIAL, LLC, as
Administrative Agent and Grantee

By: _____
Name:
Title:

**SCHEDULE 1 TO SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT
DATED _____**

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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