

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
Axogen Corporation		01/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Oxford Finance Corporation, as Agent
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3617702	AXOGEN
Registration Number:	3514375	AVANCE
Registration Number:	3703251	AXOGUARD
Registration Number:	3703250	AXOGUARD
Registration Number:	3617446	AXOGEN
Registration Number:	3513218	AVANCE
Serial Number:	78974174	AXOGEN
Serial Number:	77047475	AXOGEN

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 1501 Wilson Boulevard

CH \$215.00 3617702

Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	1001804
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/20/2010

Total Attachments: 8
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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 7, 2010 by and among (a) **OXFORD FINANCE CORPORATION**, a Delaware corporation with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent (the "**Agent**" for the Lenders listed on Schedule 1.1 to the Loan Agreement (as defined below), and (c) **AXOGEN CORPORATION**, a Delaware corporation, with its principal offices located at 13859 Progress Blvd, Suite 100, Alachua, Florida 32615 ("**Grantor**").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Waiver Loan and Security Agreement by and among Lenders, the Agent and Grantor, dated April 21, 2008, as amended by that certain Waiver and First Loan Modification Agreement (the "**First Loan Modification**") by and among Lenders, the Agent and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). The Grantor has requested certain amendments to the Loan Agreement and the Lenders have agreed to certain amendments to the Loan Agreement as set forth in the First Loan Modification, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to the Agent for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Agent, for the ratable benefit of the Lenders, with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Agent, for the ratable benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of the Agent, for the ratable benefit of the Lenders, provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Agent, for the ratable benefit of the Lenders, of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Agent, for the ratable benefit of the Lenders, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

13859 Progress Blvd, Suite 100
Alachua, Florida 32615
Attn: Mr. David Hansen

AXOGEN CORPORATION

By: 

Title: CEO

AGENT:

Address of Agent:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

OXFORD FINANCE CORPORATION,
as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

AXOGEN CORPORATION

13859 Progress Blvd, Suite 100
Alachua, Florida 32615
Attn: Mr. David Hansen

By: _____

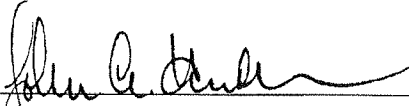
Title: _____

AGENT:

Address of Agent:

OXFORD FINANCE CORPORATION,
as Agent

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

By:  _____

Title: **Vice President & General Counsel**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AxoGen Nerve Regeneration – Nerve Recovery Training Video.	PAu003375221	01/05/2009

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Nerve Elevator and Method of Use	US 20090264871	4/21/2009
Nerve Elevator and Method of Use	WO 2009/132012 A1	4/21/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Axogen	78974174	9/14/06
Axogen	3617702	5/5/09
Avance	3514375	10/7/08
Axoguard	3703251	10/27/09
Axoguard	3703250	10/27/09
Axogen	77047475	11/20/06
Axogen	3617446	5/5/09
Avance	3513218	10/7/08

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date