

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
BACTERIN INTERNATIONAL, INC.		01/14/2011	CORPORATION: NEVADA
BACTERIN INTERNATIONAL HOLDINGS, INC.		01/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3366646	OSTEOSPONGE
Registration Number:	3794423	BACFAST
Registration Number:	3793867	OSTEOLOCK
Registration Number:	3886606	HMATRIX
Registration Number:	3758117	OSTEOSELECT
Registration Number:	3576967	ELUTIA
Registration Number:	3576966	OSTEOWRAP

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com

900181883

**TRADEMARK
 REEL: 004457 FRAME: 0856**

CH \$190.00 3366646

Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1052 BACTERIN
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/20/2011

Total Attachments: 5
source=Bacterin signed IPSA#page1.tif
source=Bacterin signed IPSA#page2.tif
source=Bacterin signed IPSA#page3.tif
source=Bacterin signed IPSA#page4.tif
source=Bacterin signed IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 14, 2011 by and among **BRIDGE BANK, NATIONAL ASSOCIATION** ("Bank") and **BACTERIN INTERNATIONAL, INC.**, a Nevada corporation, and **BACTERIN INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation (each a "Borrower", and collectively, "Borrowers").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Borrowers in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated 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). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Borrowers shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Bank a security interest in all of such Borrower'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 their obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, Borrowers hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, Borrowers grant and pledge to Bank a security interest in all of Borrowers' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Borrowers represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrowers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.


If to a Borrower:

600 Cruiser Lane
Belgrade, MT 59714

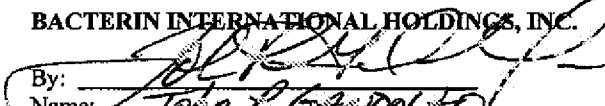
Attn:

BORROWER:

BACTERIN INTERNATIONAL, INC.

By: 
Name: John P. Gandolfo
Title: CEO

BACTERIN INTERNATIONAL HOLDINGS, INC.

By: 
Name: John P. Gandolfo
Title: CEO

If to Bank:

55 Almaden Blvd.
San Jose, CA 95113

BANK:

BRIDGE BANK, NATIONAL ASSOCIATION

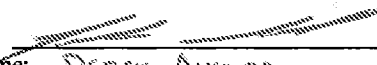
By: 
Name: Derek Anderson
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

EXHIBIT B

Patents

Patent	Patent/Application Number	Issue/Application Date
Process for demineralization of bone matrix with preservation of natural growth factors	12/130384 20080305145	05/30/08
Antimicrobial coating for inhibition of bacterial adhesion and biofilm formation	10/891,885 20080063693	07/15/04

EXHIBIT C

Trademarks

Trademark	Registration / Serial Number	Registration/Application Date
OSTEOSPONGE	3,366,646	01/08/08
BACFAST	3,794,423	05/25/10
OSTEOLOCK	3,793,867	05/25/10
HMATRIX	3,886,606	12/07/10
OSTEOSELECT	3,758,117	03/09/10
ELUTIA	3,576,967	02/17/09
OSTEOWRAP	3,576,966	02/17/09