

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, Inc.		09/30/2011	CORPORATION: MINNESOTA
AxoGen Corporation		09/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Financial SBIC, LP
Street Address:	7255 Woodmont Avenue
Internal Address:	Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3703251	AXOGUARD
Registration Number:	3703250	AXOGUARD
Registration Number:	3617702	AXOGEN
Registration Number:	4023561	AXOGEN
Serial Number:	77976702	AXOGEN
Registration Number:	3617446	AXOGEN
Registration Number:	3514375	AVANCE
Registration Number:	3513218	AVANCE

CORRESPONDENCE DATA

Fax Number: (404)443-5697
 Phone: 704-343-2335
 Email: lallen@mcguirewoods.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

900203535

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OP \$215.00 3703251

via US Mail.

Correspondent Name: My Ngo, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree Street N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2061695-0004 (AXOGEN)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	09/30/2011

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 30th day of September, 2011 by and between MIDCAP FINANCIAL SBIC, LP, a Delaware limited partnership ("Agent") on the one hand, and AXOGEN, INC., a Minnesota corporation, and AXOGEN CORPORATION, a Delaware corporation (collectively, "Grantor") on the other hand.

RECITALS

A. The Lenders have agreed to make a certain advance of money and to extend certain financial accommodations to Grantor (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and each Grantor dated as of the date hereof (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 Lenders are willing to make the Loan to Grantor, but only upon the condition, among others, that each 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 each Grantor under the Loan Agreement and the other Loan Documents.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 and the other Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure each Grantor's Obligations under the Loan Agreement and the other Loan Documents, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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:

(a) 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");

(b) 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;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

EXECUTION VERSION

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.

Address of Grantor:

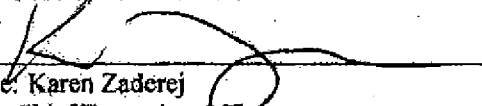
AxoGen, Inc.
AxoGen Corporation
13859 Progress Blvd.
Alachua, FL 32615
Attention: Karen Zaderej

GRANTOR:

AXOGEN, INC.

By: 
Name: Karen Zaderej
Title: Chief Executive Officer

AXOGEN CORPORATION

By: 
Name: Karen Zaderej
Title: Chief Executive Officer

Address of Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

AGENT:

MIDCAP FINANCIAL SBIC, LP

By: MidCap Financial SBIC GP, LLC

By: _____
Name: _____
Title: _____

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EXECUTION VERSION

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.

Address of Grantor:

AxoGen, Inc.
AxoGen Corporation
13859 Progress Blvd.
Alachua, FL 32615
Attention: Karen Zaderej

GRANTOR:

AXOGEN, INC.

By: _____
Name: Karen Zaderej
Title: Chief Executive Officer

AXOGEN CORPORATION

By: _____
Name: Karen Zaderej
Title: Chief Executive Officer

Address of Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

AGENT:

MIDCAP FINANCIAL SBIC, LP

By: MidCap Financial SBIC GP, LLC

By: _____
Name: Josh Groman
Title: Managing Director

TRADEMARK

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EXHIBIT ACOPYRIGHTSAxoGen Corporation Copyrights

Description	Application/Registration Number	Application/Registration Date
AxoGen Nerve Regeneration – Nerve Recovery Training Video	PAu003375221	1/5/2009
LB-005 AVANCE AG-T-1 Instructions for Use: AxoGen Product	1-654067181	8/29/2011
LB-122 AVANCE 70 AG-T-1 Instructions for Use: AxoGen Product	1-654168574	8/29/2011
LB-123 AxoGuard Nerve Connector Instructions for Use	1-654008811	8/29/2011
LB-124 AxoGuard Nerve Protector Instructions for Use	1-654168637	8/29/2011

AxoGen, Inc. Copyrights

None.

EXHIBIT B

PATENTS

AxoGen Corporation Patents/Patent Applications

Description	Application (Publication) Number/ Patent Number	Application Filing Date/ Patent Grant Date
Materials and Methods for Nerve Grafting, Selection of Nerve Grafts, and in vitro Nerve Tissue Culture (UF)	US 6,972,168*	Issued 12/6/2005
Cell Free Tissue Replacement for Tissue Engineering (UT Austin)	US 7,402,319*	Issued 7/22/2008
Materials and Methods for Nerve Grafting, Selection of Nerve Grafts, and in vitro Nerve Tissue Culture (UF)	US 7,732,200*	Issued 6/8/2010
Materials and Methods for Nerve Grafting (UF)	US 2008-0299536*	Filed 8/12/2008
Cell Free Tissue Replacement for Tissue Engineering (UT Austin)	US 2009-0030269*	Filed 6/9/2008
Materials and Methods to Promote Repair of Nerve Tissue (UF)	Canada 2,455,827*	Filed 8/13/2002
Materials and Methods to Promote Repair of Nerve Tissue (UF)	EP1425390*	Filed 8/13/2002
Materials and Methods to Promote Repair of Nerve Tissue (UF)	Japan 2003-520377*	Filed 8/13/2002
Materials and Methods to Promote Repair of Nerve Tissue (UF)	Mexico PA/A/2004/001334* (plus Divisional Application Nos. 2007/012380*, 2007/012379*, and 2007/012382*)	Filed 8/13/2002
Nerve Elevator and Method of Use (AxoGen)	US 2009-0264871	Filed 4/21/2009
Nerve Elevator and Method of Use (AxoGen)	Canada 2,721,945	Filed 4/21/2009
Nerve Elevator and Method of Use (AxoGen)	EP2276410	Filed 4/21/2009

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Description	Application (Publication) Number/ Patent Number	Application Filing Date/ Patent Grant Date
Biodegradable, electrically conducting polymer for tissue engineering applications (UT Austin)	US 6,696,575*	Issued 2/24/2004
Materials and Methods for Nerve Repair (UF)	US 7,851,447*	Issued 12/14/2010
Materials and Methods for Nerve Repair (UF)	US 2011-0082482*	Filed 12/13/2010
Materials and Methods for Promotion of Nerve Regeneration (Emory)	US 7,772,185*	Issued 8/10/2010
Materials and Methods for Promotion of Nerve Regeneration (Emory)	US 2010-0268336*	Filed 6/28/2010
Materials and Methods for Promotion of Nerve Regeneration (Emory)	Japan 4,773,976*	Issued 7/1/2011
Materials and Methods for Promotion of Nerve Regeneration (Emory)	EP1737476*	Filed 1/31/2005
Materials and Methods for Promotion of Nerve Regeneration (Emory)	Canada 2,556,161*	Filed 1/31/2005

*Licensed Intellectual Property

AxoGen, Inc. Patents/Patent Applications

Description	Application Number/ Patent Number	Application Filing Date/ Patent Grant Date
Antiviral Patch	US 11/535,214	Filed 09/26/06
Hand Sanitizing Patch	PCT-US- 2009-001407	Filed 03/05/09
Hand Sanitizing Patch	US 12/921,253	Filed 12/20/10
Hand Sanitizing Patch having an integrally bonded antimicrobial	US 61/409,786	Filed 11/03/10
Hand Sanitizing Patch having an integrally bonded antimicrobial	US 13/035,535	Filed 02/25/11
Hand Sanitizing Patch having an integrally bonded antimicrobial	PCT-US- US2011-026319	Filed 02/25/11

Description	Application Number/ Patent Number	Application Filing Date/ Patent Grant Date
Treating viral infection at smallpox vaccination site	US 7,288,265	Issued 10/30/07
Psoriasis patch	US 6,830,758	Issued 12/14/04
Acne patch	US 6,495,158	Issued 12/17/02
Antipruritic patch	US 6,469,227	Issued 10/22/02
Therapeutic method for treating acne or isolated pimples and adhesive patch therefor	US 6,455,065	Issued 09/24/02
Aqueous gel and package for a wound dressing and method	US 6,406,712	Issued 06/18/02
Treating traumatic burns or blisters of the skin	US 6,348,212	Issued 02/19/02
Inhalation therapy decongestant with foraminous carrier	US 6,090,403	Issued 10/26/05
Biologically active aqueous gel wound dressing	US 5,804,213	Issued 09/08/98

EXHIBIT C

TRADEMARKS

AxoGen Corporation Trademarks

Description	Jurisdiction	Application/ Registration No.	Application/ Registration Date
AXO GUARD	Canada	1436232	4/28/2009
AXOGUARD	Canada	1436230	4/28/2009
AxoGen	Canada	1339181	3/13/2007
		TMA763833	4/9/2010
AVANCE NERVE GRAFT	Canada	1339356	3/14/2007
		TMA763791	4/9/2010
AxoGen	European Community	5791521	3/13/2007
		5791521	3/13/2007
AVANCE NERVE GRAFT	European Community	5783352	3/14/2007
		5783352	2/9/2008
AXOGEN NERVE REGENERATION	Japan	2007-37127	4/13/2007
		5165944	9/12/2018
AVANCE NERVE GRAFT	Japan	2007-37128	4/13/2007
		5131894	4/25/2008
AVANCE NERVE GRAFT	Mexico	843615	3/21/2007
		1016747	12/7/2007
AXOGEN NERVE REGENERATION	Mexico	843618	3/21/2007
		1013259	11/26/2007
AXOGEN NERVE REGENERATION	Mexico	8543617	3/21/2007
AXOGEN NERVE REGENERATION	Mexico	8543619	3/21/2007
AXOGUARD (word mark)	U.S.	77604199	10/30/2008
		3703251	10/27/2009
AXO GUARD	U.S.	77604196	10/30/2008
		3703250	10/27/2009
AXOGEN	U.S.	78974174	9/14/2006
		3617702	5/5/2009
AXOGEN	U.S.	78974174	9/14/2006
		4023561	
	U.S.	77976702	11/20/2006
	U.S.	77047475	11/20/2006
		3617446	5/5/2009
AVANCE	U.S.	78974529	9/14/2006
		3514375	10/7/2008
	U.S.	77100843	2/6/2007
		3513218	10/7/2008

AxoGen, Inc. Trademarks

None.

EXHIBIT D

MASK WORKS

Not Applicable.