

Form PTO-1594 (Rev. 03-11) SCHEDULE 10363525B U.S. DEPARTMENT OF COMMERCE
 OMB Collection 0951-0027 (exp. 03/31/2012) CORRECTED COVER United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Bridge Bank, National Association <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation - State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Bridge Bank, N.A.</u> Internal Address: _____ Street Address: <u>55 Almaden Blvd., #150</u> City: <u>San Jose</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>95113</u> <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance / Execution Date(s): Execution Date(s) <u>8/19/11</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Agreement</u>	4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) See attachment Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Bridge Bank, N.A.</u> Internal Address: _____ Street Address: <u>55 Almaden Blvd., #150</u> City: <u>San Jose</u> State: <u>California</u> Zip: <u>95113</u> Phone Number: <u>408-556-8317</u> Fax Number: <u>408-689-8542</u> Email Address: <u>notedepartment@bridgebank.com</u>	6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00* *sent to you previously <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed
8. Payment Information: Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>G. Chandler</u> <u>8/19/11</u> Date Signature	Total number of pages including cover sheet, attachments, and document: <u>6</u>
G. Chandler Name of Person Signing	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 4480, Alexandria, VA 22313-1480

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

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: [Signature]
Name: John F. GANDOLFO
Title: CEO

BACTERIN INTERNATIONAL HOLDINGS, INC.

By: [Signature]
Name: John F. GANDOLFO
Title: CEO

If to Bank:

55 Almaden Blvd.
San Jose, CA 95113

BANK:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: DEREK AMEIDA
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

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

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