

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.		08/24/2012	COMPANY:

RECEIVING PARTY DATA

Name:	ROS ACQUISITION OFFSHORE LP
Street Address:	Walker House, 87 Mary Street
Internal Address:	C/O Walkers Corporate Services Limited
City:	George Town, Grand Cayman
State/Country:	CAYMAN ISLANDS
Postal Code:	KY 1â□□9005
Entity Type:	COMPANY: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3794423	BACFAST
Registration Number:	3793867	OSTEOLOCK
Registration Number:	3758117	OSTEOSELECT
Registration Number:	3886606	HMATRIX
Registration Number:	3576966	OSTEOWRAP
Registration Number:	3576967	ELUTIA
Registration Number:	3366646	OSTEOSPONGE
Serial Number:	85616317	SECURE
Serial Number:	85616316	BACTERIN SHIELD TECHNOLOGY
Serial Number:	85639552	BACTERINSE
Serial Number:	77071492	QUICKSCREW

CORRESPONDENCE DATA

Fax Number: 2027786493
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-662-6493
Email: ismith@cov.com
Correspondent Name: Isatta B. Smith
Address Line 1: 1201 Pennsylvania Avenue, NW
Address Line 2: Suite: 1066
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2401

ATTORNEY DOCKET NUMBER:	034550.00006_TRADEMARK SI
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Isatta B. Smith
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Signature:	/Isatta B. Smith/
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Date:	08/28/2012
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2012 (this "Agreement"), is made by BACTERIN INTERNATIONAL, INC., a Nevada corporation (the "Grantor"), in favor of ROS ACQUISITION OFFSHORE LP, a Cayman Islands Exempted Limited Partnership (together with its Affiliates, successors, transferees and assignees, the "Lender").

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 24, 2012 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and between the Grantor and the Lender, the Lender has extended a Commitment to make the Loans to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of August 24, 2012 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all

common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

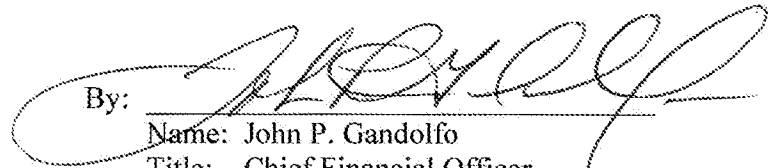
administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g. “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

BACTERIN INTERNATIONAL, INC.

By: 
Name: John P. Gandolfo
Title: Chief Financial Officer

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner
BACFAST	77675985	3794423	Registered	US	2/23/09	5/25/10	(INT. CL. 5) Human allograft tissue; milled cortical biologic plug in the nature of biologic hyper-demineralized cortical bone tissue intended for subsequent implantation (int. cl. 10) medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
OSTELOCK	77518307	3793867	Registered	US	7/9/08	5/25/10	(INT. CL. 5) Milled human allograft tissue for spinal surgery, namely, facet fusion bone dowel	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
OSTEOSELECT	77328137	3758117	Registered	US	11/13/07	3/9/10	(INT. CL. 5) Human allograft bone and tissue; human allograft tissue; biological demineralized bone matrix tissue intended for subsequent implantation; bone fillers consisting of living materials (int. cl. 10) prosthetic and filling materials, namely, putty for use in the replacement of bones; bone repair compound for use in orthopedic surgery	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
HMATRIX	77228718	3886606	Registered	US	7/12/07	12/7/10	(INT. CL. 5) Biological human acellular dermal matrix tissue intended for subsequent implantation; human allograft tissue; biological implants, namely, avital processed human or animal connective tissue	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
OSTEOWRAP	77165553	3576966	Registered	US	4/25/07	2/17/09	(INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; human allograft tissue	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner
ELUTIA	77165588	3576967	Registered	US	4/25/07	2/17/09	(INT. CL. 10) Wound drainage apparatus; drainage appliances for surgical procedures; wound suction apparatus	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
OSTEOSPONGE	78564754	3366646	Registered Section 2(F)	US	2/10/05	1/8/08	(INT. CL. 5) Human allograft tissue, demineralized bone matrix, cancellous bone	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
SECURE	85616317	N/A	Pending		5/3/12	N/A	(INT. CL. 10) Medical devices for orthopedic procedures	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
BACTERIN SHIELD TECHNOLOGY	85616316	N/A	Pending		5/3/12	N/A	(INT. CL. 5) Antimicrobial coating technology	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
BACTERINSE	85639552	N/A	Pending		5/31/12	N/A	(INT. CL. 37) Cleaning and disinfection of allograft bone and tissue	Bacterin International, Inc. 600 Cruiser Lane Belgrade, MT 59714
QUICKSCREW	77071492	3521267	Registered	US	12/26/06	10/21/08	(INT. CL. 10) Bone screws; bone setting machines and instruments; medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery; medical instruments for use in bone surgery	Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714

Item B. Trademark Licenses

None