

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
RTI Surgical, Inc.	FORMERLY RTI Biologics, Inc.	07/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TD Bank, N.A., as administrative agent
Also Known As:	
Street Address:	9715 N. Gate Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32246
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2936523	ALLOANCHOR
Registration Number:	2779739	BIOCLEANSE
Registration Number:	3514116	BIOSET
Registration Number:	3441947	BTB SELECT
Registration Number:	3898676	CANCELLE SP
Registration Number:	3898677	CANCELLE SP
Registration Number:	2409722	OSTEOFIL
Registration Number:	2405341	REGENAFIL
Registration Number:	2485743	REGENAFORM
Registration Number:	3953197	RTI BIOLOGICS
Registration Number:	3983204	RTI BIOLOGICS
Registration Number:	3991575	RTI BIOLOGICS
Registration Number:	2900124	STERLING

OP \$415.00 2936523

Registration Number:	4348889	BIOADAPT
Serial Number:	85463077	MAP3
Registration Number:	2392670	OPTEFORM

**CORRESPONDENCE DATA**

Fax Number: 9043485873  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 904-346-5573  
Email: rvermut@rtlaw.com  
Correspondent Name: Richard S. Vermut  
Address Line 1: 1301 Riverplace Blvd., Suite 1500  
Address Line 4: Jacksonville, FLORIDA 32207

ATTORNEY DOCKET NUMBER:	TD BANK
NAME OF SUBMITTER:	Richard S. Vermut
Signature:	/Richard S. Vermut/
Date:	07/25/2013

**Total Attachments: 17**  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is dated July 16<sup>th</sup>, 2013 (the "Effective Date"), by (i) RTI Surgical, Inc., a Delaware corporation formerly known as RTI Biologics, Inc. ("Borrower"); and delivered to (ii) TD Bank, N.A., a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions ("Lenders") which are or may become parties to that certain Second Amended and Restated Loan Agreement, dated as of the Effective Date (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement"), by and among Borrower, Lenders and the Administrative Agent. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

This Agreement is being executed contemporaneously with that certain Security Agreement, dated the Effective Date, between Borrower and Administrative Agent (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Security Agreement"), under which Borrower is granting Administrative Agent a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's Trademarks, and under which Administrative Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein.

Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames and all applications and registrations therefor in the United States and all foreign registrations and applications listed on Exhibit A (all such marks or names and registrations and applications are referred to as the "Trademarks").

Pursuant to the Security Agreement, Administrative Agent is acquiring a lien on and a security interest in the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Administrative Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

Now, therefore, with the foregoing background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Administrative Agent on behalf and for the benefit of the Lenders a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Borrower represents and warrants to Administrative Agent that, with respect to all Trademarks material to the operations of Borrower and its Subsidiaries as of the Closing Date: (a) such Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) such Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable; (c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and

interest in and to such Trademarks, and such Trademarks are free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Administrative Agent hereunder) and covenants by Borrower not to sue third persons; (d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms; (e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of such Trademarks, including the timely filing of all statements of use, declarations of incontestability and renewal applications, except where failure to comply would not have a Material Adverse Effect; (f) Borrower has no notice of any suits, actions or administrative proceedings or challenges to such Trademarks commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to such Trademarks; and (g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under such Trademarks and hereby grants to Administrative Agent and its employees and agents the right (with no obligation of any kind upon Administrative Agent to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of such Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this Section 3(g).

4. Borrower covenants that: (a) until all the Borrower's Obligations due under the Loan Documents are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Administrative Agent's rights hereunder; and (b) if Borrower acquires rights to any new trademarks, servicemarks or tradenames, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Administrative Agent prompt written notice thereof along with an amended Exhibit A.

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Administrative Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Administrative Agent has not elected to exercise its rights hereunder: (a) Borrower shall continue to have the exclusive right to use the Trademarks material to its operations; and (b) except as otherwise permitted under the Loan Agreement, Administrative Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Administrative Agent without the prior written consent of Administrative Agent.

7. Except as otherwise permitted under the Loan Agreement, anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Administrative Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the State of Florida, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Administrative Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else

including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit B. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations due under the Loan Documents are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Administrative Agent shall be in addition to any rights and remedies granted to Administrative Agent or any Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations due under the Loan Documents are indefeasibly paid and satisfied in full, Administrative Agent shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Administrative Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Administrative Agent and until so paid shall be added to the principal amount of Borrower's Obligations to Administrative Agent and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations due under the Loan Documents are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks material to its operations, and upon reasonable request of Administrative Agent, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not allow any Trademarks to lapse without the prior written consent of Administrative Agent.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Administrative Agent may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Administrative Agent in the fulfillment of the provisions of this section.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Administrative Agent may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Administrative Agent's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Administrative Agent and each Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Administrative Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF FLORIDA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.


18. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of Florida or the United States District Court for the Middle District of Florida in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Borrower irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth in the Loan Agreement.

19. BORROWER (AND ADMINISTRATIVE AGENT BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

**[SIGNATURES TO FOLLOW ON SEPARATE PAGE]**

The parties hereto have executed this Trademark Security Agreement, under seal, as of the Effective Date.

RTI SURGICAL, INC.

By: 

Name: Brian K. Hutchison

Title: President and CEO

(Corporate Seal)

**Approved and Accepted:**

**TD BANK, N. A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The parties hereto have executed this Trademark Security Agreement, under seal, as of the Effective Date.

RTI SURGICAL, INC.

By: \_\_\_\_\_

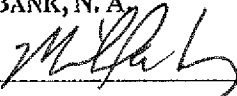
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

Approved and Accepted:

TD BANK, N. A.

By: 

Name: Mike Nurscy

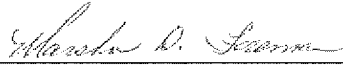
Title: Regional Vice President



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF FLORIDA : SS  
COUNTY OF ALACHUA :

On this 16<sup>th</sup> day of July, 2013, before me personally appeared BRIAN K. HUTCHISON, to me known and being duly sworn, deposes and says that he is the PRESIDENT & C.E.O. of RTI Biologics, Inc., a Delaware corporation, the corporation described in the foregoing Agreement; that he/she knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he/she signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

  
Notary Public  
My Commission Expires:



The parties hereto have executed this Trademark Security Agreement, under seal, as of the Effective Date.

RTI SURGICAL, INC.

By: Robert P. Jossheim

Name: Robert P. Jossheim

Title: Executive VP + CFO

(Corporate Seal)

**Approved and Accepted:**

TD BANK, N. A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF FLORIDA : SS  
COUNTY OF ALACHUA :

On this 16<sup>th</sup> day of July, 2013, before me personally appeared ROBERT P. JORDHEIM, to me known and being duly sworn, deposes and says that he is the EXECUTIVE V.P. & C.F.O. of RTI Biologics, Inc., a Delaware corporation, the corporation described in the foregoing Agreement; that he/she knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he/she signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

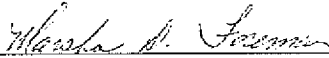
  
Notary Public  
My Commission Expires:



Exhibit A to Trademark Security Agreement

<b>Trademark</b>	<b>Number</b>	<b>Date</b>	<b>Country</b>
ALLOANCHOR	2936523	2005-03-29	US-United States
BIOCLEANSE	2779739	2003-11-04	US-United States
BIOSET	3514116	2008-10-07	US-United States
BTB SELECT	3441947	2008-06-03	US-United States
CANCELLE SP	3898676	2011-01-04	US-United States
CANCELLE SP	3898677	2011-01-04	US-United States
OSTEOFIL	2409722	2000-12-05	US-United States
REGENAFIL	2405341	2000-11-21	US-United States
REGENAFORM	2485743	2001-09-04	US-United States
RTI BIOLOGICS	3953197	2011-05-03	US-United States
RTI BIOLOGICS	3983204	2011-06-28	US-United States
RTI BIOLOGICS	3991575	2011-07-12	US-United States
STERLING	2900124	2004-11-02	US-United States
BIOADAPT	4348889	2012-03-28	US-United States
BIOREADY	Common Law	Common Law	US-United States
CORTIVA	Common Law	Common Law	US-United States
FORTIVA	Common Law	Common Law	US-United States
MAP3	85463077	2011-11-02	US-United States
MATRIX HD	Common Law	Common Law	US-United States
OPTEFORM * (* = Opteform is co-owned with Exactech)	2392670	2000-10-10	US-United States

**Exhibit B to Trademark Security Agreement**

**TRADEMARK ASSIGNMENT**

WHEREAS, RTI Biologics, Inc., a Delaware corporation ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Exhibit A (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee") having a place of business at \_\_\_\_\_, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RTI BIOLOGICS, INC.**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of RTI Biologics, Inc., a Delaware corporation ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Individual Notary)

My Commission Expires:

\_\_\_\_\_, \_\_\_\_\_

**EXHIBIT A TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Number</b>	<b>Date</b>	<b>Country</b>
ALLOANCHOR	2936523	2005-03-29	US-United States
BIOCLEANSE	2779739	2003-11-04	US-United States
BIOSET	3514116	2008-10-07	US-United States
BTB SELECT	3441947	2008-06-03	US-United States
CANCELLE SP	3898676	2011-01-04	US-United States
CANCELLE SP	3898677	2011-01-04	US-United States
OSTEOFIL	2409722	2000-12-05	US-United States
REGENAFIL	2405341	2000-11-21	US-United States
REGENAFORM	2485743	2001-09-04	US-United States
RTI BIOLOGICS	3953197	2011-05-03	US-United States
RTI BIOLOGICS	3983204	2011-06-28	US-United States
RTI BIOLOGICS	3991575	2011-07-12	US-United States
STERLING	2900124	2004-11-02	US-United States
BIOADAPT	4348889	2012-03-28	US-United States
BIOREADY	Common Law	Common Law	US-United States
CORTIVA	Common Law	Common Law	US-United States
FORTIVA	Common Law	Common Law	US-United States
MAP3	85463077	2011-11-02	US-United States
MATRIX HD	Common Law	Common Law	US-United States
OPTEFORM * (* = Opteform is co-owned with Exactech)	2392670	2000-10-10	US-United States

**POWER OF ATTORNEY**

RTI Surgical, Inc., a Delaware corporation ("Grantor"), hereby authorizes TD Bank, N.A., its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 15<sup>th</sup> day of July, 2013.

RTI SURGICAL, INC.

Witness: [Signature]

By: [Signature]

Witness: [Signature]


Attest: \_\_\_\_\_  
(Corporate Seal)



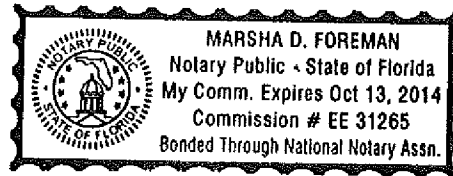
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF FLORIDA : SS  
COUNTY OF ALACHUA :

On this 16<sup>th</sup> day of July, 2013, before me personally appeared BRIAN K. HUTCHISON, to me known and being duly sworn, deposes and says that he is PRESIDENT & C.E.O. of RTI Biologics, Inc., a Delaware corporation, the Grantor corporation described in the foregoing Power of Attorney; that he knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that he/she signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



POWER OF ATTORNEY

RTI Surgical, Inc., a Delaware corporation ("Grantor"), hereby authorizes TD Bank, N.A., its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 16<sup>th</sup> day of July, 2013.

RTI SURGICAL, INC.

Witness: [Signature]  
Witness: [Signature]

By: [Signature]  
Attest: \_\_\_\_\_  
(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF FLORIDA : SS  
COUNTY OF ALACHUA :

On this 16<sup>th</sup> day of July, 2013, before me personally appeared ROBERT P. JORDHEIM, to me known and being duly sworn, deposes and says that he is EXECUTIVE V.P. & C.F.O. of RTI Biologics, Inc., a Delaware corporation, the Grantor corporation described in the foregoing Power of Attorney; that he knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that he/she signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

*Marsha D. Foreman*

Notary Public

My Commission Expires:

