

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323288

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AXOGEN CORPORATION		11/12/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THREE PEAKS CAPITAL S.A.R.L., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	1700 Broadway, 29th Floor		
<b>Internal Address:</b>	c/o Oberland Capital		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	COMPANY: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77604199	AXOGUARD	
<b>Serial Number:</b>	77604196	AXOGUARD	
<b>Serial Number:</b>	78974174	AXOGEN	
<b>Serial Number:</b>	78980974	AXOGEN	
<b>Serial Number:</b>	77047475	AXOGEN	
<b>Serial Number:</b>	77976702	AXOGEN	
<b>Serial Number:</b>	78974529	AVANCE	
<b>Serial Number:</b>	77100843	AVANCE	
<b>Serial Number:</b>	85589906	RANGER	
<b>Serial Number:</b>	85598373	RANGER	
<b>Serial Number:</b>	86381110	AXOTOUCH	
<b>Serial Number:</b>	86339751	AXOTOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-268-7000		
<b>Email:</b>	ksamia@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>TRADEMARK</b>			

CH \$315.00 77604199

**Address Line 1:** 425 Market Street  
**Address Line 2:** Morrison & Foerster LLP  
**Address Line 4:** San Francisco, CALIFORNIA 94105

<b>ATTORNEY DOCKET NUMBER:</b>	72442-3
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor
<b>SIGNATURE:</b>	/JLT2/
<b>DATE SIGNED:</b>	11/14/2014

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, AXOGEN CORPORATION, a Delaware corporation ("*Grantor*"), is party to that certain Security Agreement, dated as of November 12, 2014 (the "*Security Agreement*"), among Grantor, AXOGEN, INC., a Minnesota corporation, THREE PEAKS CAPITAL S.A.R.L., a Luxembourg company ("*Three Peaks*"), as administrative agent and collateral agent (in such capacity, together with its successors and assigns, "*Administrative Agent*") for the Lenders and each other Secured Party (each as defined in the Loan Agreement referred to therein), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the trademark, the trademark application, or the resulting trademark registration or result in cancellation of such trademark application or registration).

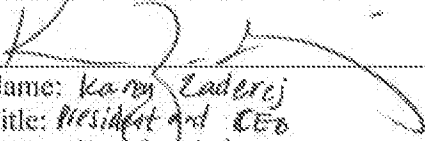
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AXOGEN CORPORATION, as Grantor

By   
Name: Karen Laderej  
Title: President and CEO  
Date: 11-27-14

**Schedule A  
to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

<b>Owner of IP</b>	<b>Name and Type of IP (e.g., patent, TM, ©, mask work) or License Agreement(1)</b>	<b>Registration or Application No.</b>	<b>Registration or Application Date</b>
AxoGen Corporation	US Published Patent Application (AxoGen)	20090264871	10/1/2013
AxoGen Corporation	Canada Patent Application (AxoGen)	2,721,945	4/21/2009
AxoGen Corporation	European Patent Application (AxoGen)	EP2276410	4/21/2009
AxoGen Corporation	Materials and Methods for protecting against neuromas Patent Application	US 61/705,251	9/25/2012
AxoGen Corporation	Nerve elevator and method of use US Patent	US61/125,086	4/21/2008
AxoGen Corporation	Nerve elevator and method of use US Patent	WO 2009/132012 PCT/US09/41266	4/21/2009
AxoGen Corporation	Biodegradable, electrically conducting polymer for tissue engineering applications (US Patent)	60/279,019	03/27/2001
AxoGen Corporation	Biodegradable, electrically conducting polymer for tissue engineering applications (US Patent)	6696575 20030066987 10/107,705	02/24/2004
AxoGen Corporation	Biodegradable, electrically conducting polymer for tissue engineering applications (US Patent)	10/744,244	12/23/2003
AxoGen Corporation	Biodegradable, electrically conducting polymer for tissue engineering applications (US Patent)	WO02076288 PCT/US2002/009514	03/27/2002
AxoGen Corporation	Cell-free tissue replacement for tissue engineering (US Patent)	60/414,278	09/27/2002
AxoGen Corporation	Cell-free tissue replacement for tissue engineering (US Patent)	7402319 20050043819 10/672,689	07/22/2008
AxoGen Corporation	Cell-free tissue replacement for tissue engineering (US Patent)	8758794 20090030269 12/135,772	06/24/2014
AxoGen Corporation	Cell-free tissue replacement for tissue engineering (US Patent)	20140248325 14/274,156	05/09/2014
AxoGen Corporation	Keratanase and heparinase promotion of nerve regeneration (US Patent)	60/540,522	01/30/2004
AxoGen Corporation	Method for promoting axonal outgrowth in damaged nerves (US Patent)	7772185 20050244399 11/051,996	08/10/2010


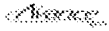


Owner of IP	Name and Type of IP (e.g., patent, TM, ©, mask work) or License Agreement(1)	Registration or Application No.	Registration or Application Date
AxoGen Corporation	Materials and Method for Promotion of Nerve Regeneration (US Patent)	US20100268336 12/824,724	06/28/2010
AxoGen Corporation	Materials and Method for Promotion of Nerve Regeneration (US Patent)	WO2005074655 PCT/US2005/003687	01/31/2005
AxoGen Corporation	Materials and methods for nerve repair (US Patent)	60/311,870	08-13-2001
AxoGen Corporation	Material and Methods for Nerve Grafting (US Patent)	US20080299536 12/190,359	08/12/2008
AxoGen Corporation	Materials and methods for nerve repair (US Patent)	US20110082482 12/966,540	12/13/2010
AxoGen Corporation	Materials and methods for nerve grafting, selection of nerve grafts, and in vitro nerve tissue culture (US Patent)	6972168 20030040112 10/218,864	12/06/2005
AxoGen Corporation	Materials and methods for nerve grafting, selection of nerve grafts, and in vitro nerve tissue culture (US Patent)	7732200 20040180434 10/812,776	06/08/2010
AxoGen Corporation	Methods for nerve repair (US Patent)	7851447 20030072749 10/218,316	12/14/2010
AxoGen Corporation	Materials and methods for nerve grafting (US Patent)	US20030077258 10/218,315	08/13/2002
AxoGen Corporation	Materials and methods for nerve grafting (US Patent)	US20130337549 13/776,606	02/25/2013
AxoGen Corporation	Materials and methods to promote repair of nerve tissue (US Patent)	WO03015612 PCT/US2002/025922	08/13/2002

Schedule B  
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner of IP	Name and Type of IP (e.g., patent, TM, ©, mask work) or License Agreement(1)	Registration or Application No.	Registration or Application Date
AxoGen Corporation	<b>AX@GUARD</b> (Canada Trademark)	1436230	4/28/2009
AxoGen Corporation	AXOGUARD (Canada Trademark)	1436230	4/28/2009
AxoGen Corporation	AxoGen (Canada Trademark)	1339181 TMA763833	3/13/2007 4/9/2010
AxoGen Corporation	AVANCE NERVE GRAFT (Canada Trademark)	1339356 TMA763791	3/14/2007 4/9/2010
AxoGen Corporation	<b>AxoGen</b> (European Trademark)	005791521 005791521	3/13/2007 3/13/2007
AxoGen Corporation	AVANCE NERVE GRAFT (European Trademark)	005783352 005783352	3/14/2007 2/9/2008
AxoGen Corporation	AXOGEN NERVE REGENERATION (Japan Trademark)	2007-37127 5165944	4/13/2007 9/12/2018
AxoGen Corporation	AVANCE NERVE GRAFT (Japan Trademark)	2007-37128 5131894	4/13/2007 4/25/2008
AxoGen Corporation	AVANCE NERVE GRAFT (Mexico Trademark)	0843615 1016747	3/21/2007 12/7/2007
AxoGen Corporation	AXOGEN NERVE REGENERATION (Mexico Trademark)	0843618 1013259	3/21/2007 11/26/2007
AxoGen Corporation	AXOGEN NERVE REGENERATION (Mexico Trademark)	08543617	3/21/2007
AxoGen Corporation	AXOGEN NERVE REGENERATION (Mexico Trademark)	08543619	3/21/2007
AxoGen Corporation	AXOGUARD (U.S. Trademark)	77604199	10/30/2008
AxoGen Corporation	<b>AX@GUARD</b> (U.S. Trademark)	77604196	10/30/2008
AxoGen Corporation	AXOGEN (U.S. Trademark)	78974174	9/14/2006
AxoGen Corporation	AXOGEN (U.S. Trademark)	78980974	9/14/2006
AxoGen Corporation	 (U.S. Trademark)	77047475	11/20/2006



Owner of IP	Name and Type of IP (e.g., patent, TM, ©, mask work) or License Agreement(1)	Registration or Application No.	Registration or Application Date
AxoGen Corporation	 (U.S. Trademark)	77976702	11/20/2006
AxoGen Corporation	AVANCE (U.S. Trademark)	78974529	9/14/2006
AxoGen Corporation	 (U.S. Trademark)	77100843	2/6/2007
AxoGen Corporation	RANGER (U.S. Trademark)	85589906	4/5/2012
AxoGen Corporation	 (U.S. Trademark)	85598373	4/16/2012
AxoGen, Inc.	 (US Trademark)	86381110	8-29-2014
AxoGen, Inc.	AXOTOUCH (US Trademark)	86339751	7/17/2014