

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROS ACQUISITION OFFSHORE LP		07/31/2015	Exempted Limited Partnership: CAYMAN ISLANDS

## RECEIVING PARTY DATA

<b>Name:</b>	BACTERIN INTERNATIONAL, INC.
<b>Street Address:</b>	600 Cruiser Lane
<b>City:</b>	Belgrade
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59714
<b>Entity Type:</b>	CORPORATION: NEVADA

## PROPERTY NUMBERS Total: 10

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

## CORRESPONDENCE DATA

Fax Number: 2026626291

*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.*

Phone: (202) 662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington &amp; Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street NW

CH \$265.00 3794423

**Address Line 2:** Attn: Patent Docketing  
**Address Line 4:** Washington, D.C. 20001

<b>ATTORNEY DOCKET NUMBER:</b>	034550.00006
<b>NAME OF SUBMITTER:</b>	Jennifer Augsburger
<b>SIGNATURE:</b>	/jennifer augsburger/
<b>DATE SIGNED:</b>	08/03/2015

**Total Attachments: 5**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made and effective as of July 31, 2015 and granted by ROS ACQUISITION OFFSHORE LP, a Cayman Islands Exempted Limited Partnership (together with its Affiliates, successors, transferees and assignees, the “**Lender**”), as lender under the Credit Agreement referred to below, in favor of BACTERIN INTERNATIONAL, INC., a Nevada corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain 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 Grantor executed and delivered to the Lender (i) that certain Pledge and Security Agreement, dated as of August 24, 2012 (the “**Pledge & Security Agreement**”), by and between the Grantor and the Lender and (ii) that certain Trademark Security Agreement, dated as of August 24, 2012 (the “**Trademark Security Agreement**” and together with the Pledge & Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender for its benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4850, Frame 0600 on August 28, 2012 with a corrective assignment thereto recorded at Reel 4852, Frame 0788 on August 29, 2012;

WHEREAS, the Release of Security Interest in Trademark was recorded with the United States Patent and Trademark Office at Reel 005481, Frame 0250 on March 18, 2015; and

WHEREAS, the Lender wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

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

1. Release of Security Interest. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement

and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill connected with the use of such Trademark Collateral (including the trademarks and trademark licenses listed on **Schedule 1** hereto).

2. Authorization. The Lender hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.

3. Further Assurances. The Lender agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ROS ACQUISITION OFFSHORE LP,**  
as the Lender

By ROS Acquisition Offshore GP Ltd.,  
its General Partner

By OrbiMed Advisors LLC,  
its investment manager

By: 

Name: Samuel D. Isaly  
Title: Managing Member

## SCHEDULE 1

### 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
OSTEOLOCK	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
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

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner
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

Item B. Trademark Licenses

None