

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350064

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BACTERIN INTERNATIONAL, INC.		07/31/2015	CORPORATION:
X-SPINE SYSTEMS, INC.		07/31/2015	CORPORATION:

## RECEIVING PARTY DATA

<b>Name:</b>	ROS ACQUISITION OFFSHORE LP
<b>Street Address:</b>	Walker House, 87 Mary Street
<b>Internal Address:</b>	c/o Walkers Corporate Services Limited, Attn: Neil Gray
<b>City:</b>	George Town, Grand Cayman
<b>State/Country:</b>	CAYMAN ISLANDS
<b>Postal Code:</b>	KY 1-9005
<b>Entity Type:</b>	Exempted Limited Partnership: CAYMAN ISLANDS

## PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4765699	3DEMIN
Registration Number:	3794423	BACFAST
Registration Number:	4393612	BACTERINSE
Registration Number:	4645294	CIRCLE OF LIFE
Registration Number:	3576967	ELUTIA
Registration Number:	3886606	HMATRIX
Registration Number:	3793867	OSTEOLOCK
Registration Number:	3758117	OSTEOSELECT
Registration Number:	3366646	OSTEOSPONGE
Registration Number:	4701155	OSTEOSTX
Registration Number:	3576966	OSTEOWRAP
Registration Number:	3521267	QUICKSCREW
Registration Number:	4672256	SPORTMATRIX
Registration Number:	4645064	SILEX
Registration Number:	4619437	X-SPINE
Registration Number:	4618034	IRIX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4587179	CAPLESS
Registration Number:	4464066	CERTEX
Registration Number:	4334774	CALIX
Registration Number:	4420033	H-GRAFT
Registration Number:	4110961	SPIDER
Registration Number:	3932766	X90
Registration Number:	3853175	HYDRAGRAFT
Registration Number:	3853085	BUTREX
Registration Number:	3853084	FORTEX
Registration Number:	4016586	AXLE
Registration Number:	3932494	FIXCET
Registration Number:	3328122	CAPLESS
Registration Number:	4623255	X-SPINE
Serial Number:	86606794	ARTHROFUSE
Serial Number:	86523228	ORBITALWRAP
Serial Number:	86168839	OSTEOPLF
Serial Number:	86701171	XTANT
Serial Number:	86305253	ZYFIX
Serial Number:	86361500	XPRESS
Serial Number:	85732532	FORMITY
Serial Number:	86683945	ARANAX
Serial Number:	86052914	ZYGAFIX
Serial Number:	85268185	RAMIS
Serial Number:	85206311	HELION
Serial Number:	85030077	AMNIOCEL
Serial Number:	77503069	CALIX
Serial Number:	85875265	CLOVER NOTCH
Serial Number:	77465099	FLEXCET
Serial Number:	77479695	STRAIGHTLIF
Serial Number:	77247231	ALLOPLATE

**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 & Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street NW

Address Line 2: Attn: Patent Docketing

**TRADEMARK**

REEL: 005590 FRAME: 0181

<b>Address Line 4:</b>	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
<b>Total Attachments: 10</b> source=10 - Trademark Security Agreement - [Executed] rotated#page1.tif source=10 - Trademark Security Agreement - [Executed] rotated#page2.tif source=10 - Trademark Security Agreement - [Executed] rotated#page3.tif source=10 - Trademark Security Agreement - [Executed] rotated#page4.tif source=10 - Trademark Security Agreement - [Executed] rotated#page5.tif source=10 - Trademark Security Agreement - [Executed] rotated#page6.tif source=10 - Trademark Security Agreement - [Executed] rotated#page7.tif source=10 - Trademark Security Agreement - [Executed] rotated#page8.tif source=10 - Trademark Security Agreement - [Executed] rotated#page9.tif source=10 - Trademark Security Agreement - [Executed] rotated#page10.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015 (this "Agreement"), is made by BACTERIN INTERNATIONAL, INC., a Nevada corporation ("Bacterin") and X-SPINE SYSTEMS, INC. ("X-spine" and together with Bacterin, each a "Grantor" and collectively, the "Grantors"), in favor of ROS ACQUISITION OFFSHORE LP, as Administrative Agent (in such capacity, the "Administrative Agent").

### W I T N E S S E T H :

WHEREAS, pursuant to the Amended And Restated Credit Agreement, dated as of July 27, 2015 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Bacterin International, Inc. (the "Borrower"), the Lenders (as defined therein) and the Administrative Agent, (i) the Lenders have extended Commitments to make the New Loans and (ii) the Continuing Lender has continued the Continuing Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors and their Affiliates have executed and delivered an Amended And Restated Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of July 31, 2015 (as amended, restated, amended and restated, 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, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, each 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, each Grantor agrees, for the benefit of each Secured Party, 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. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by such 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 each 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 any 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 each Grantor for the purpose of registering the security interest of the Administrative Agent 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 Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties 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 Administrative Agent will, at each Grantor’s sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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.

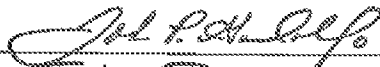
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by each Grantor, shall have been received by the Administrative Agent. 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, each 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: CFO

X-SPINE SYSTEMS, INC.

By: Michael Schmidt  
Name: Michael L. Schmidt  
Title: CFO / Treasurer



**SCHEDULE I**  
to Trademark Security Agreement

**Item A. Trademarks**

<b>Trademark</b>	<b>Appl. #</b>	<b>Reg. #</b>	<b>Status</b>	<b>Country of Reg.</b>	<b>Appl. Dt</b>	<b>Reg. Dt</b>	<b>Goods and Services</b>	<b>Owner</b>
3DEMIN	86259493	4765699	Registered	US	4/22/14	6/30/15	(INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue	Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714
ARTHROFUSE	86606794	N/A	Published for Opposition	US	4/22/15	N/A	(INT. CL. 5) Human allograft tissue	Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714
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. 664 Cruiser Lane Belgrade, MT 59714
BACTERINSE	85639552	4393612	Registered	US	5/31/12	8/27/13	(INT. CL. 37) Cleaning and disinfection of allograft bone and tissue	Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714
CIRCLE OF LIFE	86295138	4645294	Registered	US	5/29/14	11/25/14	(INT. CL. 44) Providing information in the field of organ, eye and tissue donation; human tissue donation services	Bacterin International, Inc. 664 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. 664 Cruiser Lane Belgrade, MT 59714

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner
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. 664 Cruiser Lane Belgrade, MT 59714
ORBITALWRAP	86523228	N/A	Published for opposition	US	2/3/15	N/A	(INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue	Bacterin International, Inc. 664 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. 664 Cruiser Lane Belgrade, MT 59714
OSTEOPLF	86168839	N/A	Allowed	US	1/17/14	N/A	(INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue	Bacterin International, Inc. 664 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. 664 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. 664 Cruiser Lane Belgrade, MT 59714
OSTEOSTX	86168841	4701155	Registered	US	1/17/14	3/10/2015	(INT. CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue	Bacterin International, Inc. 664 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. 664 Cruiser Lane Belgrade, MT 59714

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner
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
SPORTMATRIX	85791006	4672256	Registered	US	11/29/12	1/13/15	(INT CL. 5) Biological human a cellular dermal matrix tissue intended for subsequent implantation; human allograft tissue; biological implants, namely, a vital processed human or animal connective tissue	Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714
XTANT	86701171	N/A	Pending	US	7/22/15	N/A	(INT CL. 5) Biological demineralized cortical bone tissue intended for subsequent implantation; Human allograft tissue; Human allograft bone and tissue; Biological human acellular dermal matrix tissue intended for subsequent implantation; Biological implants, namely, a vital processed human or animal connective tissue; Biological demineralized bone matrix tissue intended for subsequent implantation; Bone fillers consisting of living materials; Milled human allograft tissue for spinal surgery, namely, facet fusion bone dowel; milled cortical biologic plug in the nature of biologic hyper-demineralized cortical bone tissue intended for subsequent implantation; biological tissue cultures for medical purposes; biological tissue grafts; Bone cement for surgical and orthopaedic purposes; Bone paste for medical purposes; Bone void fillers consisting of biological materials; Natural biomaterials for augmentation of bone and tissue for	Bacterin International, Inc. 664 Cruiser Lane Belgrade, MT 59714

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner
							<p>medical purposes; 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 orthopedic and spinal surgery; Wound drainage apparatus; Drainage appliances for surgical procedures; Wound suction apparatus; Prosthetic and filling materials, namely, putty for use in the replacement of bones; Bone repair compound for use in orthopedic surgery; synthetic bone grafts; Surgical and medical devices and instruments for treatment of the spine, and for nerve surveillance, guidance and monitoring, namely, cannulae, bone blocks, bone screws, fixation devices, spacing devices, insertion and extraction devices, prosthetic intervertebral discs, implants, implants material and implant anchorages; spinal bone implants; Cleaning and disinfection of allograft bone and tissue; Providing information in the field of organ, eye and tissue donation; human tissue donation services; tissue bank services</p>	

Mark	Serial No.	Filing Date	Reg. Date	Reg. No.
SILEX	86259218	4/22/14	11/25/14	4645064
X-SPINE	85878779	3/18/13	10/14/14	4619437
IRIX	85732565	9/19/12	10/7/14	4618034
CAPLESS	85970421	6/26/13	8/19/14	4587179
CERTEX	85861707	2/27/13	1/7/14	4464066
CALIX	85736447	9/24/12	5/14/13	4334774

H-GRAFT	85736106	9/24/12	10/15/13	4420033
SPIDER	85198457	12/15/10	3/13/12	4110961
X90	85022681	4/26/10	3/15/11	3932766
HYDRAGRAFT	77937665	2/17/10	9/28/10	3853175
BUTREX	77936184	2/16/10	9/28/10	3853085
FORTEX	77936177	2/16/10	9/28/10	3853084
AXLE	77936172	2/16/10	8/23/11	4016586
FIXCET	77935660	2/15/10	3/15/11	3932494
Capless	78725643	10/3/05	10/30/07	3328122
Xspine (and square design)	85897549	4/8/13	10/21/14	4623255
ZYFIX	86305253	6/10/14	Pending	N/A
XPRESS	86361500	8/8/14	Pending	N/A
FORMITY	85732532	9/19/12	Pending	N/A
ARANAX	86/683945	7/6/15	Pending	N/A
ZYGAFIX	86052914	Abandoned	N/A	N/A
RAMIS	85268185	Abandoned	N/A	N/A
HELJON	85206311	Abandoned	N/A	N/A
Amniocel	58030077	Abandoned	N/A	N/A
Calix	77503069	Abandoned	N/A	N/A
CLOVER				
NOTCH	85875265	Abandoned	N/A	N/A
FLEXCET	77465099	Abandoned	N/A	N/A
StraightLIF	77479695	Abandoned	N/A	N/A
Alloplate	77247231	Abandoned	N/A	N/A

Item B. Trademark Licenses.

None