

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Term Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXOGEN, INC.		10/25/2016	Corporation: MINNESOTA
AXOGEN CORPORATION		10/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86758930	AVIVE	
Serial Number:	86831990	AVIVE SOFT TISSUE BARRIER	
Serial Number:	86832049	AVIVE SOFT TISSUE BARRIER	
Serial Number:	86800802	ACROVAL	
Serial Number:	86832476	ACROVAL NEUROSENSORY & MOTOR TESTING SYS	
Serial Number:	77604199	AXOGUARD	
Serial Number:	77604196	AXOGUARD	
Serial Number:	78980974	AXOGEN	
Serial Number:	78974174	AXOGEN	
Serial Number:	77976702	AXOGEN	
Serial Number:	77047475	AXOGEN	
Serial Number:	78974529	AVANCE	
Serial Number:	77100843	AVANCE	
Serial Number:	85589906	RANGER	
Serial Number:	85598373	RANGER	
Serial Number:	86875586	ACROPINCH	
Serial Number:	86874592	ACROGRIP	
Serial Number:	86875647	PSSD	

OP \$565.00 86758930

Property Type	Number	Word Mark
Serial Number:	86843224	PRESSURE SPECIFIED SENSORY DEVICE
Serial Number:	86381110	AXOTOUCH
Serial Number:	86339751	AXOTOUCH
Serial Number:	87124496	NERVE MATTERS

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 7036106100

Email: BoxIP@hoganlovells.com

Correspondent Name: Valerie Brennan, Hogan Lovells US LLP

Address Line 1: 7930 Jones Branch Drive, 9th Fl

Address Line 2: Attn: Box Intellectual Property

Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	11/01/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 25 day of October, 2016 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”) and **AXOGEN, INC.**, a Minnesota corporation (“AxoGen”) and **AXOGEN CORPORATION**, a Delaware corporation (together with AxoGen and any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement (Term Loan), by and between Agent, the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of each Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflicts of laws principles (other than Sections 5-1401 and 5-1402 of The New York General Obligations Law).

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AXOGEN, INC.

By: K. Z...
Name: Karen Zadeck
Title: CEO & President

AXOGEN CORPORATION

By: K. Z...
Name: Karen Zadeck
Title: CEO & President

Address:

AxoGen, Inc.
13631 Progress Boulevard, Suite 400
Alachua, FL 32615
Attn: Pete Mariani
Facsimile: 386-462-6805
E-Mail: Pmariani@Axogeninc.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner


By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C

Trademarks

Owner	Country	Description	Registration/ Application Number	Registration/ Application Date
AxoGen Corporation	US	AVIVE	86758930	9/16/2015
AxoGen Corporation	US	AVIVE SOFT TISSUE BARRIER	86831990	11/25/2015
AxoGen Corporation	US		86832049	11/25/2015
AxoGen Corporation	US	ACROVAL	86800802	10/27/2015
AxoGen Corporation	US		86832476	11/25/2015
AxoGen Corporation	Canada	AXOGUARD	1436230	4/28/2009
AxoGen Corporation	Canada		1436230	4/28/2009
AxoGen Corporation	Canada		1778914	4/22/2016
AxoGen Corporation	Canada	AxoGen	1339181 TMA763833	3/13/2007 4/9/2010
AxoGen Corporation	Canada	AVANCE	1778915	4/22/2016
AxoGen Corporation	Canada		1778917	4/22/2016
AxoGen Corporation	Canada	AVANCE NERVE GRAFT	1339356 TMA763791	3/14/2007 4/9/2010
AxoGen Corporation	Europe		005791521	3/13/2007
AxoGen Corporation	Europe	AVANCE NERVE GRAFT	005783352	3/14/2007

Owner	Country	Description	Registration/ Application Number	Registration/ Application Date
AxoGen Corporation	Japan	AXOGEN NERVE REGENERATION	2007-37127 5165944	4/13/2007 9/12/2018
AxoGen Corporation	Japan	AVANCE NERVE GRAFT	2007-37128 5131894	4/13/2007 4/25/2008
AxoGen Corporation	Mexico	AVANCE NERVE GRAFT	0843615 1016747	3/21/2007 12/7/2007
AxoGen Corporation	Mexico	AXOGEN NERVE REGENERATION	0843618 1013259	3/21/2007 11/26/2007
AxoGen Corporation	Mexico	AXOGEN NERVE REGENERATION	08543617	3/21/2007
AxoGen Corporation	Mexico	AXOGEN NERVE REGENERATION	08543619	3/21/2007
AxoGen, Inc.	US	AXOGUARD	77604199	10/20/2008
AxoGen, Inc.	US		77604196	10/30/2008
AxoGen, Inc.	US	AXOGEN	78980974	9/14/2006
AxoGen, Inc.	US	AXOGEN	78974174	9/14/2006
AxoGen, Inc.	US		77976702	11/20/2006
AxoGen, Inc.	US		77047475	11/20/2006
AxoGen, Inc.	US	AVANCE	78974529	9/14/2006
AxoGen, Inc.	US		77100843	11/27/2007
AxoGen, Inc.	US	Ranger	85589906	9/18/2012
AxoGen, Inc.	US		85598373	9/18/2012
AxoGen Corporation	US	ACROPINCH	86875586	1/14/2016
AxoGen Corporation	US	ACROGRIP	86874592	1/13/2016
AxoGen Corporation	US	PSSD	86875647	1/14/2016
AxoGen Corporation	US	PRESSURE SPECIFIED SENSORY DEVICE	86843224	12/8/2015

Owner	Country	Description	Registration/ Application Number	Registration/ Application Date
AxoGen, Inc.	US		86381110	8/29/2014
AxoGen, Inc.	US	AXOTOUCH	86338751	7/17/2014
AxoGen, Inc.	US	"Nerve Connector"		
AxoGen, Inc.	US	"Nerve Protector"		
AxoGen Corporation	US	"Nerve Matters"	87124496	8/2/2016