

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421273

<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>
Aziyo Biologics, Inc.		03/27/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AloStar Bank of Commerce		
<b>Street Address:</b>	3630 Peachtree Road, N.E., Suite 1050		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87159849	VIBONE	
<b>Serial Number:</b>	87159840	ALTIPLY	
<b>Serial Number:</b>	87159858	OSTEGRO	
<b>Serial Number:</b>	87159852	ALTIPLAST	
<b>Serial Number:</b>	87085956	VIABONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	03/27/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 27, 2017, is made by and between Aziyo Biologics, Inc., a Delaware corporation, having a business location at the address set forth below next to its signature (the "Debtor"), and AloStar Bank of Commerce, ("AloStar"), having a business location at the address set forth below next to its signature.

### Recitals

A. Debtor and AloStar are parties to a Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated the same date as this Agreement, setting forth the terms on which AloStar may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, AloStar has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademark Collateral" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (f) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to AloStar a continuing security interest (the "Security Interest") in the Debtor's Trademarks and all products and proceeds thereof (collectively, the "Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to AloStar herein are granted in furtherance, and not in limitation of, the security interests granted to AloStar pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify

the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of AloStar with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which rights and remedies are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern. Notwithstanding anything to the contrary, this Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Commitments have terminated or expired and (ii) all of the Obligations have been paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or at the discretion of Regions, a backup standby Letter of Credit reasonably satisfactory to Regions has been delivered to Regions as required by the Credit Agreement) other than contingent indemnification obligations as to which no claim has been made and no commitments of Regions or the other Secured Parties (as defined in the Security Agreement) which would give rise to any Obligations are outstanding.

#### 4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by AloStar and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by AloStar to exercise any right, remedy, or option under this Agreement, or delay by AloStar in exercising the same, will operate as a waiver thereof. No waiver by AloStar will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of AloStar under this Agreement shall be cumulative. No exercise by AloStar of one right or remedy shall be deemed an election, and no waiver by AloStar shall be deemed a continuing waiver. All notices to be given to Debtor or AloStar under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.


(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND ALOSTAR HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND ALOSTAR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

AZIYO BIOLOGICS, INC.

Aziyo Biologics, Inc.  
12510 Prosperity Drive, Suite 370  
Silver Spring, Maryland 20904  
Attn: Jeff Hamet

By:   
Name: Jeffrey D. Hamet  
Title: V.P. Finance

ALOSTAR BANK OF COMMERCE

AloStar Bank of Commerce  
3630 Peachtree Road, N.E., Suite 1050  
Atlanta, Georgia 30326  
Attention: Aziyo Biologics, Inc.  
Loan Administration Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

{Trademark Security Agreement}

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above:


AZIYO BIOLOGICS, INC.

Aziyo Biologies, Inc.  
12510 Prosperity Drive, Suite 370  
Silver Spring, Maryland 20904  
Attn: Jeff Hamet

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ALOSTAR BANK OF COMMERCE

AloStar Bank of Commerce  
3630 Peachtree Road, N.E., Suite 1050  
Atlanta, Georgia 30326  
Attention: Aziyo Biologies, Inc.  
Loan Administration Officer

By:  \_\_\_\_\_  
Name: CARLOS TAN  
Title: VICE PRESIDENT

[Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND  
COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Current Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
AZIYO	Aziyo Biologics, Inc.	FEDTM 5088097	November 22, 2016
TRANZGRAFT	Aziyo Biologics, Inc.	FEDTM 2122952	December 23, 1997
INTEGUPLY	Aziyo Biologics, Inc.	FEDTM 5157942	March 7, 2017

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND  
COLLECTIVE MEMBERSHIP MARKS

APPLICATIONS

<u>Mark</u>	<u>Current Owner</u>	<u>Application Number</u>	<u>Application Date</u>
VIBONE	Aziyo Biologics, Inc.	87159849	September 2, 2016
ALTIPLY	Aziyo Biologics, Inc.	87159840	September 2, 2016
OSTEGRO	Aziyo Biologics, Inc.	87159858	September 2, 2016
ALTIPLAST	Aziyo Biologics, Inc.	87159852	September 2, 2016
VIABONE	Aziyo Biologics, Inc.	87085956	June 28, 2016