

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aziyo Med, LLC		05/31/2017	Limited Liability Company: 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: 7			
Property Type	Number	Word Mark	
Serial Number:	87648923	NCASE	
Serial Number:	87648906	VAULT	
Serial Number:	87564845	CORPLAST	
Serial Number:	87564842	VOYAGE	
Serial Number:	87564838	VASCURE	
Serial Number:	87564835	PROXICOR	
Serial Number:	87564850	CONEX	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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>			
Phone:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan of Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102-3302		
ATTORNEY DOCKET NUMBER:	036639.000048		
NAME OF SUBMITTER:	Valerie Brennan		

CH \$190.00 87648923

SIGNATURE:	/vb/
DATE SIGNED:	03/01/2018
Total Attachments: 11 source=IP Security Agreement (Term) - revised#page1.tif source=IP Security Agreement (Term) - revised#page2.tif source=IP Security Agreement (Term) - revised#page3.tif source=IP Security Agreement (Term) - revised#page4.tif source=IP Security Agreement (Term) - revised#page5.tif source=IP Security Agreement (Term) - revised#page6.tif source=IP Security Agreement (Term) - revised#page7.tif source=IP Security Agreement (Term) - revised#page8.tif source=IP Security Agreement (Term) - revised#page9.tif source=IP Security Agreement (Term) - revised#page10.tif source=IP Security Agreement (Term) - revised#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT (TERM LOAN)

This Intellectual Property Security Agreement (Term Loan) is entered into as of the 31 day of May, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust ("Agent") and **AZIYO BIOLOGICS, INC.**, a Delaware corporation ("Aziyo") and **AZIYO MED, LLC**, a Delaware limited liability company ("Aziyo Med", and Aziyo Med together with Aziyo 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 among Agent, the Lenders and the Grantors 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 such 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.

[Signature page follows.]


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.

GRANTORS:

AZIYO BIOLOGICS, INC.

By: 
Name: Jeffrey Hamet
Title: Treasurer

AZIYO MED, LLC

By: 
Name: Jeffrey Hamet
Title: Treasurer

Address for Grantors:

c/o Aziyo Biologics, Inc.
12510 Prosperity Drive, Suite 370
Silver Spring, Maryland 20904
Attn: Jeffrey Hamet
Facsimile:
E-Mail: jhamet@aziyo.com

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, Connecticut 06103
Attn: Dormer Stephen, Esq.
Facsimile: 860-251-5311
E-mail: dstephen@goodwin.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 A

Copyrights

None.

Exhibit B
Patents

US Patents - Aziyo Med, LLC

US Patent No.	Application No.	Publication No.	Title
8,758,448	13/033,102	US 2012/0016491 A1	LAMINATE SHEET ARTICLES FOR TISSUE REGENERATION
9,066,993	13/573,566	US 2013/0023721 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
9,283,302	13/896,424	US 2014/0343673 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
9,333,277	14/306,368	US 2014/0336780 A1	EXTRACELLULAR MATRIX (ECM) STRUCTURES FOR TISSUE REGENERATION
9,532,943	13/328,287	US 2012/0156255 A1	DRUG ELUTING PATCH FOR THE TREATMENT OF LOCALIZED TISSUE DISEASE OR DEFECT
9,636,437	14/833,340	US 2015/0349936 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
9,662,418	14/685,755	US 2015/0217027 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
9,662,419	14/833,373	US 2015/0359938 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
9,669,133	14/833,404	US 2015/0349939 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
9,682,171	14/833,354	US 2015/0359937 A1	EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS

US Patent Applications - Aziyo Med, LLC

Application No.	Publication No.	Title
14/685,714	US 2015/0217026 A1	EXTRACELLULAR MATRIX (ECM) STRUCTURES FOR TISSUE REGENERATION
15/496,297	--	EXTRACELLULAR MATRIX (ECM) STRUCTURES FOR TISSUE REGENERATION

Patents - Aziyo Biologics, Inc.

Patent Application Title	App No	Status	Filing Date
Anterior lumbar interbody fusion implant	29/245,929	Issued 10-23-2007	24 Mar 2006
Cervical lumbar interbody fusion implant	29/245,930	Issued 10-23-2007	29 Dec 2005
Posterior lumbar interbody fusion implant	29/245,931	Issued 10-23-2007	29 Dec 2005
Transforaminal lumbar interbody fusion implant	29/245,932	Issued 10-23-2007	29 Dec 2005
Acellular Dermal Allografts And Method Of Preparation	13/389,937	Filed	01 Jan 2010

Lyophilized Placental Composite and Uses Thereof	62/451,361	Provisional Application Filed 01- 27-2017	
--	------------	---	--

Exhibit C

Trademarks - Aziyo Med, LLC

Mark	Registration No.	Date
CanGaroo	US 4,646,691	02.28.14
CanGaroo	CTM 12802021	09.15.14
CanGaroo	JP 5788375	08.28.15
CorMatrix CanGaroo	US 4,709,442	03.24.15
Smart Remodeling	US 4,657,832	12.16.14
Smart Remodeling	JP 2014-38301	11.14.14
TYKE	US 5,087,769	03.03.15

US Trademark Applications:

Mark	Registration No./Serial No.	Date
NCASE	Serial No: 87648923	Filed: 10.17.17
VAULT	Serial No. 87648906	Published: 02.06.18
CORPLAST	Serial No. 87564845	Filed: 08.11.17
VOYAGE	Serial No. 87564842	Published: 12.19.17
VASCURE	Serial No. 87564838	
PROXICOR	Serial No. 87564835	
CONEX	Serial No. 87564850	

Trademarks - Azivo Biologics, Inc.

Trademark	Serial Number	Status	Filed	Published	Registered
Tranzgraft	75113130	Live	6/3/1996	9/30/1997	12/23/1997
Aziyo	86787215	Live	10/14/2015	3/22/2016	11/22/2016
Integuly	87022895	Live	5/3/2016	10/4/2016	3/7/2017
VIBone	87159849	Live	9/2/2016	12/27/2016	
AltiPly	87159840	Live	9/3/2016	12/28/2016	
AltiPlast	87159852	Live	9/4/2016	12/29/2016	
OsteGro	87159858	Live	9/2/2016	12/27/2016	

- Cook License Agreement
- Cross License Agreement
- Trademark License Agreement, dated as of May 31, 2017, by and between Aziyo Med and CorMatrix