

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTI SURGICAL, INC.		06/05/2018	Corporation: DELAWARE
PIONEER SURGICAL TECHNOLOGY, INC.		06/05/2018	Corporation: MICHIGAN
TUTOGEN MEDICAL, INC.		06/05/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 S. DEARBORN, FL L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87947367	NANOSS 3D	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.288		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	03/08/2019		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of June 5, 2018, is by and between RTI SURGICAL, INC, a Delaware corporation ("RTI"), PIONEER SURGICAL TECHNOLOGY, INC., a Michigan corporation ("Pioneer"), and TUTOGEN MEDICAL, INC., a Michigan corporation, ("Tutogen"; together with RTI and Pioneer, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as the Administrative Agent (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 5, 2018, by and among the Grantors, the other Loan Parties party thereto from time to time, and the Lenders from time to time party thereto (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors and the other Loan Parties, executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, each Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Liens) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the

Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]


IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


RTI SURGICAL, INC.,
a Delaware corporation

By: 
Name: Jonathon M. Singer
Title: Chief Financial and Administrative Officer

PIONEER SURGICAL TECHNOLOGY, INC.,
a Michigan corporation

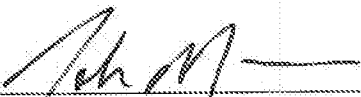
By: 
Name: Jonathon M. Singer
Title: President

TUTOGEN MEDICAL, INC.,
a Florida corporation

By: 
Name: Jonathon M. Singer
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: JOHN MORRONE
Title: AUTHORIZED SIGN

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK	STATUS	REG. NUMBER	REG. DATE	GRANTOR
ZYGA	Registered	5358471	12/19/17	RTI Surgical, Inc.
TRUE SI JOINT ARTHRODESIS	Registered	4942219	04/19/16	RTI Surgical, Inc.
None (Design Only)	Registered	4696737	03/03/15	RTI Surgical, Inc.
ZYGA	Registered	4633511	11/04/14	RTI Surgical, Inc.
CORTIVA	Registered	5314555	10/24/17	RTI Surgical, Inc.
MATRIX HD	Registered	5062426	10/18/16	RTI Surgical, Inc.
DESIGNED BY NATURE, SUPPORTED BY SCIENCE	Registered	5046366	09/20/16	RTI Surgical, Inc.
STRIDES	Registered	5043537	09/20/16	RTI Surgical, Inc.
BIOREADY	Registered	4892940	01/26/16	RTI Surgical, Inc.
RTI SURGICAL	Registered	4828563	10/06/15	RTI Surgical, Inc.
RTI SURGICAL	Registered	4742729	05/26/17	RTI Surgical, Inc.
A HIGHER STANDARD	Registered	4805282	09/01/15	RTI Surgical, Inc.
TUTOPATCH	Registered	4793194	08/18/15	RTI Surgical, Inc.
TUTOMESH	Registered	4793193	08/18/15	RTI Surgical, Inc.
ALLOWEDGE	Registered	4736681	05/12/15	RTI Surgical, Inc.
ALLOWEDGE	Registered	4718141	04/07/15	RTI Surgical, Inc.
ALLOWEDGE	Registered	4718138	04/07/15	RTI Surgical, Inc.
SIMMETRY DECORTICATOR	Registered	4467728	01/14/14	RTI Surgical, Inc.
IS IT SI?	Registered	4476027	01/28/14	RTI Surgical, Inc.
FUSION BY DESIGN	Registered	4475729	01/28/14	RTI Surgical, Inc.
SIMMETRY	Registered	4096779	02/07/12	RTI Surgical, Inc.
GLYDER	Registered	4158317	06/12/12	RTI Surgical, Inc.
BIOADAPT	Registered	4348889	06/11/13	RTI Surgical, Inc.
MAP3	Registered	4495238	03/11/14	RTI Surgical, Inc.
BIOSET	Registered	3514116	10/07/08	RTI Surgical, Inc.
RTI BIOLOGICS	Registered	3991575	07/12/11	RTI Surgical, Inc.
RTI BIOLOGICS	Registered	3983204	06/28/11	RTI Surgical, Inc.
RTI BIOLOGICS	Registered	3953197	05/03/11	RTI Surgical, Inc.
CANCELLE SP	Registered	3898677	01/04/11	RTI Surgical, Inc.
CANCELLE SP	Registered	3898676	01/04/11	RTI Surgical, Inc.
BTB SELECT	Registered	3441947	06/03/08	RTI Surgical, Inc.
STERLING	Registered	2900124	11/02/04	RTI Surgical, Inc.
OPTEFORM	Registered	2392670	10/10/00	RTI Surgical, Inc.
REGENAFIL	Registered	2405341	11/21/00	RTI Surgical, Inc.
REGENAFORM	Registered	2485743	09/04/01	RTI Surgical, Inc.
BIOCLEANSE	Registered	2779739	11/04/03	RTI Surgical, Inc.
OSTEOFIL	Registered	2409722	12/05/00	RTI Surgical, Inc.
TETRAFUSE	Registered	5287572	09/12/17	Pioneer Surgical Technology, Inc.

TRADEMARK	STATUS	REG. NUMBER	REG. DATE	GRANTOR
FORTILINK	Registered	5287571	09/12/17	Pioneer Surgical Technology, Inc.
UNISON	Registered	5055554	10/04/16	Pioneer Surgical Technology, Inc.
ELEMAX	Registered	4871393	12/15/15	Pioneer Surgical Technology, Inc.
None (Design Only)	Registered	4115792	03/20/12	Pioneer Surgical Technology, Inc.
ASPECT	Registered	4092236	01/24/12	Pioneer Surgical Technology, Inc.
BIGFOOT	Registered	4084793	01/10/12	Pioneer Surgical Technology, Inc.
LAT-FUSE	Registered	5022703	08/16/16	Pioneer Surgical Technology, Inc.
RELEASE	Registered	4851486	11/10/15	Pioneer Surgical Technology, Inc.
LOCKED AND LOADED	Registered	4735785	05/12/15	Pioneer Surgical Technology, Inc.
MAXFUSE	Registered	4539870	05/27/14	Pioneer Surgical Technology, Inc.
LEGATO	Registered	4354370	06/18/13	Pioneer Surgical Technology, Inc.
PIONEER	Registered	3321663	10/23/07	Pioneer Surgical Technology, Inc.
QUANTUM	Registered	3196254	01/09/07	Pioneer Surgical Technology, Inc.
PAC PLATE	Registered	3791623	05/18/10	Pioneer Surgical Technology, Inc.
X-LINK	Registered	3230511	04/17/07	Pioneer Surgical Technology, Inc.
SONGER	Registered	2997549	09/20/05	Pioneer Surgical Technology, Inc.
QUANTUM	Registered	2968718	12/12/05	Pioneer Surgical Technology, Inc.
BACFUSE	Registered	3948367	04/19/11	Pioneer Surgical Technology, Inc.
STREAMLINE	Registered	3815599	07/06/10	Pioneer Surgical Technology, Inc.
BACJAC	Registered	3719794	12/01/09	Pioneer Surgical Technology, Inc.
CLARITY	Registered	3385924	02/19/08	Pioneer Surgical Technology, Inc.
NANOSS	Registered	4029092	09/20/11	Pioneer Surgical Technology, Inc.
NUNEC	Registered	3604091	04/07/09	Pioneer Surgical Technology, Inc.
CONTACT	Registered	3609239	04/21/09	Pioneer Surgical Technology, Inc.
SLIMFUSE	Registered	3581301	02/24/09	Pioneer Surgical Technology, Inc.
CROSS-FUSE	Registered	3544634	12/09/08	Pioneer Surgical Technology, Inc.

TRADEMARK	STATUS	REG. NUMBER	REG. DATE	GRANTOR
HEX BUTTON	Registered	2661283	12/17/02	Pioneer Surgical Technology, Inc.
None (Design Only)	Registered	2305849	01/04/00	Pioneer Surgical Technology, Inc.
PIONEER	Registered	2264842	07/27/99	Pioneer Surgical Technology, Inc.
TUTOGEN MEDICAL	Registered	2355867	06/06/00	Tutogen Medical, Inc.

**SUPPLEMENT TO
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK	APPLICATION NUMBER	FILE DATE	GRANTOR
NANOSS 3D	87947367	06/04/18	Pioneer Surgical Technology, Inc.