

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZIYO BIOLOGICS, INC.		08/10/2022	Corporation: DELAWARE
AZIYO MED, LLC		08/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SWK FUNDING LLC		
Street Address:	14755 PRESTON ROAD		
Internal Address:	SUITE 105		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5439036	ALTIPLAST	
Registration Number:	5229597	ALTIPLY	
Registration Number:	5088097	AZIYO	
Registration Number:	5916295	FIBERCEL	
Registration Number:	5157942	INTEGUPLY	
Registration Number:	5449281	OSTEGRO	
Registration Number:	5992687	SIMPLIDERM	
Registration Number:	6207259	SIMPLIDERM ELLIPSE	
Registration Number:	2122952	TRANZGRAFT	
Registration Number:	5229598	VIBONE	
Registration Number:	4646691	CANGAROO	
Registration Number:	5608103	PROXICOR	
Registration Number:	5087769	TYKE	
Registration Number:	5608104	VASCURE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		

OP \$365.00 5439036

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: 6175732700
Email: Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Alyssa.McLeod@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Andrew Jaworski
SIGNATURE:	/Andrew J. Jaworski/
DATE SIGNED:	08/12/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 10, 2022 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “Agreement”), made by AZIYO BIOLOGICS, INC., a Delaware corporation (“Aziyo Biologics”), AZIYO MED, LLC, a Delaware limited liability company (“Aziyo Med” and together with Aziyo Biologics, each individually a “Grantor” and collectively, the “Grantors”), in favor of SWK FUNDING LLC, a Delaware limited liability company as agent (in such capacity, “Agent”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Aziyo Biologics, as the borrower, Agent and the financial institutions party thereto from time to time as lenders (each a “Lender” and collectively, the “Lenders”), Agent and Lenders have agreed to make certain financial accommodations available to Grantors, and pursuant to that certain Guarantee and Collateral Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantors, the other grantors party thereto from time to time, and Agent, Grantors have granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of each Grantor in, to and under all of such Grantor’s Intellectual Property (as defined in the Credit Agreement), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, each Grantor, as applicable, is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

(b) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Secured Obligations, each Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in such Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in

each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor's right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral"); provided, that the IP Collateral shall not include the Excluded Property. This Agreement is not to be construed as an assignment of any Intellectual Property.

3. **No Limitation; Loan Documents.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. The other Loan Documents (and all rights and remedies of Grantors, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

4. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantors and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

5. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.**

6. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts with the same effect as if all parties had executed the same document. All counterparts shall be construed together and shall constitute a single agreement. Further, the parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of any .pdf file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act or the New York Electronic Signatures and Records Act, which includes any electronic signature provided using Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the parties hereto and reasonably available at no undue burden or expense to the Agent), except to the extent the Agent requires otherwise. Any such electronic signatures shall be valid, effective and legally binding as if such electronic signatures were handwritten signatures and shall be deemed to have been duly and validly delivered for all purposes hereunder. No party hereto shall raise the use of e-mail or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of e-mail or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

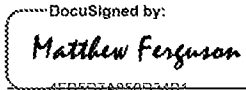
7. **Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall control.

[Remainder of page intentionally blank; signature page follows.]


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

GRANTORS:

AZIYO BIOLOGICS, INC.,
a Delaware corporation

By: 
Name: Matthew Ferguson
Title: Chief Financial Officer

AZIYO MED, LLC,
a Delaware limited liability company

By: 
Name: Jeff Hamet
Title: Vice President of Finance and Treasurer

AGENT:

SWK FUNDING LLC, a Delaware limited liability company, as Agent and a Lender

By: SWK Holdings Corporation, a Delaware corporation, its sole Manager

By: 
Name: Winston Black
Title: Chief Executive Officer

Schedule I

Registered Copyright Licenses

N/A

[Schedule I]

Intellectual Property Security Agreement

#176485266

TRADEMARK
REEL: 007821 FRAME: 0491

Copyrights

N/A

[Schedule I]
Intellectual Property Security Agreement

#176485266

TRADEMARK
REEL: 007821 FRAME: 0492

Patents

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date	Owner
Acellular dermal allografts and method of preparation	13389937 09/27/2012	9888999 02/13/2018	Aziyo Biologics, Inc.
Placental Tissue Compositions And Methods	17183927 02/24/2021	(20210269775)	Aziyo Biologics, Inc.
Laminate Sheet Articles For Tissue Regeneration	13033102 02/23/2011	8758448 06/24/2014	Aziyo Med, LLC
Drug Eluting Patch For The Treatment Of Localized Tissue Disease Or Defect	13328287 12/16/2011	9532943 01/03/2017	Aziyo Med, LLC
Extracellular Matrix Encasement Structures And Methods	13573566 09/24/2012	9066993 06/30/2015	Aziyo Med, LLC
Extracellular Matrix Encasement Structures And Methods	13896424 05/17/2013	9283302 03/15/2016	Aziyo Med, LLC
Extracellular Matrix (ECM) Structures for Tissue Regeneration	14306368 06/17/2014	9333277 05/10/2016	Aziyo Med, LLC
Extracellular Matrix Encasement Structures and Methods	14571639 12/16/2014	9744264 08/29/2017	Aziyo Med, LLC
Extracellular matrix (ECM) structures for tissue regeneration	14685714 04/14/2015	10293084 05/21/2019	Aziyo Med, LLC
Extracellular Matrix Encasement Structures and Methods	14685755 04/14/2015	9662418 05/30/2017	Aziyo Med, LLC
Extracellular Matrix Encasement Structures and Methods	14833340 08/24/2015	9636437 05/02/2017	Aziyo Med, LLC
Extracellular Matrix Encasement Structures and Methods	14833373 08/24/2015	9662419 05/30/2017	Aziyo Med, LLC
Extracellular Matrix Encasement Structures and Methods	14833404 08/24/2015	9669133 06/06/2017	Aziyo Med, LLC
Extracellular Matrix Encasement Structures and Methods	14833354 08/24/2015	9682171 06/20/2017	Aziyo Med, LLC
Extracellular matrix sheet structures	15496297 04/25/2017	10159764 12/25/2018	Aziyo Med, LLC
Extracellular matrix sheet structures	16225918 12/19/2018	11045580 06/29/2021	Aziyo Med, LLC
Extracellular Matrix Pouch Structure And Uses Thereof	16667841 10/29/2019	(20200139011)	Aziyo Med, LLC
Extracellular Matrix Sheet Structures	17328232 05/24/2021	(20210275723)	Aziyo Med, LLC
Depots And Encasement Structures For Implantable Devices	17404745 08/17/2021	(20220047777)	Aziyo Med, LLC

[Schedule I]

Intellectual Property Security Agreement

#176485266

TRADEMARK
REEL: 007821 FRAME: 0493

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date	Owner
Extracellular Matrix (ECM) Structures For Tissue Regeneration	17576633 01/14/2022	(20220211907)	Aziyo Med, LLC

[Schedule I]
Intellectual Property Security Agreement

#176485266

TRADEMARK
REEL: 007821 FRAME: 0494

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
ALTIPLAST	5	87159852 02-SEP-2016	5439036 03-APR-2018	Aziyo Biologics, Inc.
ALTIPLY	5	87159840 02-SEP-2016	5229597 20-JUN-2017	Aziyo Biologics, Inc.
AZIYO	5	86787215 14-OCT-2015	5088097 22-NOV-2016	Aziyo Biologics, Inc.
FIBERCEL	5	88125294 20-SEP-2018	5916295 19-NOV-2019	Aziyo Biologics, Inc.
INTEGUPLY	5	87022895 03-MAY-2016	5157942 07-MAR-2017	Aziyo Biologics, Inc.
OSTEGRO	5	87159858 02-SEP-2016	5449281 17-APR-2018	Aziyo Biologics, Inc.
SIMPLIDERM	5	88462367 06-JUN-2019	5992687 18-FEB-2020	Aziyo Biologics, Inc.
SIMPLIDERM ELLIPSE	5	88705444 25-NOV-2019	6207259 24-NOV-2020	Aziyo Biologics, Inc.
TRANZGRAFT	42	75113130 03-JUN-1996	2122952 23-DEC-1997	Aziyo Biologics, Inc.
VIBONE	5	87159849 02-SEP-2016	5229598 20-JUN-2017	Aziyo Biologics, Inc.
CANGAROO	5	86207486 28-FEB-2014	4646691 25-NOV-2014	Aziyo Med, LLC
PROXICOR	5	87564835 11-AUG-2017	5608103 13-NOV-2018	Aziyo Med, LLC
TYKE	5	86712638 03-AUG-2015	5087769 22-NOV-2016	Aziyo Med, LLC
VASCURE	5	87564838 11-AUG-2017	5608104 13-NOV-2018	Aziyo Med, LLC

Mask Works

N/A

[Schedule I]
Intellectual Property Security Agreement

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RECORDED: 08/12/2022

TRADEMARK
REEL: 007821 FRAME: 0496