

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871111

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement Supplement (Term)
RESUBMIT DOCUMENT ID:	900823315

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XTANT MEDICAL HOLDINGS, INC.		12/18/2023	Corporation: DELAWARE
XTANT MEDICAL, INC.		12/18/2023	Corporation: DELAWARE
BACTERIN INTERNATIONAL, INC.		12/18/2023	Corporation: NEVADA
X-SPINE SYSTEMS, INC.		12/18/2023	Corporation: OHIO

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	6822329	OSTEOMAX
Registration Number:	6822330	SIMPLIMIX
Registration Number:	4092236	ASPECT
Registration Number:	3948367	BACFUSE
Registration Number:	4084793	BIGFOOT
Registration Number:	3385924	CLARITY
Registration Number:	3609239	CONTACT
Registration Number:	3544634	CROSS-FUSE
Registration Number:	5022703	LAT-FUSE
Registration Number:	4029092	NANOSS
Registration Number:	3604091	NUNEC
Registration Number:	3196254	QUANTUM
Registration Number:	4851486	RELEASE
Registration Number:	3581301	SLIMFUSE

Property Type	Number	Word Mark
Registration Number:	3815599	STREAMLINE
Registration Number:	3230511	X-LINK
Registration Number:	4871393	ELEMAX
Registration Number:	5055554	UNISON
Registration Number:	5287571	FORTILINK
Registration Number:	5287572	TETRAFUSE
Registration Number:	5853016	CERVALIGN
Registration Number:	5684288	NANOSS 3D
Registration Number:	3505937	DSS
Registration Number:	3596580	PARADIGM SPINE
Registration Number:	3577909	PARADIGM SPINE
Registration Number:	3600439	THE MOVEMENT IN SPINE CARE
Registration Number:	4539870	MAXFUSE
Registration Number:	6937653	BIOMAX
Serial Number:	97363861	ARTHROFUSE
Serial Number:	90648763	SIMPLIMAX
Serial Number:	90009126	TIPLUS
Serial Number:	90449136	FIBREX
Serial Number:	97274929	CORTERA
Serial Number:	88844720	DUALITY

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: dctrademark@hoganlovells.com

Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP

Address Line 1: 8350 Broad St. 17th Floor

Address Line 4: Tysons,, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	036639.000131
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	01/25/2024

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the 18th day of December, 2023 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, ("Agent"), **XTANT MEDICAL HOLDINGS, INC.**, a Delaware corporation, **XTANT MEDICAL, INC.**, a Delaware corporation, **BACTERIN INTERNATIONAL, INC.**, a Nevada corporation, and **X-SPINE SYSTEMS, INC.**, an Ohio corporation (each such entity, a "Grantor" and collectively, the "Grantors").

RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of May 6, 2021, (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the "Existing IP Security Agreement"; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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, except to the extent constituting Excluded Property (as defined in the Credit Agreement), including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(f) Any and all Mask Works, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;

(g) 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.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted

herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

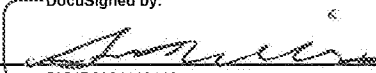
The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]


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

GRANTORS:

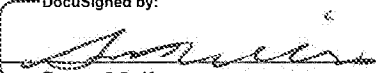
XTANT MEDICAL HOLDINGS, INC.

DocuSigned by:
By: 
Name: Scott Neils
Title: Chief Financial Officer

XTANT MEDICAL, INC.

DocuSigned by:
By: 
Name: Scott Neils
Title: Chief Financial Officer

BACTERIN INTERNATIONAL, INC.

DocuSigned by:
By: 
Name: Scott Neils
Title: Chief Financial Officer

X-SPINE SYSTEMS, INC.

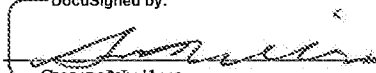
DocuSigned by:
By: 
Name: Scott Neils
Title: Chief Financial Officer

EXHIBIT C

Trademarks

Credit Party that is Owner of IP	Name/Identifier of IP	Registration/Publication or Application Number	Filing Date/Expiration Date
Xtant Medical Holdings, Inc.	ARTHROFUSE	97/363,861	4/14/2022
Xtant Medical Holdings, Inc.	OSTEOMAX	6,822,329	8/16/2022
Xtant Medical Holdings, Inc.	SIMPLIMAX	90/648,763	4/15/2021
Xtant Medical Holdings, Inc.	SIMPLIMIX	6,822,330	8/16/2022
Xtant Medical Holdings, Inc.	ASPECT	4092236	1/20/2011
Xtant Medical Holdings, Inc.	BACFUSE	3948367	4/21/2009
Xtant Medical Holdings, Inc.	BIGFOOT	4084793	10/4/2010
Xtant Medical Holdings, Inc.	CLARITY	3385924	9/18/2006
Xtant Medical Holdings, Inc.	CONTACT	3609239	2/2/2007
Xtant Medical Holdings, Inc.	CROSS-FUSE	3544634	9/20/2007
Xtant Medical Holdings, Inc.	LAT-FUSE	5022703	4/23/2012
Xtant Medical Holdings, Inc.	NANOSS	4029092	2/21/2008
Xtant Medical Holdings, Inc.	NUNEC	3604091	4/28/2008
Xtant Medical Holdings, Inc.	QUANTUM	3196254	11/2/2005
Xtant Medical Holdings, Inc.	RELEASE	4851486	5/3/2011
Xtant Medical Holdings, Inc.	SLIMFUSE	3581301	9/18/2007
Xtant Medical Holdings, Inc.	STREAMLINE	3815599	6/2/2009
Xtant Medical Holdings, Inc.	X-LINK	3230511	2/3/2004
Xtant Medical Holdings, Inc.	ELEMAX	4871393	4/17/2014
Xtant Medical Holdings, Inc.	UNISON	5055554	5/14/2015
Xtant Medical Holdings, Inc.	FORTILINK	5287571	7/12/2016
Xtant Medical Holdings, Inc.	TETRAFUSE	5287572	7/12/2016
Xtant Medical Holdings, Inc.	CERVALIGN	5853016	7/13/2018
Xtant Medical Holdings, Inc.	NANOSS 3D	5684288	6/4/2018
Xtant Medical Holdings, Inc.	DSS	3505937	3/7/2007
Xtant Medical Holdings, Inc.	PARADIGM SPINE	3596580	6/16/2005
Xtant Medical Holdings, Inc.	PARADIGM SPINE (DESIGN) - LOGO	3577909	7/20/2005
Xtant Medical Holdings, Inc.	THE MOVEMENT IN SPINE CARE	3600439	4/18/2005
Xtant Medical Holdings, Inc.	DUALITY	88844720	3/23/2020
Xtant Medical Holdings, Inc.	TIPLUS	90009126	6/18/2020
Xtant Medical Holdings, Inc.	FIBREX	90449136	1/5/2021
Xtant Medical Holdings, Inc.	MAXFUSE	4539870	4/9/2013
Xtant Medical Holdings, Inc.	BIOMAX	6937653	7/14/2021
Xtant Medical Holdings, Inc.	CORTERA	97274929	2/18/2022