

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5365198

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	COLLAGEN MATRIX, INC.	02/06/2019
RECEIVING PARTY DATA		
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	2 BETHESDA METRO CENTER, SUITE 600	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15450789
CORRESPONDENCE DATA		
Fax Number:	(404)572-5100	
<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>		
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Correspondent Name:	KAREN OSBORNE, SENIOR PARALEGAL	
Address Line 1:	1180 PEACHTREE STREET, N.E.	
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Address Line 4:	ATLANTA, GEORGIA 30309	
ATTORNEY DOCKET NUMBER:	24046.015063	
NAME OF SUBMITTER:	KAREN OSBORNE	
SIGNATURE:	//Karen Osborne//	
DATE SIGNED:	02/07/2019	
Total Attachments: 5		
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source=CMI - Intermediate Patent Security Agreement (2.06.2019)#page2.tif		
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PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

February 6, 2019

WHEREAS, Collagen Matrix, Inc., a Delaware corporation (herein referred to as the "Grantor") owns or licenses the Patent Collateral (as defined below);

WHEREAS, the Grantor, as borrower (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto, and Capital One, National Association, as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of October 23, 2014 (as amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 23, 2014 (as amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") among the Borrower, the Guarantors party thereto and Capital One, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has secured certain of its obligations (the "Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Patent (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Pledged Patent referred to in Schedule 1 hereto;

(ii) each Pledged Patent License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is the licensee, including, without limitation, each Pledged Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Pledged Patent owned by the Grantor (including, without limitation, any Pledged Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Pledged Patent License (including, without limitation, any Pledged Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the

name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Patent Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Patent Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

COLLAGEN MATRIX, INC.

By: 

Name: Gregory J. Poirerink
Title: VP of R&D

Acknowledged:

CAPITAL ONE, NATIONAL
ASSOCIATION
as Collateral Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

COLLAGEN MATRIX, INC.

By: 

Name: Gregory J. Pomeroy
Title: VP of R&D

Acknowledged:

CAPITAL ONE, NATIONAL
ASSOCIATION

as Collateral Agent

By: 

Name: PETER ITZ

Title: Duly Authorized Signatory

**Schedule 1
to Patent
Guarantee and Collateral Agreement**

Collagen Matrix, Inc.

U.S. Patent Applications

U.S. Patent Application No.	Date Filed	Title
15/450,789	03/06/2017	METHOD OF PREPARING POROUS CARBONATE APATITE FROM NATURAL BONE

Other Patent Applications

Country/Region	Patent Application No.	Date Filed	Title
Europe			METHOD OF PREPARING POROUS CARBONATE APATITE FROM NATURAL BONE

Other Patents and Design Patents

Country/Region	Patent No.	Date Issued	Title
Canada	CA 2736077	01/15/2019	RE-ROLLABLE WRAPPING IMPLANT French Title: IMPLANT D'ENVELOPPEMENT REENROULABLE