

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): August 12, 2013

Bacterin International Holdings, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

333-158426

20-5313323

(Commission File Number)

(IRS Employer Identification No.)

600 Cruiser Lane
Belgrade, Montana

59714

(Address of Principal Executive Offices)

(Zip Code)

(406) 388-0480

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 Entry into a Material Definitive Agreement

On August 12, 2013, we entered into (i) a Waiver and Second Amendment to our Credit Agreement with ROS Acquisition Offshore LP (“ROS”) whereby ROS agreed to waive any Event of Default that occurred due to our failure to hire a new Chief Executive Officer within 90 days of the resignation of our former Chief Executive Officer in exchange for Board observer rights; (ii) a First Amendment to our Royalty Agreement with ROS whereby we modified the confidentiality provisions to cover the ROS Board observer and expand the definition of confidential information; and (iii) a Waiver and Third Amendment to our Credit Agreement with ROS whereby ROS waived our failure to achieve the revenue required by Section 8.4.1 of the Credit Agreement for the quarter ended June 30, 2013 in exchange for a fee in the amount of 2% of any principal payment required to be paid pursuant to the Credit Agreement or other loan documents.

The foregoing description of the amendments to our Credit Agreement and Royalty Agreement is qualified in its entirety by reference to the full text of the amendments, which are attached hereto as Exhibits 10.22, 10.23 and 10.24 and incorporated by reference herein. Our Credit Agreement and Royalty Agreement with ROS are attached as exhibits to our Form 8-K filed on August 28, 2012.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No	Description
10.22	Waiver and Second Amendment to Credit Agreement dated August 12, 2013 by and between Bacterin and ROS Acquisition Offshore LP.
10.23	First Amendment to Royalty Agreement dated August 12, 2013, by and between Bacterin and ROS Acquisition Offshore LP.
10.24	Waiver and Third Amendment to Credit Agreement dated August 12, 2013 by and between Bacterin and ROS Acquisition Offshore LP.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 12, 2013

BACTERIN INTERNATIONAL HOLDINGS, INC.

By: /s/ John Gandolfo
Name: John Gandolfo
Title: CFO and Interim Co-CEO

Exhibit Index

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10.24	Waiver and Third Amendment to Credit Agreement dated August 12, 2013 by and between Bacterin and ROS Acquisition Offshore LP.

WAIVER AND SECOND AMENDMENT TO CREDIT AGREEMENT

This **WAIVER AND SECOND AMENDMENT TO CREDIT AGREEMENT** (this "Amendment") is made and entered into as of August 12, 2013 by and among **BACTERIN INTERNATIONAL, INC.**, a Nevada corporation (the "Borrower"), **BACTERIN INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation ("Holdings"), and **ROS ACQUISITION OFFSHORE LP**, a Cayman Islands Exempted Limited Partnership (the "Lender").

WHEREAS, the Borrower and the Lender are party to that certain Credit Agreement, dated as of August 24, 2012 (as amended by that certain First Amendment to Credit Agreement, dated as of May 16, 2013, the "Credit Agreement"), pursuant to which the Lenders have extended credit to the Borrower on the terms set forth therein;

WHEREAS, on April 5, 2013, Guy S. Cook ("Cook") ceased to be employed by Holdings and the Borrower;

WHEREAS, pursuant to Section 9.1.12 of the Credit Agreement, an Event of Default will occur if Holdings and the Borrower do not hire a replacement for Cook approved by the Lender by July 4, 2013 (the "Replacement Deadline");

WHEREAS, the Borrower has requested that the Lender extend the Replacement Deadline by seventy-five (75) days to September 17, 2013; and

WHEREAS, the Lender is willing to extend the Replacement Deadline in connection with amending the Credit Agreement as set forth herein, and Holdings and the Borrower each agrees to such amendment, in each case only upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions; Loan Document.** Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

2. **Amendment.** The Credit Agreement is hereby amended by adding a new Section 7.16 to read in its entirety as follows:

SECTION 7.16 Board Observation Rights.

(a) Holdings and the Borrower shall permit one (1) person representing the Lender (the “Observer”) to attend and observe (but not vote) at all meetings of Holdings’ (or the Borrower’s or any Subsidiary’s, as applicable) board of directors or any committee thereof, whether in person, by telephone or otherwise as requested by the Observer. Holdings and the Borrower shall notify the Observer in writing at least five (5) Business Days in advance (or, if a shorter notice period is reasonably necessary given the circumstances, as soon as possible and in all circumstances at least twenty-four (24) hours in advance) of (i) the date and time for each general or special meeting of any such board of directors or any committee thereof and (ii) the adoption of any resolutions or actions by any such board of directors or any committee thereof by written consent (describing, in reasonable detail, the nature and substance of such action). The general meetings of Holdings’ board of directors shall take place no less than three times per year. Holdings and the Borrower shall concurrently deliver to the Observer all notices and any materials delivered to any such board of directors or any committee thereof in connection with a meeting or action to be taken by written consent, including a draft of any material resolutions or actions proposed to be adopted by written consent. The Observer shall be free prior to such meeting or adoption by written consent to contact the applicable board of directors and/or committee and discuss the pending actions to be taken. Any such board of directors or committee thereof may meet in executive session without the Observer present to the extent such board of directors or committee determines in good faith that each of the issues to be discussed at such session is not appropriate to be discussed with the Observer because (i) such issue directly involves the Loan Documents and discussion thereof would result in a conflict of interest with the Lender with respect thereto or (ii) the discussion of such issue in the presence of the Observer would result in the disclosure of trade secrets or the loss of attorney-client privilege. In the event Holdings or the Borrower excludes the Observer from any meeting or portion thereof or withholds any information or materials related thereto, Holdings and the Borrower shall promptly provide to the Observer a general description, which shall be true and correct in all material respects, of the matters discussed during such meeting or portion thereof at which the Observer was excluded and any such withheld information or materials.

(b) Holdings (or the Borrower or a Subsidiary, as applicable) shall pay the Observer’s reasonable out-of-pocket expenses (including the cost of travel, meals and lodging) in connection with the attendance of such meetings.

(c) The Observer shall be deemed to be a “Receiving Party” for purposes of Sections 7.1 through 7.3 of the Royalty Agreement and shall be subject to the obligations of a “Receiving Party” contained in such sections.

3. **Waiver.** The Lender hereby (i) agrees to extend the Replacement Deadline until September 17, 2013, (ii) waives any Event of Default that would have occurred if a replacement for Cook approved by the Lender were not hired by Holdings and the Borrower by July 4, 2013 and (iii) agrees not to exercise any rights or remedies that may be available to it as a result of the failure of Holdings and the Borrower to hire a replacement for Cook approved by the Lender by July 4, 2013.

4. **Effective Date.** This Amendment shall become effective on the date on which the Lender, the Borrower and Holdings each duly executes a counterpart of this Amendment.

5. **Condition to Effectiveness of Waiver.** To induce the Lender to agree to the terms of Section 3, Holdings and the Borrower agree that they shall hire a replacement for Cook by September 17, 2013, such replacement to be approved in advance in writing by the Lender in the Lender’s sole discretion (the “Condition”). The failure by Holdings and the Borrower to satisfy the Condition shall be an immediate Event of Default.

6. **Expenses.** The Borrower agrees to pay on demand all expenses of the Lender (including, without limitation, the fees and out-of-pocket expenses of Covington & Burling LLP, counsel to the Lender, and of local counsel, if any, who may be retained by or on behalf of the Lender) incurred in connection with the negotiation, preparation, execution and delivery of this Amendment.

7. **Representations and Warranties.** Holdings and the Borrower each represents and warrants to the Lender as follows:

(a) After giving effect to this Amendment, the representations and warranties of the Borrower and the Guarantors contained in the Credit Agreement or any other Loan Document shall, (i) with respect to representations and warranties that contain a materiality qualification, be true and correct in all respects on and as of the date hereof, and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects on and as of the date hereof, and except that the representations and warranties limited by their terms to a specific date shall be true and correct as of such date.

(b) After giving effect to this Amendment, no Default or Event of Default under the Credit Agreement will occur or be continuing (other than any Default or Event of Default that may directly result from a violation of Section 8.4.1 of the Credit Agreement solely with respect to the Fiscal Quarter ending June 30, 2013).

8. **No Implied Amendment or Waiver.** Except as expressly set forth in this Amendment, this Amendment shall not, by implication or otherwise, limit, impair, constitute a waiver of or otherwise affect any rights or remedies of the Lender under the Credit Agreement or the other Loan Documents, or alter, modify, amend or in any way affect any of the terms, obligations or covenants contained in the Credit Agreement or the other Loan Documents, all of which shall continue in full force and effect. Nothing in this Amendment shall be construed to imply any willingness on the part of the Lender to agree to or grant any similar or future amendment, consent or waiver of any of the terms and conditions of the Credit Agreement or the other Loan Documents.

9. **Waiver and Release.** TO INDUCE THE LENDER TO AGREE TO THE TERMS OF THIS AMENDMENT, HOLDINGS AND THE BORROWER EACH REPRESENTS AND WARRANTS THAT AS OF THE DATE HEREOF THERE ARE NO CLAIMS OR OFFSETS AGAINST OR RIGHTS OF RECOUPMENT WITH RESPECT TO OR DEFENSES OR COUNTERCLAIMS TO ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS AND IN ACCORDANCE THEREWITH IT:

(a) WAIVES ANY AND ALL SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DEFENSES OR COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE HEREOF; AND

(b) RELEASES AND DISCHARGES THE LENDER, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS AND ATTORNEYS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL OBLIGATIONS, INDEBTEDNESS, LIABILITIES, CLAIMS, RIGHTS, CAUSES OF ACTION OR DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, WHICH THE BORROWER EVER HAD, NOW HAS, CLAIMS TO HAVE OR MAY HAVE AGAINST ANY RELEASED PARTY ARISING PRIOR TO THE DATE HEREOF AND FROM OR IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

10. **Counterparts; Governing Law.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of such when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by fax transmission or other electronic mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

BACTERIN INTERNATIONAL, INC.,
as the Borrower

By: /s/ John P. Gandolfo
Name: John P. Gandolfo
Title: Chief Financial Officer

BACTERIN INTERNATIONAL HOLDINGS, INC.,
as Holdings and a Guarantor

By: /s/ John P. Gandolfo
Name: John P. Gandolfo
Title: Chief Financial Officer

ROS ACQUISITION OFFSHORE LP,
as the Lender

By ROS Acquisition Offshore GP Ltd.,
its General Partner
By OrbiMed Advisors LLC,
its investment manager

By: /s/ Samuel D. Isaly
Name: Samuel D. Isaly
Title: Managing Member

Signature Page to Waiver and Second Amendment to Credit Agreement

FIRST AMENDMENT TO ROYALTY AGREEMENT

This **FIRST AMENDMENT TO ROYALTY AGREEMENT** (this "Amendment") is made and entered into as of August 12, 2013 by and among **BACTERIN INTERNATIONAL, INC.**, a Nevada corporation ("Bacterin"), and **ROS ACQUISITION OFFSHORE LP**, a Cayman Islands Exempted Limited Partnership ("ROS").

WHEREAS, Bacterin and ROS are party to that certain Royalty Agreement, dated as of August 24, 2012 (the "Royalty Agreement"); and

WHEREAS, Bacterin and ROS desire to amend certain provisions of the Royalty Agreement as provided in this Amendment;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bacterin and ROS hereto agree as follows:

1. **Definitions; Loan Document.** Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Royalty Agreement. This Amendment shall constitute a Loan Document for all purposes of the Royalty Agreement and the other Loan Documents.

2. **Amendment to Section 1.1.** Section 1.1 of the Royalty Agreement is hereby amended by amending and restating the definitions of "Confidential Information" and "Receiving Party" to read in their respective entireties as follows:

“Confidential Information” means any and all information or material (whether written or oral, or in electronic or other form) that, at any time before, on or after the Closing Date, has been or is provided or communicated to the Receiving Party by or on behalf of the Disclosing Party.”

“Receiving Party” means the Party receiving Confidential Information which, in the case of ROS, shall be deemed to mean ROS and its employees, officers, directors and any persons designated by it as board observers (each, a "Representative").”

3. **Amendment to Section 7.1.** Section 7.1 of the Royalty Agreement is hereby amended by adding the following two sentences to the end of such Section:

“A Receiving Party shall also be permitted to disclose Confidential Information that is, in the opinion of its counsel, required to be disclosed pursuant to Law or Judgment binding upon the Receiving Party or pursuant to the requirement or request of any Governmental Authority. ROS shall be responsible for any breach of this Section 7.1 by any of its Representatives.”

4. **Amendment to Section 7.2.** Section 7.2 of the Royalty Agreement is hereby amended and restated to read in its entirety as follows:

“SECTION 7.2 Exceptions to Confidentiality. The following information shall not be deemed to be Confidential Information of the Disclosing Party:

(a) information that is or hereafter becomes part of the public domain (other than as a result of a disclosure by the Receiving Party or its Recipients in violation of this Royalty Agreement);

(b) information that is received from a Third Party without restriction on disclosure and without, to the knowledge of the Receiving Party, breach of any agreement between such Third Party and the Disclosing Party;

(c) information that the Receiving Party can demonstrate by competent evidence was already in its possession without any limitation on disclosure prior to its receipt from the Disclosing Party;

(d) information that is generally made available to Third Parties by the Disclosing Party without restriction on disclosure; or

(e) information that the Receiving Party can demonstrate by competent evidence was independently developed by the Receiving Party.”

5. **Effective Date.** This Amendment shall become effective on the date on which Bacterin and ROS each duly executes a counterpart of this Amendment.

6. **Expenses.** Bacterin agrees to pay on demand all expenses of ROS (including, without limitation, the fees and out-of-pocket expenses of Covington & Burling LLP, counsel to ROS, and of local counsel, if any, who may be retained by or on behalf of ROS) incurred in connection with the negotiation, preparation, execution and delivery of this Amendment.

7. **No Implied Amendment or Waiver.** Except as expressly set forth in this Amendment, this Amendment shall not, by implication or otherwise, limit, impair, constitute a waiver of or otherwise affect any rights or remedies of Bacterin or ROS under the Royalty Agreement or the other Loan Documents, or alter, modify, amend or in any way affect any of the terms, obligations or covenants contained in the Royalty Agreement or the other Loan Documents, all of which shall continue in full force and effect. Nothing in this Amendment shall be construed to imply any willingness on the part of either Bacterin or ROS to agree to or grant any similar or future amendment, consent or waiver of any of the terms and conditions of the Royalty Agreement or the other Loan Documents.

8. **Counterparts; Governing Law.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of such when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by fax transmission or other electronic mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

BACTERIN INTERNATIONAL, INC.

By: /s/ John P. Gandolfo
Name: John P. Gandolfo
Title: Chief Financial Officer

ROS ACQUISITION OFFSHORE LP

By ROS Acquisition Offshore GP Ltd.,
its General Partner

By OrbiMed Advisors LLC,
its investment manager

By: /s/ Samuel D. Isaly
Name: Samuel D. Isaly
Title: Managing Member

Signature Page to First Amendment to Royalty Agreement

WAIVER AND THIRD AMENDMENT TO CREDIT AGREEMENT

This **WAIVER AND THIRD AMENDMENT TO CREDIT AGREEMENT** (this "Amendment") is made and entered into as of August 12, 2013 by and between **BACTERIN INTERNATIONAL, INC.**, a Nevada corporation (the "Borrower"), and **ROS ACQUISITION OFFSHORE LP**, a Cayman Islands Exempted Limited Partnership (the "Lender").

WHEREAS, the Borrower and the Lender are party to that certain Credit Agreement, dated as of August 24, 2012 (as amended by that certain First Amendment to Credit Agreement, dated as of May 16, 2013, and as further amended by that certain Waiver and Second Amendment to Credit Agreement, dated as of August 12, 2013, the "Credit Agreement"), pursuant to which the Lenders have extended credit to the Borrower on the terms set forth therein;

WHEREAS, the Borrower has advised the Lender that the Revenue Base for the Fiscal Quarter ended June 30, 2013 was less than the Minimum Revenue Base required for such Fiscal Quarter under Section 8.4.1 of the Credit Agreement, and therefore an Event of Default has occurred under Section 9.1.3 of the Credit Agreement (the "Existing Default");

WHEREAS, the Borrower has requested that the Lender waive the Existing Default; and

WHEREAS, the Lender is willing to waive the Existing Default in connection with amending the Credit Agreement as set forth herein, and the Borrower agrees to such amendment, in each case only upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions; Loan Document.** Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

2. **Amendment to Section 3.2.** The last two sentences of Section 3.2 of the Credit Agreement are hereby amended and restated in their entirety to read as follows:

At such time as the Borrower pays, prepays or repays, or is required to pay, prepay or repay, any principal amount of the Loans, whether on the Maturity Date or otherwise, whether voluntarily or involuntarily (if involuntarily, whether required by this Agreement, the Royalty Agreement or any other Loan Document) and whether before or after acceleration of the Obligations, including without limitation any payment pursuant to any provision of this Section 3.2, the Borrower shall pay to the Lender a fee in the amount equal to 3.5% of the aggregate principal amount of such payment, prepayment or repayment. For the avoidance of doubt, any such fees paid by the Borrower to the Lender shall not be included in clause (ii) of the definition of "Recovered Amount" for purposes of the Royalty Agreement.

3. **Waiver.** The Lender hereby waives the Existing Default and agrees not to exercise any rights or remedies that may be available to it as a result of the occurrence thereof.

4. **Conditions to Effectiveness of Amendment.** This Amendment, including the Lender's consent to the Waiver in Section 3 of this Amendment, shall become effective upon receipt by the Lender of a counterpart signature to this Amendment duly executed and delivered by the Borrower.

5. **Expenses.** The Borrower agrees to pay on demand all expenses of the Lender (including, without limitation, the fees and out-of-pocket expenses of Covington & Burling LLP, counsel to the Lender, and of local counsel, if any, who may be retained by or on behalf of the Lender) incurred in connection with the negotiation, preparation, execution and delivery of this Amendment.

6. **Representations and Warranties.** The Borrower represents and warrants to the Lender as follows:

(a) After giving effect to this Amendment, the representations and warranties of the Borrower and the Guarantors contained in the Credit Agreement or any other Loan Document shall, (i) with respect to representations and warranties that contain a materiality qualification, be true and correct in all respects on and as of the date hereof, and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects on and as of the date hereof, and except that the representations and warranties limited by their terms to a specific date shall be true and correct as of such date.

(b) After giving effect to this Amendment, no Default or Event of Default under the Credit Agreement will occur or be continuing.

7. **No Implied Amendment or Waiver.** Except as expressly set forth in this Amendment, this Amendment shall not, by implication or otherwise, limit, impair, constitute a waiver of or otherwise affect any rights or remedies of the Lender under the Credit Agreement or the other Loan Documents, or alter, modify, amend or in any way affect any of the terms, obligations or covenants contained in the Credit Agreement or the other Loan Documents, all of which shall continue in full force and effect. Nothing in this Amendment shall be construed to imply any willingness on the part of the Lender to agree to or grant any similar or future amendment, consent or waiver of any of the terms and conditions of the Credit Agreement or the other Loan Documents.

8. **Waiver and Release.** TO INDUCE THE LENDER TO AGREE TO THE TERMS OF THIS AMENDMENT, THE BORROWER REPRESENTS AND WARRANTS THAT AS OF THE DATE HEREOF THERE ARE NO CLAIMS OR OFFSETS AGAINST OR RIGHTS OF RECOUPMENT WITH RESPECT TO OR DEFENSES OR COUNTERCLAIMS TO ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS AND IN ACCORDANCE THEREWITH IT:

(a) WAIVES ANY AND ALL SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DEFENSES OR COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE HEREOF; AND

(b) RELEASES AND DISCHARGES THE LENDER, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS AND ATTORNEYS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL OBLIGATIONS, INDEBTEDNESS, LIABILITIES, CLAIMS, RIGHTS, CAUSES OF ACTION OR DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, WHICH THE BORROWER EVER HAD, NOW HAS, CLAIMS TO HAVE OR MAY HAVE AGAINST ANY RELEASED PARTY ARISING PRIOR TO THE DATE HEREOF AND FROM OR IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

9. **Counterparts; Governing Law.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of such when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by fax transmission or other electronic mail transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

BACTERIN INTERNATIONAL, INC.,
as the Borrower

By: /s/ John P. Gandolfo
Name: John P. Gandolfo
Title: Chief Financial Officer

ROS ACQUISITION OFFSHORE LP,
as the Lender

By ROS Acquisition Offshore GP Ltd.,
its General Partner

By OrbiMed Advisors LLC,
its investment manager

By: /s/ Samuel D. Isaly
Name: Samuel D. Isaly
Title: Managing Member

Signature Page to Waiver and Third Amendment to Credit Agreement
