UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Quarterly Period Ended September 30, 2011

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____to_____

Commission file number 0-52491

MIMEDX GROUP, INC.

(Exact name of registrant as specified in its charter)

Florida	**26-2792552**
(State or other jurisdiction of incorporation)	(I.R.S. Employer Identification Number)
60 Chastain Center Blvd., Suite 60 **Kennesaw, GA**	**30144**
(Address of principal executive offices)	(Zip Code)

(678) 384-6720
Registrant's telephone number, including area code

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer o	Non-accelerated filer o	Smaller reporting company x
		(Do not check if a smaller reporting company)	

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

As of October 31, 2011, there were 74,256,895 shares outstanding of the registrant's common stock.

MIMEDX GROUP, INC.

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MIMEDX GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS

ASSETS

	September 30, 2011 (unaudited)	December 31, 2010
Current assets:		
Cash and cash equivalents	$ 637,192	$ 1,340,922
Accounts receivable, net	1,501,565	162,376
Inventory	609,139	111,554
Prepaid expenses and other current assets	254,694	90,946
Total current assets	3,002,590	1,705,798
Property and equipment, net of accumulated depreciation of $1,775,925 and $1,392,704, respectively	916,871	756,956
Goodwill	4,040,443	857,597
Intangible assets, net of accumulated amortization of $3,134,538 and $2,132,606, respectively	15,424,462	3,929,394
Deposits and other long term assets	167,257	102,500
Total assets	$ 23,551,623	$ 7,352,245

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:		
Accounts payable and accrued expenses	$ 1,877,402	$ 848,285
Convertible notes, plus accrued interest of $3,432	-	403,432
Notes payable, plus accrued interest of $268	37,398	-
Deferred rent current	6,620	-
Customer deposits	14,725	-
Current portion of convertible debt, net of unamortized discount of $245,296 plus accrued interest of $36,712	1,041,416	-
Current portion of earn-out liability payable In MiMedx common stock	3,850,000	-
Total current liabilities	6,827,561	1,251,717
Earn-out liability payable in MiMedx common stock, net of current portion	3,554,700	-
Convertible line of credit with related party, net of unamortized discount of $52,698 plus accrued interest of $21,042	1,268,344	-
Other liabilities	48,862	-
Total liabilities	11,699,467	1,251,717
Commitments and contingency (Note 11)	-	-
Stockholders' equity:		
Preferred stock; $.001 par value; 5,000,000 shares authorized and 0 shares issued and outstanding	-	-
Common stock; $.001 par value; 100,000,000 shares authorized; 74,306,895 issued and 74,256,895 outstanding for 2011 and 64,381,910 issued and 64,331,910 outstanding for 2010	74,307	64,382
Additional paid-in capital	71,247,000	57,888,506
Treasury stock (50,000 shares at cost)	(25,000)	(25,000)
Accumulated deficit	(59,444,151)	(51,827,360)
Total stockholders' equity	11,852,156	6,100,528
Total liabilities and stockholders' equity	$ 23,551,623	$ 7,352,245

See notes to condensed consolidated financial statements

MIMEDX GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2011	2010	2011	2010
REVENUES:				
Net sales	$ 2,152,094	$ 108,027	$ 5,124,980	$ 544,956
OPERATING COSTS AND EXPENSES:				
Cost of products sold	843,366	539,697	2,291,647	1,355,210
Research and development expenses	485,236	842,929	1,995,626	2,168,043
Selling, general and administrative expenses	2,475,849	1,579,259	8,162,847	5,121,933
LOSS FROM OPERATIONS	(1,652,357)	(2,853,858)	(7,325,140)	(8,100,230)
OTHER INCOME (EXPENSE), net				
Interest (expense) income, net	(113,366)	(584)	(291,651)	(592,866)
LOSS BEFORE INCOME TAXES	(1,765,723)	(2,854,442)	(7,616,791)	(8,693,096)
Income taxes	-	-	-	-
NET LOSS	$ (1,765,723)	$ (2,854,442)	$ (7,616,791)	$ (8,693,096)
Net loss per common share				
Basic and diluted	$ (0.02)	$ (0.05)	$ (0.11)	$ (0.15)
Shares used in computing net loss per common share				
Basic and diluted	73,767,674	61,049,942	72,082,605	57,874,093

See notes to condensed consolidated financial statements

MIMEDX GROUP, INC. AND SUBSIDARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(unaudited)

	Convertible Preferred Stock Series A		Common Stock		Additional Paid-in	Treasury	Accumulated	
	Shares	Amount	Shares	Amount	Capital	Stock	Deficit	Total
Balances, December 31, 2010	-	-	64,381,910	$ 64,382	$57,888,506	$ (25,000)	$(51,827,360)	$ 6,100,528
Employee share-based compensation expense	-	-	-	-	1,032,261	-	-	1,032,261
Other share-based compensation expense	-	-	-	-	285,154	-	-	285,154
Exercise of stock options	-	-	490,000	490	295,263	-	-	295,753
Sale of common stock and warrants (net of $34,733 of offering costs)	-	-	3,778,321	3,779	3,739,809	-	-	3,743,588
Shares issued in conjunction with conversion of convertible debt	-	-	406,664	406	406,257	-	-	406,663
Shares issued in conjunction with acquisition of Surgical Biologics, LLC	-	-	5,250,000	5,250	7,082,250	-	-	7,087,500
Beneficial conversion feature recognized on convertible debt	-	-	-	-	437,500	-	-	437,500
Discount on benefical conversion feature recognized on line of credit	-	-	-	-	80,000	-	-	80,000
Net loss for the peiod	-	-	-	-	-	-	(7,616,791)	(7,616,791)
Balances, September 30, 2011	-	$ -	74,306,895	$ 74,307	$71,247,000	$ (25,000)	$(59,444,151)	$11,852,156

See notes to condensed consolidated financial statements

MIMEDX GROUP, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Nine Months Ended September 30, 2011	2010
Cash flows from operating activities:		
Net loss	$ (7,616,791)	$ (8,693,096)
Adjustments to reconcile net loss to net cash flows from operating activities, net of effects of acquisition:		
Depreciation	330,851	337,594
Amortization of intangible assets	1,001,931	500,949
Amortization of debt discount and deferred financing costs	246,807	499,610
Employee share-based compensation expense	1,032,261	731,216
Other share-based compensation expense	285,154	105,062
Increase (decrease) in cash resulting from changes in:		
Accounts receivable	(818,102)	(230,731)
Inventory	(150,479)	(86,901)
Prepaid expenses and other current assets	(161,010)	(2,392)
Other assets	(48,174)	57,957
Accounts payable and accrued expenses	833,013	609,276
Accrued interest	65,281	-
Other liabilities	(9,825)	-
Net cash flows from operating activities	(5,009,083)	(6,171,456)
Cash flows from investing activities:		
Purchases of equipment	(417,900)	(149,183)
Cash paid for acquisition, net of cash aquired of $33,583	(466,417)	-
Net cash flows from investing activities	(884,317)	(149,183)
Cash flows from financing activities:		
Proceeds from Note Payable with related party	1,300,000	-
Repayment of Line of Credit	(99,000)	-
Repayment of Notes Payable	(50,671)	-
Proceeds from sale of common stock and warrants and common stock with registration rights, net	3,743,588	785,000
Proceeds from exercise of stock options	295,753	102,626
Proceeds from exercise of warrants	-	3,207,969
Net cash flows from financing activities	5,189,670	4,095,595
Net change in cash	(703,730)	(2,225,044)
Cash, beginning of period	1,340,922	2,653,537
Cash, end of period	$ 637,192	$ 428,493
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 4,842	$ -
Cash paid for income taxes	$ -	$ -

Supplemental disclosure of non-cash financing activity:

During the nine months ended September 30, 2011:

* the Company converted its outstanding convertible debt and accrued interest to equity by issuing 406,664 shares of common stock

* the Company issued 5,250,000 shares of stock valued at $7,087,500 in conjunction with its acquisition of Surgical Biologics, LLC

* the Company recognized a beneficial conversion feature valued at $437,500 related to the convertible debt issued with regard to its acquisition of Surgical Biologics, LLC

* the Company recognized a beneficial conversion feature valued at $80,000 related to the convertible debt issued with regard the Note Payable to related party

During the nine months ended September 30, 2010:

* the Company converted its outstanding convertible debt and accrued interest to equity by issuing 7,135,114 shares of common stock

* the Company recognized the amortization of debt discount and deferred financing costs related to the conversion of convertible debt in the amount of $599,001.

See notes to condensed consolidated financial statements

MIMEDX GROUP, INC.
NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2011 AND 2010

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulations S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of the results of operations for the periods presented have been included. Operating results for the three and nine months ended September 30, 2011 and 2010, are not necessarily indicative of the results that may be expected for the fiscal year. The balance sheet at December 31, 2010, has been derived from the audited consolidated financial statements at that date, but does not include all of the information and footnotes required by GAAP for complete financial statements.

You should read these condensed consolidated financial statements together with the historical consolidated financial statements of the Company for the year ended December 31, 2010 included in our Annual Report on Form 10-K for the year ended December 31, 2010, filed with the Securities and Exchange Commission ("SEC") on March 31, 2011.

The Company operates in one business segment, Biomaterials, which includes the design, manufacture, and marketing of products and amnion tissue processing for a variety of surgical applications using the Company's proprietary biomaterials—CollaFix™, HydroFix™, EpiFix® and AmnioFix®.

2. Significant accounting policies

Please see the Company's 10-K filing for the fiscal year ended December 31, 2010 for a description of all significant accounting policies.

Revenue Recognition

The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Subtopic 605-10-S99, "Revenue Recognition".

Sales revenue is recognized when the products are shipped. Advance payments received for products are recorded as deferred revenue and are generally recognized when the product is shipped. The Company reduces sales revenue for estimated customer returns and other allowances. The Company recorded approximately $21,700 and $5,100 for net sales returns provisions for the three months ended September 30, 2011 and 2010, respectively. For the nine months ended September 30, 2011 and 2010, there were net sales returns provisions of $42,500 and $29,500, respectively.

Net loss per share

Basic net loss per common share is computed using the weighted-average number of common shares outstanding during the period. Diluted net loss per common share is computed using the weighted-average number of common and dilutive common equivalent shares from stock options, warrants and convertible debt using the treasury stock method. For all periods presented, diluted net loss per share is the same as basic net loss per share, as the inclusion of equivalent shares from outstanding common stock options, warrants and convertible debt would be anti-dilutive.

The following table sets forth the computation of basic and diluted net loss per share:

	Three months ended September 30,		Nine months ended September 30,	
	2011	**2010**	**2011**	**2010**
Net loss	$ (1,765,723)	$ (2,854,442)	$ (7,616,791)	$ (8,693,096)
Denominator for basic earnings per share - weighted average shares	73,767,674	61,049,942	72,082,605	57,874,093
Effect of dilutive securities: Stock options and warrants outstanding and convertible debt [a]	—	—	—	—
Denominator for diluted earnings per share - weighted average shares adjusted for dilutive securities	73,767,674	61,049,942	72,082,605	57,874,093
Loss per common share - basic and diluted	$ (0.02)	$ (0.05)	$ (0.11)	$ (0.15)

(a) Securities outstanding that were excluded from the computation, because they would have been anti-dilutive are as follows:

	September 30, 2011	**September 30, 2010**
Outstanding Stock Options	10,355,000	8,255,650
Outstanding Warrants	8,096,417	4,426,185
Convertible line of credit with related party	1,300,000	—
Convertible Debt, promissory note	1,250,000	—
	21,001,417	12,681,835

Goodwill

The Company accounts for goodwill under the provisions of FASB ASC Topic 350, “Intangibles – Goodwill and Other” (ASC 350). Goodwill is not amortized, but is subject to impairment tests on an annual basis or at an interim date if certain events or circumstances indicate that the asset might be impaired. The most recent annual test as of December 31, 2010, indicated that goodwill was not impaired. There were no indicators of impairment as of September 30, 2011.

Recently adopted accounting pronouncements

In December 2010, the FASB issued Accounting Standards Update (ASU) 2010-28: Intangibles — Goodwill and Other: When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts (Topic 350). The amendments to the Codification in this update modify Step 1 of the goodwill impairment test for reporting units with zero or negative carrying amounts. For those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. Goodwill of a reporting unit is required to be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. This update is effective starting in the first quarter of 2011 with early adoption not permitted. Adoption of this update had no impact on our financial statements.

In December 2010, the FASB issued ASU 2010-29: Business Combinations: Disclosure of Supplementary Pro Forma Information for Business Combinations (Topic 805). The amendments to the Codification in this ASU apply to any public entity that enters into business combination that are material on an individual or aggregate basis and specify that the entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The update also expands the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The update is effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning in January 2011 with early adoption permitted. We adopted this update for the acquisition completed in 2011.

Recently issued accounting pronouncements not yet adopted

In September 2011, the FASB issued ASU Update No. 2011-08, Intangibles – Goodwill and Other (Topic 350): Testing Goodwill for Impairment. The amendment simplifies how entities test goodwill for impairment. The amendments in the Update permit an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test described in Topic 350. The more-likely-than-not threshold is defined as having a likelihood of more than 50 percent. Previous guidance under Topic 350 required an entity to test goodwill for impairment, on at least an annual basis, by comparing the fair value of a reporting unit with its carrying amount, including goodwill (step one). If the fair value of a reporting unit is less than its carrying amount, then the second step of the test must be performed to measure the amount of the impairment loss, if any. Under the amendments in this Update, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. The amendments are effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, and early adoption is permitted. Its adoption is not expected to significantly impact the Company's consolidated financial statements.

In June 2011, the FASB issued ASU Update No. 2011-05, Comprehensive Income (Topic 220): Presentation of Comprehensive Income. The amendments to the Codification in this ASU will require companies to present the components of net income and other comprehensive income either as one continuous statement or as two consecutive statements. It eliminates the option to present components of other comprehensive income as part of the statement of changes in stockholders' equity. The standard does not change the items which must be reported in other comprehensive income, how such items are measured or when they must be reclassified to net income. This standard is effective for interim and annual periods beginning after December 15, 2011. Because this ASU impacts presentation only, it will have no effect on our financial condition, results of operations or cash flows.

In May 2011, the FASB issued ASU 2011-04, Fair Value Measurements (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and International Financial Reporting Standards ("IFRS"). The amendments to the Codification in this ASU will provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and IFRS. ASU 2011-04 changes certain fair value measurement principles and enhances the disclosure requirements particularly for Level 3 fair value measurements. This guidance is effective for the Company beginning on January 1, 2012. Its adoption is not expected to significantly impact the Company's consolidated financial statements.

3. Liquidity and management's plans

The Company raised approximately $145,000 through a private placement during the quarter ended September 30, 2011. In addition, on October 25, 2011, the Company's Chairman and CEO signed a loan commitment whereby the CEO will provide the Company, or to obtain other lenders to loan for the Company's general working capital purposes, a line of credit of up to $1,500,000 less any amounts subscribed for by any other lenders.

As of September 30, 2011, the Company had approximately $637,000 of cash and cash equivalents. The Company reported total current assets of approximately $3,003,000 and current liabilities payable in cash of approximately $2,978,000 after adjusting for the short term earn-out liability payable in MiMedx common stock in the second quarter of 2012. The Company believes that its anticipated cash from operations and existing cash and cash equivalents, and the line of credit will enable the Company to meet its operational liquidity needs, fund its planned investing activities and pay its debt when due for the next twelve months.

4. Acquisition of Surgical Biologics, LLC

On December 21, 2010, we entered into an Agreement and Plan of Merger ("the Merger Agreement") with Membrane Products Holdings, LLC and OnRamp Capital Investments, LLC, the owners of Surgical Biologics, LLC ("Surgical Biologics"), a privately held company headquartered in Kennesaw, Georgia. This transaction closed on January 5, 2011 and as a result we acquired all of the outstanding shares of Surgical Biologics in exchange for $500,000 cash, a total of $1,250,000 in 4% Convertible Secured Promissory Notes, and $7,087,500 in stock, represented by 5,250,000 shares of our common stock (525,000 of which were held in escrow for the purpose of securing the indemnification obligations outlined in the Merger Agreement). Contingent consideration may be payable in a formula determined by sales and certain expenses for the years 2011 and 2012. The contingent consideration was valued at $7,404,700 and is shown in the schedule below as fair value of earn-out. We completed the acquisition of Surgical Biologics in an effort to extend our biomaterials product lines.

In total, the 4% Convertible Promissory Notes are convertible into up to 1,250,000 shares of the Company's common stock at $1.00 per share (a) at any time upon the election of the holder of the Convertible Notes; or (b) at the election of the Company, at any such time as the closing price per share of the Company's common stock (as reported by the OTCBB or on any national securities exchange on which the Company's shares may be listed, as the case may be) closes at no less than $1.75 per share for not less than 20 consecutive trading days in any period prior to the maturity date. If converted, the Common Stock will be available to be sold following satisfaction of the applicable conditions as set forth in Rule 144. The 4% Convertible Promissory Notes mature in eighteen (18) months and earn interest at 4% per annum on the outstanding principal amount payable in cash on the maturity date or convertible into shares of common stock of the Company as provided for above. The 4% Convertible Promissory Notes are secured by a security interest in the Intellectual Property, including the Patents and know-how and trade secrets related thereto, owned by, or exclusively licensed to, Surgical Biologics, LLC.

The Company has evaluated the 4% Convertible Promissory Notes for accounting purposes under GAAP and has determined that the conversion feature meets the conventional-convertible exemption and, accordingly, bifurcation and fair-value measurement of the conversion feature is not required. We are required to re-evaluate this conclusion upon each financial statement closing date while the 4% Convertible Promissory Notes are outstanding. Notwithstanding, the 4% Convertible Promissory Notes were issued with a beneficial conversion feature having an intrinsic value of $437,500. The intrinsic value of the beneficial conversion feature was determined by comparing the contracted conversion price to the fair value of the common on the date the respective 4% Convertible Promissory Notes were issued. A beneficial conversion feature only exists when the embedded conversion feature is "in-the-money" at the commitment date.

As a result of the beneficial conversion feature, the 4% Convertible Promissory Notes were recorded net of a discount of $437,500 related to the beneficial conversion feature, the offset of which is recorded in paid-in capital, and the discount will be amortized through periodic charges to interest expense over the tem of the 4% Convertible Notes using the effective interest method.

The contingent consideration which was valued at $7,404,700 was classified as a liability. The Company has evaluated the contingent consideration for accounting purposes under GAAP and has determined that the contingent consideration is within the scope of ASC 480 Distinguishing Liabilities from Equity whereby a financial instrument other than an outstanding share, that embodies a conditional obligation that the issuer may settle by issuing a variable number of its equity shares, shall be classified as a liability if, at inception, the monetary value of the obligation is based solely or predominantly on variations in something other than the fair value of the issuer's equity shares.

The actual purchase price was based on cash paid, the fair value of our stock on the date of the Surgical Biologics acquisition, and direct costs associated with the combination. The actual purchase price was allocated as follows:

Value of 5,250,000 shares issued at $1.35 per share	$ 7,087,500
Cash paid at closing	350,000
Cash retained for working capital	150,000
Assumed Debt	182,777
Convertible Secured Promissory Note	1,250,000
Fair value of earn-out	7,404,700
Total fair value of purchase price	$ 16,424,977
Assets purchased:	
Tangible assets:	
Working capital, net of assumed debt	$ 671,880
Other assets, net	385
Property, plant and equipment	72,866
	745,131
Intangible assets:	
Customer relationships	3,520,000
Supplier relationships	241,000
Patents and know-how	5,530,000
Trade names and trademarks	1,008,000
In-process research and development – liquid	2,160,000
In-process research and development – other	25,000
Licenses and permits	13,000
	12,497,000
Goodwill	3,182,846
Total Assets Purchased	$ 16,424,977

Working capital and other assets were composed of the following:

Working capital:		
Cash	$	33,583
Prepaid Expenses		2,738
Accounts Receivable		181,087
License Receivable		340,000
Inventory		347,106
Accounts payable and accrued expenses		(196,101)
Deferred rent and customer deposits		(36,533)
Debt-free working capital		671,880
Current portion of debt		(62,590)
Long-term debt		(21,187)
Line of credit		(99,000)
Net working capital	$	489,103
Deposits	$	16,582
Deferred rent (non-current)		(16,197)
	$	385

The combination was accounted for as a purchase business combination as defined by FASB Topic 805 – Business Combinations. The allocation of the purchase price to the assets acquired and liabilities assumed was based on an independent valuation report obtained by us.

The values assigned to intangible assets are subject to amortization. The intangible assets were assigned the following lives for amortization purposes:

Intangible asset:	Estimated useful life (in years)
Customer relationships	14
Supplier relationships	14
Patents and know-how	14
Trade names and trademarks	indefinite
In-process research and development – liquid	indefinite
In-process research and development – other	indefinite
Licenses and permits	3

Goodwill consists of the excess of the purchase price paid over the identifiable net assets and liabilities acquired at fair value. Goodwill was determined using the residual method based on an independent appraisal of the assets and liabilities acquired in the transaction. Goodwill is tested for impairment as defined by FASB Topic 350 – Intangibles – Goodwill and Other.

Pro Forma Financial Information

The following unaudited Pro Forma summary financial information presents the consolidated results of operations as if the acquisition of Surgical Biologics had occurred on January 1, 2010. The Pro Forma results are shown for illustrative purposes only and do not purport to be indicative of the results that would have been reported if the acquisition had occurred on the date indicated or indicative of the results that may occur in the future.

ProForma information for the three and nine months ended September 30, 2011 and 2010 are as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Revenues	$ 2,152,000	$ 670,000	$ 5,125,000	$ 2,324,000
Net income (loss)	$ (1,766,000)	$ (3,045,000)	$ (7,381,000)	$ (9,475,000)
(Loss) per share	$ (0.02)	$ (0.05)	$ (0.10)	$ (0.15)

The 2011 supplemental pro forma earnings for the nine months ended September 30, 2011 were adjusted to exclude $236,000 of acquisition-related legal, audit and accounting costs. The supplemental pro forma earnings for the three and nine months ended September 30, 2010 were adjusted to include $70,000 and $192,000, respectively, of amortization of deferred financing costs related to the $1,250,000 note payable, $167,000 and $501,000, respectively, of amortization costs related to $9,304,000 in recorded intangible assets with defined useful lives and $0 and $236,000, respectively, of acquisition related legal, audit and accounting costs which was included in the reported Net Income for the quarter ended March 31, 2011 as a result of the acquisition. The shares outstanding used in calculating the loss per share for the 2010 periods were adjusted to include 5,250,000 shares issued as part of the purchase price and assumed issued on January 1, 2010.

5. Inventories

Inventories consisted of the following items as of September 30, 2011, and December 31, 2010:

	September 30, 2011	December 31, 2010
Raw materials	$ 139,207	$ 61,332
Work in process	174,065	42,241
Finished goods	295,867	7,981
Total	$ 609,139	$ 111,554

6. Intangible assets and royalty agreement

Intangible assets activity is summarized as follows:

		September 30, 2011			December 31, 2010		
	Weighted Average Amortization Lives	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Intangible assets subject to amortization:							
License-Shriners Hsp for Children & USF Research	10 years	**$ 996,000**	**$ (463,133)**	**$ 532,867**	$ 996,000	$ (388,433)	$ 607,567
License - SaluMedica LLC Spine Repair	10 years	**2,399,000**	**(1,239,569)**	**1,159,431**	2,399,000	(1,017,557)	1,381,443
License - Polyvinyl Alcohol Cryogel	10 years	**2,667,000**	**(930,854)**	**1,736,146**	2,667,000	(726,616)	1,940,384
Customer Relationships	14 years	**3,520,000**	**(188,571)**	**3,331,429**	—	—	—
Supplier Relationships	14 years	**241,000**	**(12,911)**	**228,089**	—	—	—
Patents & Know-How	14 years	**5,530,000**	**(296,250)**	**5,233,750**	—	—	—
Licenses/Permits	3 years	**13,000**	**(3,250)**	**9,750**	—	—	—
		15,366,000	**(3,134,538)**	**12,231,462**	6,062,000	(2,132,606)	3,929,394
Intangible assets not subject to amortization:							
Trade Names/Trademarks	indefinite	**1,008,000**	**—**	**1,008,000**	—	—	—
In-process Research & Development-Liquid	indefinite	**2,160,000**	**—**	**2,160,000**	—	—	—
In-process Research & Development-Other	indefinite	**25,000**	**—**	**25,000**	—	—	—
		$ 18,559,000	**$ (3,134,538)**	**$ 15,424,462**	$ 6,062,000	$ (2,132,606)	$ 3,929,394

(a) On January 29, 2007, the Company acquired a license from Shriners Hospitals for Children and University of South Florida Research Foundation, Inc. The acquisition price of this license was a one-time fee of $100,000 and 1,120,000 shares of common stock valued at $896,000 (based upon the estimated fair value of the common stock on the transaction date). Within 30 days after the receipt by the Company of approval by the FDA allowing the sale of the first licensed product, the Company is required to pay an additional $200,000 to the licensor. Due to its contingent nature, this amount is not recorded as a liability. The Company will also be required to pay a royalty of 3% on all commercial sales revenues from the licensed products.

(b) License from SaluMedica, LLC (SaluMedica) for the use of certain developed technologies related to spine repair. This license was acquired through the acquisition of SpineMedica Corp.

(c) On March 31, 2008, the Company entered into a license agreement for the use of certain developed technologies related to surgical sheets made of polyvinyl alcohol cryogel. The acquisition price of the asset was 400,000 shares of common stock valued at $2,596,000 (based upon the closing price of the common stock on the transaction date). The agreement also provides for the issuance of an additional 600,000 shares upon the Company meeting certain milestones related to future sales. On December 31, 2009, the Company completed the sale of its first commercial product and met its first milestone under this agreement. As a result, the Company issued an additional 100,000 shares of common stock to the licensor valued at $71,000. At September 30, 2011 and 2010, there are no additional amounts accrued for this obligation due to its contingent nature.

(d) On January 5, 2011, the Company acquired Surgical Biologics, LLC. As a result, the Company recorded intangible assets for customer and supplier relationships, patents and know-how, licenses/permits, trade names and trademarks and in-process research and development.

Estimated future amortization expense related to the September 30, 2011 net carrying amount of $12,231,462 for intangible assets subject to amortization is as follows:

Year ending December 31,	Estimated Amortization Expense
2011 (1)	$ 333,977
2012	1,335,909
2013	1,335,909
2014	1,331,575
2015	1,225,337
Thereafter	6,668,755
	$ 12,231,462

(1) Estimated amortization expense for the year ending December 31, 2011 includes only amortization to be recorded after September 30, 2011.

7. Debt

3% Convertible Senior Secured Promissory Notes

In April 2009, the Company commenced a private placement to sell 3% Convertible Senior Secured Promissory Notes (the "Senior Notes") to accredited investors. The offering was completed on June 17, 2009, and the Company received aggregate proceeds of $3,472,000, representing the face value of the Notes. The aggregate proceeds include $250,000 of Senior Notes sold to the Chairman of the Board, President and CEO, and $150,000 of Senior Notes sold to a director.

The Senior Notes were convertible into up to 6,944,000 shares of the Company's common stock at $.50 per share (a) at any time upon the election of the holder of the Senior Notes; (b) automatically in the event of a merger transaction; or (c) at the election of the Company, at such time as the closing price per share of the Company's common stock closes at not less than $1.50 for not less than 20 consecutive trading days in any period prior to the maturity date. Once converted, the Common Stock may be sold following satisfaction of the applicable conditions set forth in Rule 144. Maturity was set for three years and interest was earned at 3% per annum on the outstanding principal amount payable in cash on the maturity date or convertible into shares of common stock. The Senior Notes were secured by a first priority lien on all of the assets, including intellectual property, of MiMedx, Inc.

The Company evaluated the Senior Notes for accounting purposes under GAAP and determined that the conversion feature met the conventional-convertible exemption and, accordingly, bifurcation and fair-value measurement of the conversion feature was not required. Notwithstanding, the Senior Notes were issued with a beneficial conversion feature, having an intrinsic value of approximately $676,500. Accordingly, the Senior Notes were recorded net of a discount of $676,500, the offset of which was recorded in paid-in capital, with the discount amortized through periodic charges to interest expense during the term of the Senior Notes using the effective interest method.

In conjunction with the offering, the Company incurred total placement fees of $236,614, consisting of $138,040 in cash and $98,574 representing the fair value of 315,520 common stock warrants issued to the placement agents at an exercise price of $.50 per share. The warrants expire in five years. The direct costs of $236,614 were recorded as deferred financing costs and were amortized over the term of the Senior Notes using the effective interest method. The warrants were classified in stockholders' equity.

On March 31, 2010, the Company elected to exercise its right to convert the outstanding Note Payable amount, including accrued interest of $3,532,361 into common stock at a conversion price of $0.50 per share, resulting in the issuance of 7,064,721 shares of common stock. This decision was made based upon the "Trading Value Conversion" event per the terms of the Note whereby as of March 30, 2010, the trading price of the Common Stock closed at not less than $1.50 per share for not less than 20 consecutive trading days prior to the Maturity Date. As a result of the conversion, the Company recognized the remaining unamortized discount of $499,610 related to the beneficial conversion feature as interest expense in 2010. In addition, $174,739 in unamortized deferred financing costs were charged against additional paid in capital.

Hybrid Debt Instrument

In October 2010, the Company and its Chairman of the Board and CEO as well as two other Company directors entered into a Subscription Agreement for a 5% Convertible Promissory Note ("Subscription Agreement") and, in connection therewith, issued a 5% Convertible Promissory Note ("Note") and a Warrant to Purchase Common Stock ("Warrant"), which expires in three years.

Under the terms of the Subscription Agreement, the Chairman & CEO agreed to advance the Company $400,000, comprised of a $150,000 Note dated October 20, 2010 and a $250,000 Note dated November 4, 2010, and the two Company directors agreed to advance $50,000 each to fund its working capital needs. Such indebtedness was evidenced by the Note, which included interest at the rate of 5% per annum, and was due and payable in full on December 31, 2010, and, at the option of the holder, was convertible into the number of shares of common stock of the Company equal to the quotient of (a) the outstanding principal amount and accrued interest of the Note as of the date of such election, divided by (b) the selling price per share, if any, of the Company's common stock pursuant to a private placement approved by the Corporation's Board of Directors on September 10, 2010, or, if there are no such sales, $1.00 per share (the "Conversion Price"). In connection with the Subscription Agreement and the Note, the Company issued one Warrant for the number of shares of common stock of the Company by dividing the aggregate amount of the advances by the Conversion Price resulting in 500,000 warrants being issued. The exercise price of the Warrant is the Conversion Price.

The issuance of the aforementioned securities was not registered in reliance on Section 4(2) of the Securities Act of 1933, as amended.

According to GAAP, proceeds from the sale of debt instruments with stock purchase warrants (detachable call options) shall be allocated to the two elements based upon the relative fair values of the debt instrument without the warrants and of the warrants themselves at the time of issuance. The portion of the proceeds so allocated to the warrants shall be accounted for as paid-in capital. The remainder of the proceeds shall be allocated to the debt instrument portion of the transaction. Also, the embedded beneficial conversion feature present in the convertible instrument shall be recognized separately at issuance by allocating a portion of the proceeds equal to the intrinsic value of that feature to additional paid-in capital. The amount of the warrants and beneficial conversion feature totaled $287,449 which has been recorded as a debt discount that was charged to interest expense for the year ended December 31, 2010.

The fair value of the Warrant was determined based upon the Black-Scholes-Merton pricing model using the following underlying assumptions:

	October 20	November 4
Term	3 Years	3 Years
Volatility	58.75%	58.31%
Interest Rate	1.11%	1.04%

As of December 31, 2010 the holders of the two notes with an initial face value of $50,000 each exercised the conversion option. The holder of the other two notes agreed to extend the term of the notes until February 28, 2011, at which time the holder exercised the conversion option. Upon this election, the Company issued 406,664 shares of MiMedx common stock, 203,332 callable warrants and 203,332 contingent warrants.

Revolving Secured Line of Credit Agreement

On March 31, 2011, the Company and its Chairman of the Board and CEO ("the Lender") entered into a Subscription Agreement for a 5% Convertible Senior Secured Promissory Note ("Subscription Agreement") and, in connection therewith, agreed to issue a 5% Convertible Senior Secured Promissory Note ("Note") in the amount borrowed by the Company, and a First Contingent Warrant ("First Contingent Warrant") and a Second Contingent Warrant ("Second Contingent Warrant") to Purchase Common Stock per the terms described below. The First and Second Contingent Warrants each expire in five years; however, each is subject to automatic terminations as defined in the First Contingent Warrant and Second Contingent Warrant terms.

Under the terms of the Subscription Agreement, the Chairman & CEO agreed to issue a Revolving Secured Line of Credit Agreement ("Credit Agreement") to the Company of up to $3,600,000 to fund its working capital needs. The first borrowing in the amount of $800,000 was on March 31, 2011, resulting in the issuance of 400,000 contingent warrants at an exercise price of $0.01 per warrant. Additional borrowings in the amount of $500,000 were drawn during the three months ended June 30, 2011, resulting in the issuance of 250,000 contingent warrants at an exercise price of $0.01 per warrant.

Per the agreement, this commitment shall be reduced based the amount of funds raised through other financing activities beginning on April 1, 2011. Since April 1, 2011, the Company raised approximately $2,545,000 through a private placement. Based upon the amount borrowed under the Credit Agreement and the amount raised through the private placement, there is no additional credit available under the Credit Agreement. The Company may repay and reborrow, provided there is no event of default, as needed. The initial termination date of the Credit Agreement is December 31, 2012 and the Company may elect to extend the termination date until December 31, 2013 upon payment of an extension fee. Each borrowing bears interest on the outstanding principal at a rate per annum equal to 5%. Collateral for the Credit Agreement includes (i) all of the Company's intellectual property with the exception of intellectual property owned by Surgical Biologics, LLC, and (ii) all accessions to, substitutions for and replacements, products and proceeds thereof, as more particularly set forth in the Security and Intercreditor Agreement.

At the option of the holder, the Note is convertible into the number of shares of common stock of the Company equal to the quotient of the outstanding principal amount and accrued interest of the Note as of the date of such election divided by $1.00 per share.

The Contingent Warrants provide for the following:

First Contingent Warrant – upon borrowing under the Note, the Company shall issue to the Lender a warrant to purchase 25% of the shares of Common Stock that would be issuable upon conversion of the outstanding principal balance of the Note immediately after borrowing, less the aggregate number of shares of Common Stock subject to all First Contingent Warrants previously issued to Lender, at an exercise price of $0.01 per share;

Second Contingent Warrant – upon borrowing under the Note, the Company shall issue to the Lender an additional warrant to purchase 25% of the shares of Common Stock that would be issuable upon conversion of the outstanding principal balance of the Note immediately after borrowing, less the aggregate number of shares of Common Stock subject to all Second Contingent Warrants previously issued to Lender, at an exercise price of $0.01 per share;

As of September 30, 2011, the Company has issued 650,000 warrants under the Secured Line of Credit Agreement, based on the borrowing of $1,300,000 under the agreement. The issuance of the aforementioned securities was not registered in reliance on Section 4(2) of the Securities Act of 1933, as amended.

The contingent warrants have not been included in our earnings per share calculation per the guidance in ASC 260-10-45-13 *Earnings per share*: *Treatment of Contingently Issuable Shares in Weighted-Average Shares Outstanding* which states that shares issuable for little or no cash consideration upon the satisfaction of certain conditions (contingently issuable shares) shall be considered outstanding common shares and included in the computation of basic EPS as of the date that all necessary conditions have been satisfied (in essence, when issuance of the shares is no longer contingent).

8. Common Stock Placements

October 2009 Private Placement

In October 2009, the Company commenced a private placement to sell common stock and warrants. From October 30, 2009, through December 31, 2009, the Company sold 7,697,865 shares of common stock at a price of $.60 per share and received proceeds of $4,618,720. Under the terms of the offering, for every two shares of common stock purchased, the investor received a 5-year warrant to purchase one share of common stock for $1.50 (a "Warrant"). Through December 31, 2009, the Company issued a total of 3,848,933 warrants. The warrants met all the requirements for equity classification under GAAP and are recorded in stockholders' equity.

In April 2010, the Company offered investors in the October 2009 Private Placement a discount to their existing $1.50 warrant exercise price to $1.00 if they exercised their warrants to purchase common stock for cash by May 1, 2010. As a result of this offer, the Company received proceeds of approximately $3,200,000, net of placement agent fees, and issued 3,200,000 shares of common stock as of May 1, 2010. See Note 9 for further information about this exercise.

From January 1, 2010, through January 21, 2010, the Company sold an additional 1,308,332 shares of common stock and issued an additional 654,163 warrants and received proceeds of $785,000. The Company closed the offering on January 21, 2010.

In connection with the October 2009 Private Placement, the Company entered into a registration rights agreement which provides "Piggy-Back" registration rights to each investor.

October 2010 Private Placement

In October 2010, the Company commenced a private placement to sell common stock and warrants. From October 30, 2010, through December 31, 2010, the Company sold 2,405,000 shares of common stock at a price of $1.00 per share and received proceeds of $2,337,020 net of $67,980 in offering costs. Under the terms of the offering, for each share purchased, the investor received one 5-year warrant to purchase the common stock of the Company at an exercise price of $1.50 per share. The terms of the warrant, (the "Callable Warrant") are that for every two shares of common stock purchased, the holder is issued a 5-year warrant to purchase one share of the Company's Common Stock at an exercise price of $1.50 per share. The Callable Warrant does not carry registration rights and is callable by the Company at any time after the issuance if the closing sale price of the Stock exceeds $1.75 for fifteen (15) or more consecutive trading days. Upon written notice, the Company may redeem the Callable Warrant at a price of $0.01 per share.

The contingent warrants have been issued to each investor and will become exercisable provided certain conditions are met. The First Contingent Warrant, (the "First Contingent Warrant") is issued to each investor to purchase 25% of the number of shares of Stock purchased, at an exercise price of $0.01 per share, provided that the First Contingent Warrant shall only be exercisable if the Company's Gross Revenue as reported in the Company's Audited Financial Statements for the year ended December 31, 2011, do not equal or exceed $11,500,000 and further provided that such Warrant shall be null and void in the event that prior to issuance of such Audited Financial Statements (the "First Measurement Date") the closing trading price of the Stock is at least $1.50 per share for ten or more consecutive trading days.

The Second Contingent Warrant, (the "Second Contingent Warrant") is issued to each investor to purchase 25% of the number of shares of Stock purchased, at an exercise price of $0.01 per share, provided that the Second Contingent Warrant shall only be exercisable if the Company's Gross Revenue as reported in the Company's Audited Financial Statements for the year ended December 31, 2011, do not equal or exceed $31,150,000 and further provided that such Warrant shall be null and void in the event that prior to issuance of such Audited Financial Statements (the "Second Measurement Date") the closing trading price of the Stock is at least $1.75 per share for ten or more consecutive trading days.

The contingent warrants have not been included in our earnings per share calculation per the guidance in ASC 260-10-45-13 Earnings per share: Treatment of Contingently Issuable Shares in Weighted-Average Shares Outstanding which states that shares issuable for little or no cash consideration upon the satisfaction of certain conditions (contingently issuable shares) shall be considered outstanding common shares and included in the computation of basic EPS as of the date that all necessary conditions have been satisfied (in essence, when issuance of the shares is no longer contingent).

For the nine months ended September 30, 2011, the Company sold an additional 3,778,321 shares of Common Stock and issued an additional 1,889,161 warrants and received net cash proceeds of approximately $3,744,000. The warrants met all the requirements for equity classification under GAAP and are recorded in stockholders' equity.

The Company's Chairman and CEO invested $600,000 in the October 2010 Private Placement, receiving 300,000 warrants with an exercise price of $1.50, 150,000 First Contingent warrants at an exercise price of $0.01 and 150,000 Second Contingent warrants at an exercise price of $0.01 as per the aforementioned terms of the offering.

In connection with the October 2010 Private Placement, the Company entered into a registration rights agreement that provides "Piggy-Back" registration rights to each investor.

9. Equity

Stock Incentive Plans

The Company has three share-based compensation plans: the MiMedx Group, Inc. Assumed 2006 Stock Incentive Plan (the "2006 Plan"), the MiMedx Inc. 2007 Assumed Stock Plan (the "Assumed 2007 Plan") and the MiMedx Group Inc. Amended and Restated Assumed 2005 Stock Plan (the "Assumed 2005 Plan") which provide for the granting of qualified incentive and non-qualified stock options, stock appreciation awards and restricted stock awards to employees, directors, consultants and advisors. The awards are subject to a vesting schedule as set forth in each individual agreement. The Company intends to use only the 2006 Plan to make future grants. The number of assumed options under the Assumed 2005 Plan and Assumed 2007 Plan outstanding at September 30, 2011 totaled 910,000 and the maximum number of shares of common stock which can be issued under the 2006 Plan is 9,500,000 at September 30, 2011.

Activity with respect to the stock options is summarized as follows:

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding at January 1, 2011	8,257,650	$ 1.20		
Granted	2,951,000	$ 1.19		
Exercised	(490,000)	$ 0.60		
Forfeited or cancelled	(363,650)	$ 1.73		
Outstanding at September 30, 2011	10,355,000	$ 1.20	6.8	$ 1,278,795
Vested or expected to vest at September 30, 2011	6,265,190	$ 1.21	5.4	$ 1,070,221

The intrinsic value of the options exercised during the three months ended September 30, 2011, was approximately $211,100.

Following is a summary of stock options outstanding and exercisable at September 30, 2011:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number outstanding	Weighted-Average Remaining Contractual Term (in years)	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
$ 0.50	588,000	3.1	$ 0.50	481,704	$ 0.50
$ 0.65 - $1.00	3,247,500	5.5	$ 0.81	2,868,116	$ 0.82
$ 1.04 - $1.80	5,969,500	8.4	$ 1.38	2,365,370	$ 1.55
$ 2.40	550,000	1.0	$ 2.40	550,000	$ 2.40
	10,355,000	6.8	$ 1.20	6,265,190	$ 1.21

A summary of the status of the Company's unvested stock options follows:

Unvested Stock Options	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested at January 1, 2011	2,679,787	$ 0.87
Granted	2,951,000	$ 0.65
Cancelled/expired	(363,650)	$ 0.54
Vested	(1,177,327)	$ 0.70
Unvested at September 30, 2011	4,089,810	$ 0.75

Total unrecognized compensation expense related to granted stock options at September 30, 2011, was approximately $3,146,000 and will be charged to expense through July 2015.

The fair value of options granted by the Company is estimated on the date of grant using the Black-Scholes-Merton option-pricing model that uses assumptions for expected volatility, expected dividends, expected term, and the risk-free interest rate. Expected volatilities are based on historical volatility of peer companies and other factors estimated over the expected term of the options. The term of employee options granted is derived using the "simplified method" which computes expected term as the average of the sum of the vesting term plus the contract term. The term for non-employee options is generally based upon the contractual term of the option. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant for the period of the expected term or contractual term as described.

The assumptions used in calculating the fair value of options using the Black-Scholes-Merton option-pricing model are set forth in the following table:

	Nine Months ended September 30, 2011	Year ended December 31, 2010
Expected volatility	57.3-57.8%	57.9-60.2%
Expected life (in years)	6	6
Expected dividend yield	—	—
Risk-free interest rate	0.93% - 2.24%	1.15% - 2.75%

The weighted-average grant date fair value for options granted during the nine months ended September 30, 2011 was approximately $0.65.

Warrants

The Company grants common stock warrants in connection with equity share purchases by investors as an additional incentive for providing long term equity capital to the Company and as additional compensation to consultants and advisors. The warrants are granted at negotiated prices in connection with the equity share purchases and at the market price of the common stock in other instances. The warrants have been issued for terms of five years.

Following is a summary of warrants outstanding at September 30, 2011:

	Number of Warrants	Weighted-Average Exercise Price per Warrant	Number of Contingent Warrants	Weighted-Average Exercise Price per ContingentWarrant
Warrants outstanding at January 1, 2011	6,003,924	$ 1.21	1,252,990	$ 0.01
Issued in connection with private placement of common stock	1,889,161	$ 1.50	1,889,162	$ 0.01
Issued in connection with convertible promissory notes	203,332	$ 1.50	203,332	$ 0.01
Issued in connection with line of credit with related party	—	$ —	650,000	$ 0.01
Expired warrants	—	$ —	—	$ —
Exercised in connection with private placement of common stock	—	$ —	—	$ —
Warrants outstanding at September 30, 2011	8,096,417	$ 1.31	3,995,484	$ 0.01

Warrants may be exercised in whole or in part by:

- notice given by the holder accompanied by payment of an amount equal to the warrant exercise price multiplied by the number of warrant shares being purchased; or

- election by the holder to exchange the warrant (or portion thereof) for that number of shares equal to the product of (a) the number of shares issuable upon exercise of the warrant (or portion) and (b) a fraction, (x) the numerator of which is the market price of the shares at the time of exercise minus the warrant exercise price per share at the time of exercise and (y) the denominator of which is the market price per share at the time of exercise.

These warrants are not mandatorily redeemable, do not obligate the Company to repurchase its equity shares by transferring assets or issue a variable number of shares.

The warrants require that the Company deliver shares as part of a physical settlement or a net-share settlement, at the option of the holder, and do not provide for a net-cash settlement.

All of our warrants are classified as equity as of September 30, 2011 and December 31, 2010.

In April 2010, the Company offered investors in the October 2009 Private Placement a discount to their existing $1.50 warrant exercise price to $1.00 if they exercised their warrants to purchase common stock for cash by May 1, 2010. As a result of this offer, the Company received proceeds of approximately $3,200,000, net of placement agent fees, and issued 3,200,000 shares of common stock as of May 1, 2010. The aggregate proceeds include $833,000 in common stock issued to the Chairman and CEO, $20,850 to the President and Chief Operating Officer and $20,833 to one other Company director. As a result of this activity, the number of warrants outstanding as of September 30, 2011 was 8,096,417. The Company grants common stock warrants, in connection with equity share purchases by investors as an additional incentive for providing long term equity capital to the Company, to placement agents in connection with direct equity share and convertible debt purchases by investors and as additional compensation to consultants and advisors.

10. Income taxes

The Company has incurred net losses since its inception and, therefore, no current income tax liabilities have been incurred for the periods presented. Due to the Company's losses, management has established a valuation allowance equal to the amount of net deferred tax assets since management cannot determine that realization of these benefits is more likely than not.

11. Contractual Commitments

The Company has entered into operating lease agreements for facility space and equipment, and employment agreements with our VP-Sales for EMEA and for some key employees acquired with Surgical Biologics. In addition, the Company has minimum royalty payments due in conjunction with one of its licenses. The estimated annual lease, royalty, and employment agreement expense are as follows:

12-month period ended September 30,	
2012	$ 1,014,401
2013	549,445
Thereafter	171,613
	$ 1,735,459

12. Subsequent Events

On October 25, 2011, the Company's Chairman and CEO signed a loan commitment whereby the CEO will provide the Company a line of credit of up to $1,500,000 less any amounts subscribed for by any other lenders.

On November 14, 2011, the Company's Board of Director's approved by unanimous consent a resolution increasing the size of the debt offering from $1,500,000 to $2,500,000 and that the minimum principal amount of each note issued thereunder be reduced from $250,000 to $150,000. The First Contingent Warrants to be issued in connection with the Debt Offering were revised to remove the provision that would render the First Contingent Warrants null and void in the event that, prior to the date of issuance of the audited financial statements for the year ended December 31, 2011, the closing trading price of the Common Stock is at least $1.50 per share for ten (10) or more consecutive trading days, and to make other conforming changes to the terms of the debt offering as may be necessary or desirable in the opinion of the Company's General Counsel to effectuate the foregoing change.

The revolving line of credit will be established pursuant to one or more Convertible Senior Secured Revolving Promissory Notes (the "Notes"). Interest on the Notes will be payable in quarterly installments with all principal and accrued and unpaid interest due and payable on December 31, 2012, subject to extension by the Company to December 31, 2013, upon payment to Lenders of an extension payment in the amount of 5% of the outstanding aggregate principal amount of the Notes. The Notes may be converted into Common Stock at a conversion price of $1.00 per share, at any time upon the election of Lender holding the Note. The Notes may be prepaid at any time upon thirty (30) days prior written notice without premium or penalty.

The Notes will be secured by a first priority lien in all of the patents and other intellectual property owned by the Company, excluding only the patents and other intellectual property owned by Surgical Biologics, LLC. The Company shall issue to each Lender a warrant to purchase the number of shares of Common Stock equal to 25% of the shares of Common Stock that would be issuable upon conversion of such Lender's Note at an exercise price of $0.01 per share subject to the attainment of certain revenue targets in 2011 ($11,500,000) and 2012 ($31,150,000) respectively as a First and Second Contingent Warrant. The Second Contingent Warrants shall be null and void in the event that prior to date of issuance of the audited financial statements the closing trading price of the Common Stock is at least $1.75 during the aforementioned period following the year 2012. The Contingent Warrants have a term of five (5) years from the date of issuance. The Company's Chairman and CEO has loaned the company $300,000 under the terms of the revolving line of credit as of November 14, 2011 resulting in the issuance of 150,000 contingent warrants.

The terms of the applicable to the line of credit and the Notes (including, without limitation, the terms of the Contingent Warrants) are subject to change by the Board or by certain authorized officers as may be deemed necessary to make the notes more saleable.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This Form 10-Q and certain information incorporated herein by reference contain forward-looking statements and information within the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934. This information includes assumptions made by, and information currently available to management, including statements regarding future economic performance and financial condition, liquidity and capital resources, acceptance of the Company's products by the market, and management's plans and objectives. In addition, certain statements included in this and our future filings with the Securities and Exchange Commission ("SEC"), in press releases, and in oral and written statements made by us or with our approval, which are not statements of historical fact, are forward-looking statements. Words such as "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "seeks," "plan," "project," "continue," "predict," "will," "should," and other words or expressions of similar meaning are intended by us to identify forward-looking statements, although not all forward-looking statements contain these identifying words. These forward-looking statements are found at various places throughout this report and in the documents incorporated herein by reference. These statements are based on our current expectations about future events or results and information that is currently available to us, involve assumptions, risks, and uncertainties, and speak only as of the date on which such statements are made.

All forward-looking statements are subject to the risks and uncertainties inherent in predicting the future. Our actual results may differ materially from those projected, stated or implied in these forward-looking statements as a result of many factors, including our critical accounting policies and risks and uncertainties related to, but not limited to, overall industry environment, delay in the introduction of products, regulatory delays, negative clinical results, and our financial condition. These and other risks and uncertainties are described in more detail in our most recent Annual Report on Form 10-K, as well as other reports that we file with the SEC.

Forward-looking statements speak only as of the date they are made and should not be relied upon as representing our views as of any subsequent date. We undertake no obligation to update or revise such statements to reflect new circumstances or unanticipated events as they occur, except as required by applicable laws, and you are urged to review and consider disclosures that we make in this and other reports that we file with the SEC that discuss factors germane to our business.

Overview

MiMedx Group, Inc. ("MiMedx Group") is an integrated developer, manufacturer and marketer of patent-protected regenerative biomaterials and bioimplants processed from human amniotic membrane. MiMedx Group has emerged from a development-focused start-up company into a fully integrated operating company with the expertise to capitalize on its science and technology and the capacity to generate sales growth and profitability.

"***Innovations in Regenerative Biomaterials***" is the framework behind our mission to give physicians products and tissues to help the body heal itself. Our biomaterial platform technologies include the device technologies HydroFix™ and CollaFix™, and our tissue technologies, AmnioFix® and EpiFix®. Our tissue technologies, processed from the human amniotic membrane, utilize our proprietary Purion® process that was developed by our wholly-owned subsidiary, Surgical Biologics, to produce a safe, effective and minimally manipulated implant. Surgical Biologics is the leading supplier of amniotic tissue, having supplied over 35,000 implants to date to distributors and OEMs for application in the Ophthalmic, Orthopedics, Spine, Wound Care and Dental sectors of healthcare.

Recent Events

On January 5, 2011, the Company acquired all of the outstanding equity interests in Surgical Biologics, LLC, for an aggregate of $16.4 million in cash, stock and assumed debt. Certain additional considerations are contingent pending certain earn-out provisions. This strategic acquisition brings together market leading know-how in amnion tissue processing technology with a global distribution network uniquely positioned to rapidly exploit significant market opportunities across multiple surgical indications.

Surgical Biologics, ("SB"), is located in Kennesaw, Georgia. Surgical Biologics develops bioimplants processed from human amniotic membrane that can be used for a wide range of surgical indications including ocular surface repair, gum repair, wound care, burns, and many other types of surgery that require the repair of a patient's integumental (native) tissue. SB is focused on developing technologically innovative bioimplants that offer the surgeon a variety of clinical options; allowing for greater flexibility in treatment, as well as improved surgical results.

Surgical Biologics currently distributes tissue in several different membrane subsegments, such as ocular, dental, spine and wound care. The wound care and tissue management market in the U.S. is currently valued at approximately $7.4B, in which our products could play a strong role. The regenerative dental market is estimated at approximately $232M. The Millennium Research Group has projected the anti-adhesion market to reach an estimated $500M in 2012, and the ocular market is valued at approximately $100M. Each market's sub-segment has unique competitors, products and distribution methods. Amniotic membrane, as processed by SB, has unique "bio-active" properties that offer benefits that most competitive products cannot offer. SB's tissues provide anti-inflammatory, anti-angiogenesis, anti-scarring and barrier properties as well as enhanced healing at the surgical site.

Surgical Biologics has developed a specialized method for the processing of amniotic membrane. This patent pending process, named Purion®, consists of unique methods which maximize yield, while minimizing manufacturing costs. The Purion® process was engineered to create an implant that is optimized for ease of use while providing the patient with the maximum assurance of safety. Surgical Biologics currently has seven patents pending that have been filed with the United States Patent Office. The patent filings consist of the intellectual property used to process tissues and/or apply the tissues in a unique manner in surgery.

During the second quarter, the Company announced the launch of EpiFix®, a bioimplant specifically processed to offer a wide variety of wound healing and wound care options and the launch of AmnioFix® Nerve Wrap, the Company's latest biologic implant, which is processed to offer surgical and healing options for nerve repair. SB continues to research new opportunities for amniotic tissue, and currently has several additional offerings in the first stages of conceptualization.

The Company also received three 510(k) clearances during the 2nd quarter relating to its HydroFix™ technology platform. One of the clearances related to HydroFix™ Ortho Shield, which is indicated for the management and protection of tendon injuries in which there has been no substantial loss of tendon tissue. The two additional clearances were for HydroFix™ Vaso Shield. This device is indicated for use as a cover for vessels during anterior vertebral surgery, and has now received clearance for an expanded range of sizes and for a higher temperature exposure limit.

Also during the second quarter, the Company completed the closing of its Tampa, Florida facility on July 1, 2011. We have consolidated into the facility in which our Surgical Biologics subsidiary is located, and secured additional space close by that houses our HydroFix™ and Collafix™ production and will allow for future growth.

During the most recent quarter, the Company announced that it has partnered with Affirmative Solutions, a national leading distributor of spine, biologic and other medical products and devices to the U.S. Veteran's Administration ("VA") and Department of Defense ("DOD") facilities. This partnership and distribution agreement allows the offering of EpiFix® at over 100 major VA, DOD and commercial facilities across the country.

The Company received the American Podiatric Medical Association ("APMA") Seal of Approval on its EpiFix® Amniotic Membrane Allograft during the third quarter. The Seal of Approval is granted by APMA's Board following the successful completion of an extensive review process in which the foot care product is scientifically evaluated.

Results of Operations comparison for the Three Months Ended September 30, 2011 to the Three Months Ended September 30, 2010

Revenue

Revenue increased approximately $2,044,000 to $2,152,000 for the three months ended September 30, 2011, as compared to $108,000 for the three months ended September 30, 2010. The increase in revenue as compared to September 30, 2010 is due primarily to sales of our amniotic membrane tissue. The Company experienced strong demand in the Spine, Wound Care, Ophthalmology, and Orthopedics markets.

Cost of Products Sold

Cost of products as a percentage of revenue improved to 39.2% from 499.6% as compared to prior year. The improvement was due primarily to the increase in revenue. It should be noted that as our sales levels and corresponding production levels increase, these costs as a percentage of total revenues will continue to decrease resulting in higher gross margins.

Personnel costs represent approximately $532,800 or 63.2% of total manufacturing, quality assurance and regulatory spending for the three months ended September 30, 2011. We employed 24 full-time and 2 part-time manufacturing and quality assurance technicians at September 30, 2011, compared to 9 full-time personnel for the three months ended September 30, 2010. The increase of 15 full-time and 2 part-time employees was due to the support of increased production and the addition of the amnion processing and quality assurance staff of Surgical Biologics.

Research and Development Expenses

Our research and development expenses ("R&D expenses") decreased approximately $357,700 or 42.4% to $485,300 during the three months ended September 30, 2011, compared to approximately $843,000 in the prior year. Approximately $108,000, or 22.3%, of R&D expenses for the quarter were attributable to the addition of Surgical Biologics staff, which was offset by decreases in personnel costs as a result of the closure of our Tampa facility as well as lower costs in animal studies related to our CollaFix™ product. Overall spending on animal studies in the quarter was $112,000. This spending level is expected to decline over the balance of the year.

Our research and development expenses consist primarily of internal personnel costs, fees paid to external consultants, and supplies and instruments used in our laboratories. As of September 30, 2011, we employed 6 full-time employees, compared to 13 full-time and 2 part-time R&D employees at September 30, 2010. The closure of the Tampa facility resulted in a reduction of 9 full-time and 2 part-time employees, while two employees from the Tampa R&D group relocated to Kennesaw and joined the production team. During the quarter, the Company filed 2 provisional patent applications for collagen technology and 2 non-provisional patent applications for the hydrogel technology.

Selling, General and Administrative Expenses

Selling, General & Administrative Expenses excluding non-cash related charges for depreciation, amortization and share based compensation expense was approximately $1,757,000 for the quarter ended September 30, 2011 as compared to approximately $974,000 in the quarter ended September 30, 2010. The increase of approximately $783,000 includes expenses related to expansion of our sales department correlating with our increased sales, and the addition of resources dedicated to the Wound Care and Spine markets as well as Medical reimbursement to support our expansion into new markets, and a two support personnel. Our selling, general and administrative expenses consist of personnel costs, professional fees, sales commissions, sales training costs, industry trade show fees and expenses, product promotions and product literature costs, facilities costs and other sales, marketing and administrative costs. As of September 30, 2011, we employed 19 full-time and 3 part-time personnel in selling, general and administrative functions, compared to 11 full-time and 2 part-time personnel for the nine months ended September 30, 2010.

During the three months ended September 30, 2011, we recorded approximately $99,000 in depreciation expense, which was a decrease of approximately $15,000 or 13.4% as compared to the quarter ended September 30, 2010. We depreciate our assets on a straight-line basis, principally over five to seven years. Share based compensation for the three months ended September 30, 2011 was approximately $286,000, a decrease of approximately $47,000 or 14.2% as compared to the three months ended September 30, 2010.

During the three months ended September 30, 2011, we recorded approximately $334,000 in amortization expense, which was an increase of 100% or approximately $167,000 as compared to the same period in 2010. The increase is directly attributable to the acquisition of Surgical Biologics. We amortize our intangible assets over a 3 to 14 year period, which we believe represents the remaining useful lives of the patents underlying the licensing rights and intellectual property. We do not amortize goodwill, but at least annually we test goodwill for impairment, and evaluate all goodwill and intangibles for impairment based on events or changes in circumstances as they occur.

Other Expense/Income

We recorded other expense of approximately $113,000 during the three months ended September 30, 2011, compared with approximately $600 of other expense during the three months ended September 30, 2010. Of the $113,000 incurred as of September 30, 2011, approximately $86,000 was amortization of the discount on the acquisition convertible note and amortization of the beneficial conversion feature on the Line of Credit with a related party, approximately $27,000 was interest expense related to the acquisition convertible note and assumed debt. The approximate $600 incurred as of September 30, 2010 was interest expense.

Results of Operations for the Nine months Ended September 30, 2011 Compared to the Nine months Ended September 30, 2010

Revenue

Revenue increased $4,580,000 to $5,125,000 during the nine months ended September 30, 2011, as compared to $545,000 for the nine months ended September 30, 2010, as we experienced strong demand in the Spine, Wound Care, Ophthalmology, and Orthopedics markets for our amniotic membrane tissue products.

Cost of Products Sold

Cost of products sold as a percentage of revenue improved to 44.7% for the nine months ended September 30, 2011 as compared to 248.7% for the same period in 2010. The improvement was due primarily to the increase in revenue. It should be noted that as our sales levels and corresponding production levels increase, these costs as a percentage of total revenues will continue to decrease resulting in higher gross margins. Personnel costs represent approximately $1,303,000 or 56.8% of total manufacturing, quality assurance and regulatory spending.

Research and Development Expenses

Our research and development expenses (“R&D expenses”) decreased approximately $172,000 or 8.0% to $1,996,000 during the nine months ended September 30, 2011, compared to approximately $2,168,000 for the nine months ended September 30, 2010. The decrease was due primarily to a reduction in personnel and operating costs related to the closure of the Tampa facility of approximately $654,000, which was offset by the addition of Surgical Biologics R&D costs of approximately $327,000, increased spending on animal studies to support our new product development of approximately $98,000, increased patent legal costs of approximately $34,000, and an increase of general lab supplies of approximately $23,000.

Our research and development expenses consist primarily of internal personnel costs, fees paid to external consultants, and supplies and instruments used in our laboratories. Since January 1, 2011, the Company received 2 Issued Patents, one each for hydrogel and collagen technologies; filed 6 provisional patent applications, 3 each for the amnion and collagen technologies; and filed 9 non-provisional patent applications, 5 and 4 for the collagen and hydrogel technologies, respectively.

Selling, General and Administrative Expenses

Selling, General and Administrative expenses (“SG&A expenses”) excluding non-cash related charges for depreciation, amortization and share based compensation were approximately $5,513,000 for the nine months ended September 30, 2011 as compared to approximately $3,457,000 in prior year which was an increase of approximately $2,056,000 or 59.5%. Approximately $1,415,000 of the increase in SG&A expenses were attributable to the acquisition of Surgical Biologics including $217,000 in legal fees and $33,000 in external auditing fees, the majority of which is related to the merger, $461,000 in additional expenses for Surgical Biologics staff and general office expenses, and $704,000 in sales and marketing expenses and rent. The remaining $641,000 increase in SG&A expenses reflects an increase of $897,000 in sales and marketing expenses due in part to our expanded sales team to support our rapid growth, increased commissions due to increased sales, trade show and market launch expenses, and rent. These increases were offset by decreases in SG&A of $256,000, primarily due to reductions in accounting and human resources personnel costs and other administrative expenses.

Our selling, general and administrative expenses consist of personnel costs, professional fees, sales commissions, sales training costs, industry trade show fees and expenses, product promotions and product literature costs, facilities costs and other sales, marketing and administrative costs.

During the nine months ended September 30, 2011 and 2010, we recorded approximately $331,000 and $338,000 in depreciation expense, respectively. The reduced depreciation of $7,000 was attributable to leasehold improvements in the terminated Marietta facility being fully depreciated, offset by the acquisition of Surgical Biologics and some additional lab equipment acquired during the nine months ended September 30, 2011. We depreciate our assets on a straight-line basis, principally over five to seven years. Share based compensation for the nine months ended September 30, 2011 was approximately $1,317,000, an increase of approximately $481,000 or 57.5% as compared to the nine months ended September 30, 2010.

During the nine months ended September 30, 2011 and 2010, we recorded approximately $1,002,000 and $501,000 in amortization expense, respectively. All of the $501,000 increase was attributable to the acquisition of Surgical Biologics. We amortize our intangible assets over a 3 to 14 year period, which we believe represents the remaining useful lives of the patents underlying the licensing rights and intellectual property. We do not amortize goodwill, but at least annually we test goodwill for impairment and periodically evaluate other intangibles for impairment based on events or changes in circumstances as they occur.

Other Expense/Income

We recorded other expense of approximately $292,000 during the nine months ended September 30, 2011, compared with approximately $593,000 of other expense during the nine months ended September 30, 2010. Of the $292,000 incurred as of September 30, 2010, $220,000 is amortization of the discount on the acquisition convertible note and on the convertible line of credit, and $69,000 is interest expense related to the acquisition convertible note and assumed debt, and $3,000 was foreign exchange loss during the period. The interest expense for the nine months ended September 30, 2010 related primarily to the amortization of the debt discount on the 3% Convertible Senior Secured Promissory Notes and the accelerated recognition of the unamortized portion of the discount upon conversion.

Liquidity and Capital Resources

Revenues continue to increase quarter over quarter while management maintains tight controls over spending. Cash required by operations for the quarter declined approximately $1,040,000 as compared to the previous quarter. The Company raised approximately $145,000 through a private placement during the quarter ended September 30, 2011. In addition, on October 25, 2011, the Company’s Chairman and CEO signed a loan commitment whereby the CEO will provide the Company, or to obtain other lenders to loan for the Company’s general working capital purposes, a line of credit of up to $1,500,000 less any amounts subscribed for by any other lenders.

As of September 30, 2011, the Company had approximately $637,000 of cash and cash equivalents. The Company reported total current assets of approximately $3,003,000 and current liabilities payable in cash of approximately $2,978,000 after adjusting for the short term earn-out liability payable in MiMedx common stock in the second quarter of 2012. The Company believes that its anticipated cash from operations and existing cash and cash equivalents, and the line of credit will enable the Company to meet its operational liquidity needs, fund its planned investing activities and pay its debt when due for the next twelve months.

Discussion of cash flows

Net cash used in operations during the nine months ended September 30, 2011, decreased approximately $1,162,000 to $5,009,000 compared to $6,171,000 used in operating activities for the nine month period ended September 30, 2010, primarily attributable to our increased sales activity. The changes in assets and liabilities included in the Statement of Cash Flows are net of the effects of the Surgical Biologics acquisition.

Net cash used in investing activities during the nine months ended September 30, 2011, increased approximately $735,000 to $884,000 compared to $149,000 used in investing activities for the nine month period ended September 30, 2010. Of the $735,000 increase, $466,000 was cash paid in conjunction with the Surgical Biologics acquisition, and $269,000 was cash paid for additional lab equipment and furniture for the Kennesaw facility.

Net cash flows from financing activities during the nine months ended September 30, 2011 increased approximately $1,094,000 to $5,190,000 compared to $4,096,000 during the nine months ended September 30, 2010. Cash flows from financing activities during the current year include approximately $3,744,000 related to our October 2010 Private Placement, $1,300,000 borrowed from our Revolving Secured Line of Credit, approximately $296,000 received from the exercise of stock options, the repayment of approximately $99,000 outstanding under a line of credit assumed in the acquisition of Surgical Biologics, and the payment of approximately $51,000 in principal and interest on three notes assumed in the acquisition of Surgical Biologics.

Due to the material amount of non-cash related items included in the Company results of operations, the Company has developed an Adjusted EBITDA metric which provides management with a clearer view of operational cash burn (see the table below). The adjusted EBITDA loss for the quarter was approximately $934,000 which is a reduction of approximately $489,000 or 34% as compared to the previous quarter. This improvement was the result of increased revenue combined with reduced spending.

We use various numerical measures in conference calls, investor meetings and other forums which are or may be considered “Non-GAAP financial measures” under Regulation G. We have provided below for your reference, supplemental financial disclosure for these measures, including the most directly comparable GAAP measure and an associated reconciliation. The following table provides reconciliation of reported Net Loss on a GAAP basis to Adjusted EBITDA defined as Earnings before Interest, Taxes, Depreciation, Amortization and Share Based Compensation:

	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended June 30,
	2011	2010	2011	2010	2011
Net Loss (Per GAAP)	$ (1,765,723)	$ (2,854,442)	$ (7,616,791)	$ (8,693,096)	$ (2,503,505)
Add back:					
Income Taxes	-	-	-	-	-
Financing (expense) associated with warrants issued in connection with convertible promissory note	-	-	-	(595,679)	-
Financing (expense) associated with beneficial conversion of note payable issued in conjunction with acquisition	(85,989)	-	(219,506)	-	(60,599)
Other interest (exp)/inc., net	(27,377)	(584)	(72,145)	2,813	(26,471)
Depreciation Expense	98,989	114,332	330,851	337,592	115,682
Amortization Expense	333,977	166,983	1,001,931	500,949	333,977
Employee Share Based Compensation	222,792	269,477	1,032,261	731,216	429,096
Other Share Based Compensation	62,946	63,490	285,154	105,062	114,648
Loss Before Interest, Taxes, Depreciation,Amortization and Share Based Compensation	$ (933,653)	$ (2,239,576)	$ (4,674,943)	$ (6,425,411)	$ (1,423,032)

Contractual Obligations

Contractual obligations associated with our ongoing business activities are expected to result in cash payments in future periods. The table below summarizes the amounts and estimated timing of these future cash payments as of September 30, 2011:

		Payments due by period			
Contractual Obligations	TOTAL	less than 1 year	1-3 years	3-5 years	More than 5 years
Convertible debt, line of credit with related party	$ 1,268,344	—	1,268,344	—	—
Convertible debt, note related to acquisition of SB	1,041,416	1,041,416	—	—	—
Employment agreements	586,537	488,537	98,000	—	—
Operating lease obligations	1,018,922	490,863	528,059	—	—
Royalty payments	130,000	35,000	95,000	—	—
Notes payable	38,568	38,568	—	—	—
	$ 4,083,788	2,094,384	1,989,403	—	—

Critical Accounting Policies

In preparing our financial statements we follow accounting principles generally accepted in the United States, which require us to make certain estimates and apply judgments that affect our financial position and results of operations. We continually review our accounting policies and financial information disclosures. A summary of our significant accounting policies that require the use of estimates and judgments in preparing the financial statements was provided in our Annual Report on Form 10-K for the year ended December 31, 2010. During the first nine months of fiscal 2011, there were no material changes to the accounting policies and assumptions previously disclosed.

Recent Accounting Pronouncements

In December 2010, the FASB issued Accounting Standards Update (ASU) 2010-28: Intangibles — Goodwill and Other: When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts (Topic 350). The amendments to the Codification in this update modify Step 1 of the goodwill impairment test for reporting units with zero or negative carrying amounts. For those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. Goodwill of a reporting unit is required to be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. This update is effective starting in the first quarter of 2011 with early adoption not permitted. Adoption of this update did not have a material impact on our financial statements.

In December 2010, the FASB issued ASU 2010-29: Business Combinations: Disclosure of Supplementary Pro Forma Information for Business Combinations (Topic 805). The amendments to the Codification in this ASU apply to any public entity that enters into business combination that are material on an individual or aggregate basis and specify that the entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The update also expands the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The update is effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning in January 2011 with early adoption permitted. We adopted this update for the acquisition completed in 2011.

Recently issued accounting pronouncements not yet adopted:

In September 2011, the FASB issued ASU Update No. 2011-08, Intangibles – Goodwill and Other (Topic 350): Testing Goodwill for Impairment. The amendment simplifies how entities test goodwill for impairment. The amendments in the Update permit an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test described in Topic 350. The more-likely-than-not threshold is defined as having a likelihood of more than 50 percent. Previous guidance under Topic 350 required an entity to test goodwill for impairment, on at least an annual basis, by comparing the fair value of a reporting unit with its carrying amount, including goodwill (step one). If the fair value of a reporting unit is less than its carrying amount, then the second step of the test must be performed to measure the amount of the impairment loss, if any. Under the amendments in this Update, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. The amendments are effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, and early adoption is permitted. Its adoption is not expected to significantly impact the Company’s consolidated financial statements.

In June 2011, the FASB issued ASU Update No. 2011-05, Comprehensive Income (Topic 220): Presentation of Comprehensive Income. The amendments to the Codification in this ASU will require companies to present the components of net income and other comprehensive income either as one continuous statement or as two consecutive statements. It eliminates the option to present components of other comprehensive income as part of the statement of changes in stockholders' equity. The standard does not change the items which must be reported in other comprehensive income, how such items are measured or when they must be reclassified to net income. This standard is effective for interim and annual periods beginning after December 15, 2011. Because this ASU impacts presentation only, it will have no effect on our financial condition, results of operations or cash flows.

In May 2011, the FASB issued ASU 2011-04, Fair Value Measurements (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IRFS. The amendments to the Codification in this ASU will provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and IFRS. ASU 2011-04 changes certain fair value measurement principles and enhances the disclosure requirements particularly for Level 3 fair value measurements. This guidance is effective for the Company beginning on January 1, 2012. Its adoption is not expected to significantly impact the Company's consolidated financial statements.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company's business is anticipated to be directly dependent on foreign operations as the Company's sales to customers outside the U.S. become significant. A portion of the Company's total revenue is anticipated to be dependent on selling to distributors outside the U.S., some of which will be invoiced in foreign currencies, primarily the EURO. There is also risk related to the changes in foreign currency exchange rates as it relates to sales operating expenses paid in EURO's. We are currently considering taking affirmative steps to hedge the risk of fluctuations in foreign currency exchange rates as revenues continue to increase. We do not expect our financial position, results of operations or cash flows to be materially impacted due to a sudden change in foreign currency exchange rate fluctuations relative to the U.S. Dollar over the next three months.

Our exposure to market risk relates to our cash and investments.

The primary objective of our investment activities is to preserve principal while at the same time maximizing yields without significantly increasing risk. To achieve this objective, we invest our excess cash in debt instruments of the U.S. Government and its agencies, bank obligations, repurchase agreements and high-quality corporate issuers, and, by policy, restrict our exposure to any single corporate issuer by imposing concentration limits. To minimize the exposure due to adverse shifts in interest rates, we maintain investments at an average maturity of generally less than three months.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we have carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. This evaluation was carried out under the supervision and with the participation of our management, including our Chief Executive Officer and Principal Financial Officer. Based upon that evaluation, our Chief Executive Officer and Principal Financial Officer concluded that our controls and procedures were effective as of the end of the period covered by this report.

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding disclosures.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting that occurred during the three and nine months ended September 30, 2011, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

We have confidence in our internal controls and procedures. Nevertheless, our management, including our Chief Executive Officer and Principal Financial Officer, does not expect that our disclosure procedures and controls or our internal controls will prevent all errors or intentional fraud. An internal control system, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of such internal controls are met. Further, the design of an internal control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all internal control systems, no evaluation of controls can provide absolute assurance that all our control issues and instances of fraud, if any, have been detected.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

None.

Item 1A. Risk Factors

As of the date of this report, there have been no material changes to the risk factors included in Item 1A to our Annual Report on Form 10-K for the year ended December 31, 2010, except for the following:

Market Concentrations and Credit Risk

Distribution – The Company’s principal concentration of risk is related to its limited distribution channels. Two customers accounted for approximately 33% of revenues for the three months ended September 30, 2011, including one customer who represented 19% and another customer which represented 15% of total revenue.

The Company’s accounts receivable are derived from customers primarily located in the United States of America. Two customers accounted for 26% of the total accounts receivable as of September 30, 2011. Each customer represented approximately 13% of total receivables as of the end of the most recent quarter.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

From January 1, 2011, through September 30, 2011, the Company sold an additional 3,778,321 shares of Common Stock and issued an additional 1,889,161 warrants and received net cash proceeds of approximately $3,744,000. See Notes 8 and 9 of "Notes to the Unaudited Condensed Consolidated Financial Statements" for the terms of the Warrants. These sales were made in conjunction with the Company's most recent private placement, which commenced in October 2010 ("October 2010 Private Placement").

The Company relied on Section 4(2) of the Securities Act of 1933 (the "Securities Act") and Rule 506 of Regulation D under the Securities Act, as amended, to issue the securities described above because they were offered to accredited investors and a limited number of unaccredited investors who purchased for investment in transactions that did not involve a general solicitation.

Form 10-K for the twelve months ended December 31, 2010 filed March 31, 2011, and Form D dated November 29, 2010, also provide information related to unregistered sales of equity securities during the twelve months ended December 31, 2010.

We did not repurchase any shares during the three and nine months ended September 30, 2011, and currently have no share repurchase plans or programs.

Item 3. Default Upon Senior Securities

None.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit Number	Reference	Description
10.91	#	Change In Control Severance Compensation and Restrictive Covenant Agreement between MiMedx Group Inc and Parker H Petit dated November 11, 2011
10.92	#	Change In Control Severance Compensation and Restrictive Covenant Agreement between MiMedx Group Inc and William C Taylor dated November 11, 2011
10.93	#	Change In Control Severance Compensation and Restrictive Covenant Agreement between MiMedx Group Inc and Michael J Senken dated November 11, 2011
10.94	#	5% Convertible Senior Secured Promissory Notes (Series $2.5 Million 2011) dated November 14, 2011
31.1	#	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	#	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	#	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	#	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS		Instance Document
101.SCH		XBRL Taxonomy Extension Schema Document
101.CAL		XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF		XBRL Taxonomy Extension Definition Linkbase Document
101.LAB		XBRL Taxonomy Extension Label Linkbase Document
101.PRE		XBRL Taxonomy Extension Presentation Linkbase Document

Filed herewith

SIGNATURES

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 thereunto duly authorized.

November 14, 2011

By: /s/ Michael J. Senken
Michael J. Senken
Chief Financial Officer

Exhibit 10.91

CHANGE IN CONTROL
SEVERANCE COMPENSATION
AND
RESTRICTIVE COVENANT AGREEMENT

THIS SEVERANCE COMPENSATION AND RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is dated as of November 11, 2011 between **MiMedx Group, Inc**., a Florida Company (the "Company"), and **PARKER H. PETIT** (the "Executive").

WHEREAS, the Company, has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in potentially disruptive circumstances arising from the possibility of a Change in Control (as hereinafter defined) of the Company; and

WHEREAS, the severance benefits payable by the Company to the Executive as provided herein are in part intended to ensure that the Executive receives reasonable compensation given the specific circumstances of Executive's employment history with the Company;

NOW, THEREFORE, in consideration of their respective obligations to one another set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which the parties hereby acknowledge, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Term. This Agreement shall terminate, except to the extent that any obligation of the Company hereunder remains unpaid as of such time, upon the earliest of (i) the Date of Termination (as hereinafter defined) of the Executive's employment with the Company as a result of the Executive's death, Disability (as defined in Section 3(b)) or Retirement (as defined in Section 3(c)), by the Company for Cause (as defined in Section 3(d)) or by the Executive other than for Good Reason (as defined in Section 3(e)); and (ii) three years from the date of a Change in Control if the Executive's employment with the Company has not terminated as of such time.

2. Change in Control. For purposes of this Agreement, "Change in Control" shall mean and be deemed to have occurred on the earliest to occur of a change in the ownership of the Company, a change in the effective control of the Company, a change in ownership of a substantial portion of the Company's assets and a disposition of a substantial portion of the Company's assets, all as defined below:

(a) A change in the ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company which, together with stock held by such person or group, represents more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company. An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock.

(b) A change in the effective control of the Company occurs on the date that either: any one person, or more than one person acting as a group becomes the beneficial owner of stock of the Company possessing more than fifty percent (50%) of the total voting power of the stock of the Company; or a majority of members of the Company's board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Company's board of directors who were directors prior to the date of the appointment or election of the first of such new directors.

(c) A change in the ownership of a substantial portion of the Company's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to an entity more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

(d) A disposition of a substantial portion of the Company's assets occurs on the date that the Company transfers assets by sale, lease, exchange, distribution to shareholders, assignment to creditors, foreclosure or otherwise, in a transaction or transactions not in the ordinary course of the Company's business (or has made such transfers during the 12-month period ending on the date of the most recent transfer of assets) that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company as of the date immediately prior to the first such transfer or transfers. The transfer of assets by the Company is not treated as a disposition of a substantial portion of the Company's assets if the assets are transferred to an entity, more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

3. Termination Following Change in Control.

(a) General. If the Executive is still an employee of the Company at the time of a Change in Control, the Executive shall be entitled to the compensation and benefits provided in Section 4 upon the subsequent termination of the Executive's employment with the Company by the Executive or by the Company during the term of this Agreement, unless such termination is as a result of (i) the Executive's death; (ii) the Executive's Disability; (iii) the Executive's Retirement; (iv) the Executive's termination by the Company for Cause; or (v) the Executive's decision to terminate employment other than for Good Reason.

(b) Disability. The term "Disability" as used in this Agreement shall mean termination of the Executive's employment by the Company as a result of the Executive's incapacity due to physical or mental illness, provided that the Executive shall have been absent from his duties with the Company on a full-time basis for six consecutive months and such absence shall have continued unabated for 30 days after Notice of Termination as described in Section 3(f) is thereafter given to the Executive by the Company.

(c) Retirement. The term "Retirement" as used in this Agreement shall mean termination of the Executive's employment by the Company based on the Executive's having attained age 65 or such later retirement age as shall have been established pursuant to a written agreement between the Company and the Executive.

(d) Cause. The term "Cause" for purposes of this Agreement shall mean the Company's termination of the Executive's employment on the basis of criminal or civil fraud on the part of the Executive involving a material amount of funds of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Company's Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth in the first sentence of this Section 3(d) and specifying the particulars thereof in detail. For purposes of this Agreement only, the preparation and filing of fictitious, false or misleading claims in connection with any federal, state or other third party medical reimbursement program, or any other violation of any rule or regulation in respect of any federal, state or other third party medical reimbursement program by the Company or any subsidiary of the Company shall not be deemed to constitute "criminal fraud" or "civil fraud."

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean any of the following actions taken by the Company without the Executive's express written consent:

(i) The assignment to the Executive by the Company of duties inconsistent with, or a material adverse alteration of the powers and functions associated with, the Executive's position, duties, responsibilities and status with the Company prior to a Change in Control, or an adverse change in the Executive's titles or offices as in effect prior to a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such positions, except in connection with the termination of his employment for Disability, Retirement or Cause or as a result of the Executive's death or by the Executive other than for Good Reason;

(ii) A reduction in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement;

(iii) Ay failure by the Company to continue in effect any benefit plan, program or arrangement (including, without limitation, any profit sharing plan, group annuity contract, group life insurance supplement, or medical, dental, accident and disability plans) in which the Executive was eligible to participate at the time of a Change in Control (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan, unless a comparable substitute Benefit Plan shall be made available to the Executive, or deprive the Executive of any fringe benefit enjoyed by the Executive at the time of a Change in Control;

(iv) Any failure by the Company to continue in effect any incentive plan or arrangement (including, without limitation, any bonus or contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which the Executive is participating at the time of a Change in Control (or any other plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Incentive Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in any such Incentive Plan or reduce the Executive's benefits under any such Incentive Plan, expressed as a percentage of his base salary, by more than five percentage points in any fiscal year as compared to the immediately preceding fiscal year, or any action to reduce Executive's bonuses under any Incentive Plan by more than five percentage points (5%) in any fiscal year as compared to the immediately preceding fiscal year;

(v) Any failure by the Company to continue in effect any plan or arrangement to receive securities of the Company (including, without limitation, the Company's Assumed 2006 Stock Incentive Plan and any other plan or arrangement to receive and exercise stock options, stock appreciation rights, restricted stock or grants thereof) in which the Executive is participating or has the right to participate in prior to a Change in Control (or plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Securities Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Securities Plan, unless a comparable substitute Securities Plan shall be made available to the Executive;

(vi) A relocation of the Company's principal executive offices to a location more than fifty (50) miles from its location immediately prior to a Change in Control, or the Executive's relocation to any place other than the Company's principal executive offices, except for required travel by the Executive on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to a Change in Control;

(vii) Required work and or travel schedule that is not substantially consistent with the Executive's work and/or business travel schedule immediately prior to a Change in Control:

(viii) Any failure by the Company to provide the Executive with the number of Paid Time Off ("PTO") days (or compensation therefor at termination of employment) accrued to the Executive through the Date of Termination;

(ix) Any material breach by the Company of any provision of this Agreement;

(viii) Any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company effected in accordance with the provisions of Section 7(a) hereof;

(ixi) Any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3(f), and for purposes of this Agreement, no such purported termination shall be effective; or

(xi) Any proposal or request by the Company after the Effective Date to require that the Executive enter into a non-competition agreement with the Company where the terms of such agreement as to its scope or duration are greater than the terms set forth in Section 5 hereof.

(f) Notice of Termination. Any termination of the Executive's employment by the Company for a reason specified in Section 3(b), 3(c) or 3(d) shall be communicated to the Executive by a Notice of Termination prior to the effective date of the termination. For purposes of this Agreement, a "Notice of Termination" shall mean a written notice which shall indicate whether such termination is for the reason set forth in Section 3(b), 3(c) or 3(d) and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. For purposes of this Agreement, no termination of the Executive's employment by the Company shall constitute a termination for Disability, Retirement or Cause unless such termination is preceded by a Notice of Termination.

(g) Date of Termination. "Date of Termination" shall mean (a) if the Executive's employment is terminated by the Company for Disability, 30 days after a Notice of Termination is given to the Executive (provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period) or (b) if the Executive's employment is terminated by the Company or the Executive for any other reason, the date on which the Executive's termination is effective; provided that, if within 30 days after any Notice of Termination is given to the Executive by the Company the Executive notifies the Company that a dispute exists concerning the termination, the Date of Termination shall be the date the dispute is finally determined whether by mutual agreement by the parties or upon final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected). For purposes of this Agreement, the Executive's employment by the Company shall be deemed terminated upon the date the Executive incurs a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations issued thereunder.

4. Compensation and Benefits upon Termination of Employment.

(a) If the Company shall terminate the Executive's employment after a Change in Control other than pursuant to Section 3(b), 3(c) or 3(d) and Section 3(f), or if the Executive shall terminate his employment for Good Reason, then the Company shall pay to the Executive, as severance compensation and in consideration of the Executive's adherence to the terms of Section 5 hereof, the following:

(i) On the Date of Termination, the Company shall become liable to the Executive for an amount equal to three (3.0) times the Executive's annual base compensation and targeted base bonus on the date of the Change in Control, which amount shall be paid to the Executive in cash on or before the fifth business day following the Date of Termination.

(ii) For a period of thirty-six (36) months following the Date of Termination, the following benefits are provided to the Executive: a) if the Executive elects and remains eligible for COBRA coverage for the Executive and anyone entitled to claim under or through the Executive, the Executive shall be entitled to purchase the COBRA coverage under the group medical plan, dental plan or vision plan at a subsidized COBRA rate equal to the "active" employee contribution rate for Executive and dependents (where applicable); and b) Executive's participation in the life or other similar insurance or death benefit plan, or other present or future similar group employee benefit plan or program of the Company (excluding short-term or long-term disability insurance) for which key executives are eligible at the date of a Change in Control, to the same extent as if the Executive had continued to be an employee of the Company during such period and such benefits shall, to the extent not fully paid under any such plan or program, be paid by the Company.

(iii) Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit provided pursuant to or in connection with this Agreement that is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. If and to the extent required by Section 409A of the Code, no payment or benefit shall be made or provided to a "specified employee" (as defined below) prior to the six (6) month anniversary of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code). The amounts provided for in this Agreement that constitute nonqualified deferred compensation shall be paid as soon as the six month deferral period ends. In the event that benefits are required to be deferred, any such benefit may be provided during such six month deferral period at the Executive's expense, with the Executive having a right to reimbursement from the Company for the amount of any premiums or expenses paid by the Executive once the six month deferral period ends. For this purpose, a specified employee shall mean an individual who is a key employee (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) of the Code) of the Company at any time during the 12-month period ending on each December 31 (the "identification date"). If the Executive is a key employee as of an identification date, the Executive shall be treated as a specified employee for the 12-month period beginning on the April 1 following the identification date. Notwithstanding the foregoing, the Executive shall not be treated as a specified employee unless any stock of the Company or a Company or business affiliated with it pursuant to Sections 414(b) or (c) of the Code is publicly traded on an established securities market or otherwise.

(b) The parties hereto agree that the payments provided in Section 4(a) hereof are reasonable compensation in light of the Executive's services rendered to the Company and in consideration of the Executive's adherence to the terms of Section 5 hereof. Neither party shall contest the payment of such benefits as constituting an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Code. In the event that the Executive becomes entitled to the compensation and benefits described in Section 4(a) hereof (the "Compensation Payments") and the Company has determined, based upon the advise of tax counsel selected by the Company's independent auditors and acceptable to the Executive, that, as a result of such Compensation Payments and any other benefits or payments required to be taken into account under Code Section 280G(b)(2) ("Parachute Payments"), any of such Parachute Payments must be reported by the Company as "excess parachute payments" and are therefore not deductible by the Company, the Company shall pay to the Executive at the time specified in Section 4(a) above an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any of the tax imposed on the Executive by Section 4999 of the Code (the "Excise Tax") and any Federal, state and local income tax and Excise Tax upon the Gross-Up Payment, shall be equal to the Parachute Payments determined prior to the application of this paragraph. The value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rates of taxation in the state and locality of the Executive's residence on the Date of Termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes. In the event that the Excise Tax payable by the Executive is subsequently determined to be less than the amount, if any, taken into account hereunder at the time of termination of the Executive's employment, the Executive shall repay to the Company at the time that the amount of such reduction in Excise Tax is finally determined the portion of the Gross-Up Payment attributable to such reduction plus interest on the amount of such repayment at the rate provided for in Section 1274(b)(2)(B) of the Code ("Repayment Amount"). In the event that the Excise Tax payable by the Executive is determined to exceed the amount, if any, taken into account hereunder at the time of the termination of the Executive's employment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest and penalty payable with respect to such excess) immediately prior to the time that the amount of such excess is required to be paid by Executive ("Additional Gross-up"), such that the net amount retained by the Executive, after deduction of any Excise Tax on the Parachute Payments and any Federal, state and local income tax and Excise Tax upon the Additional Gross-Up Payment, shall be equal to the Parachute Payments determined prior to the application of this paragraph. The obligation to pay any Repayment Amount or Additional Gross-up shall remain in effect under this Agreement for the entire period during which the Executive remains liable for the Excise Tax, including the period during which any applicable statute of limitation remains open.

(c) The payments provided in Section 4(a) above shall be in lieu of any other severance compensation otherwise payable to Executive under any other agreement between Executive and the Company or the Company's established severance compensation policies; provided, however, that nothing in this Agreement shall affect or impair Executive's vested rights under any other employee benefit plan or policy of the Company. For the avoidance of doubt, if more than one Change in Control occurs during the term hereof, the term of this Agreement shall be measured from the latest such Change in Control to occur and the amount of compensation payable under Section 4(a)(1) shall be based upon the highest annual base salary, targeted base bonus and car allowance payable to Executive on the date of any such Change in Control, but Executive shall not be entitled to receive severance compensation under Section 4(a) more than once.

(d) Unless the Company determines that any Parachute Payments made hereunder must be reported as "excess parachute payments" in accordance with the third sentence of Section 4(b) above, neither party shall file any return taking the position that the payment of such benefits constitutes an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Code. If the Internal Revenue Service proposes an assessment of Excise Tax against the Executive in excess of the amount, if any, taken into account at the time specified in Section 4(a), then, if the Company notifies Executive in writing that the Company elects to contest such assessment at its expense, unless the Executive waives the right to an Additional Gross-Up Payment, the Executive (i) shall in good faith cooperate with the Company in contesting such proposed assessment; and (ii) such Executive shall not settle such contest without the written consent of the Company. Any such contest shall be controlled by the Company, *provided*, *however,* that the Executive may participate in such contest.

5. Protective Covenants.

(a) Definitions.

This Subsection sets forth the definition of certain capitalized terms used in Subsections (a) through (f) of this Section 5.

(i) "Competing Business" shall mean a business (other than the Company) that, directly or through a controlled subsidiary or through an affiliate, is an integrated developer, manufacturer, and marketer of a) collagen based biomaterials or products and/or durable hydrogel biomaterials or products, b) bioimplants manufactured from human amniotic membrane, or c) amnion based products (collectively, "Competing Services"). Notwithstanding the foregoing, no business shall be deemed a "Competing Business" unless, within at least one of the business's three most recently concluded fiscal years, that business, or a division of that business, derived more than twenty percent (20%) of its gross revenues or more than $2,000,000 in gross revenues from the provision of Competing Services.

(ii) "Competitive Position" shall mean: (A) the Executive's direct or indirect equity ownership (excluding ownership of less than one percent (1%) of the outstanding common stock of any publicly held Company) or control of any portion of any Competing Business; or (B) any employment, consulting, partnership, advisory, directorship, agency, promotional or independent contractor arrangement between the Executive and any Competing Business where the Executive performs services for the Competing Business substantially similar to those the Executive performed for the Company.

(iii) "Covenant Period" shall mean the period of time from the date of this Agreement to the date that is thirty-six (36) months after the Date of Termination.

(iv) "Customers" shall mean actual customers, clients or referral sources to or on behalf of which the Company provides Competing Services (A) during the two years prior to the date of this Agreement and (B) during the Covenant Period.

(v) "Restricted Territory" shall mean the 48 continuous states of the continental United States.

(b) Limitation on Competition. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, anywhere within the Restricted Territory, either directly or indirectly, alone or in conjunction with any other party, accept, enter into or take any action in conjunction with or in furtherance of a Competitive Position (other than action to reject an unsolicited offer of a Competitive Position).

(c) Limitation on Soliciting Customers. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit, divert or appropriate or attempt to solicit, divert or appropriate on behalf of a Competing Business with which Executive has a Competitive Position any Customer located in the Restricted Territory (or any other Customer with which the Executive had any direct contact on behalf of the Company) for the purpose of providing the Customer or having the Customer provided with a Competing Service.

(d) Limitation on Soliciting Personnel or Other Parties. In consideration of the Company's entering into this Agreement, the Executive hereby agrees that he will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit or attempt to solicit any employee, consultant, contractor, independent broker or other personnel of the Company or any subsidiary of the Company to terminate, alter or lessen that party's affiliation with the Company or to violate the terms of any agreement or understanding between such employee, consultant, contractor or other person and the Company or any subsidiary of the Company.

(e) Acknowledgement. The parties acknowledge and agree that the Protective Covenants are reasonable as to time, scope and territory given the Company's need to protect its trade secrets and confidential business information and given the substantial payments and benefits to which the Executive may be entitled pursuant to this Agreement.

(f) Remedies. The parties acknowledge that any breach or threatened breach of a Protective Covenant by the Executive is reasonably likely to result in irreparable injury to the Company, and therefore, in addition to all remedies provided at law or in equity, the Executive agrees that the Company shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or contemplated breach of the Protective Covenant. If the Company seeks an injunction, the Executive waives any requirement that the Company post a bond or any other security.

6. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) All compensation and benefits provided to the Executive under this Agreement are in consideration of the Executive's services rendered to the Company and of the Executive's adhering to the terms set forth in Section 5 hereof and the Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any Benefit Plan, Incentive Plan or Securities Plan, employment agreement or other contract, plan or arrangement.

7. Successor to the Company.

(a) The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company ("Successor or Assign"), by agreement in form and substance satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment for Good Reason. As used in this Agreement (except for purposes of defining "Change in Control" in Section 2), "Company" shall mean the Company as hereinbefore defined and any Successor or Assign to the Company. If at any time during the term of this Agreement the Executive is employed by any Company a majority of the voting securities of which is then owned by the Company, "Company" as used in Sections 3, 4, 12 and 14 hereof shall in addition include such employer. In such event, the Company agrees that it shall pay or shall cause such employer to pay any amounts owed to the Executive pursuant to Section 4 hereof.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts are still payable to him hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or the designee or, if there be no such designee, to the Executive's estate.

8. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by overnight courier service (e.g., Federal Express) or mailed by United States certified mail, return receipt required, postage prepaid, as follows:

If to Company:

MiMedx Group, Inc.
60 Chastain Center Blvd, Suite 60
Kennesaw, GA 30144
Attention: General Counsel

If to Executive:

Parker H. Petit
1650 Cox Road
Roswell, GA 30075

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. Legal Fees and Expenses. The Company shall pay all legal fees, expenses and damages which the Executive may incur as a result of the Executive's instituting legal action to enforce his rights hereunder, or in the event the Company contests the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement. If the Executive is the prevailing party or recovers any damages in such legal action, the Executive shall be entitled to receive in addition thereto pre-judgment and post-judgment interest on the amount of such damages.

13. Section 409A Indemnification. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. The Company and the Executive shall cooperate to modify this Agreement as necessary to comply with the requirements of Section 409A of the Code. In the event the Company does not so cooperate, it shall indemnify and hold harmless the Executive on an after-tax basis from any tax or interest penalty imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Agreement or any other plan or arrangement sponsored or maintained by the Company to the extent such tax or interest penalty is imposed as a result of any failure of the Company to comply with Section 409A of the Code with respect to such payment or benefit.

14. Severability; Modification. All provisions of this Agreement are severable from one another, and the unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, but such remaining provisions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties. Should any judicial body interpreting this Agreement deem any provision of this Agreement to be unreasonably broad in time, territory, scope or otherwise, it is the intent and desire of the parties that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

15. Confidentiality. The Executive acknowledges that he has previously entered into, and continues to be bound by the terms of, the Employee Inventions and Assignment Agreement, dated November 10, 2011, and the Confidentiality and Non-Solicitation Agreement, dated November 10, 2011, with the Company.

16. Agreement Not an Employment Contract. This Agreement shall not be deemed to constitute or be deemed ancillary to an employment contract between the Company and the Executive, and nothing herein shall be deemed to give the Executive the right to continue in the employ of the Company or to eliminate the right of the Company to discharge the Executive at any time.

17. Limited Release. The Company's obligation to provide severance payments to Executive under this Agreement is expressly contingent upon the Company's prior receipt of an executed copy of a Limited Release in a form customarily utilized by the Company for such matters (the "Limited Release"). The Company will have no obligation to provide severance payments to Executive in the event that Executive (i) does not deliver to the Company an executed Limited Release , or (ii) does deliver an executed General Release to the Company, but Executive breaches any representation, warranty or covenant of the Limited Release after delivery. Furthermore, the Company will be entitled to accrue and withhold any severance payment otherwise due during any period in which the Limited Release is revocable (in whole or in part) by Employee, provided that any such withheld payments will promptly be remitted to Executive when the Release Agreement becomes irrevocable.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

MiMedx Group, Inc.

By: _____
Its Chief Financial Officer

PARKER H. PETIT

_____
Executive

Exhibit 10.92

CHANGE IN CONTROL
SEVERANCE COMPENSATION
AND
RESTRICTIVE COVENANT AGREEMENT

THIS SEVERANCE COMPENSATION AND RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is dated as of November 11, 2011 between **MiMedx Group, Inc**., a Florida Company (the "Company"), and **WILLIAM C. TAYLOR** (the "Executive").

WHEREAS, the Company, has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in potentially disruptive circumstances arising from the possibility of a Change in Control (as hereinafter defined) of the Company; and

WHEREAS, the severance benefits payable by the Company to the Executive as provided herein are in part intended to ensure that the Executive receives reasonable compensation given the specific circumstances of Executive's employment history with the Company;

NOW, THEREFORE, in consideration of their respective obligations to one another set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which the parties hereby acknowledge, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Term. This Agreement shall terminate, except to the extent that any obligation of the Company hereunder remains unpaid as of such time, upon the earliest of (i) the Date of Termination (as hereinafter defined) of the Executive's employment with the Company as a result of the Executive's death, Disability (as defined in Section 3(b)) or Retirement (as defined in Section 3(c)), by the Company for Cause (as defined in Section 3(d)) or by the Executive other than for Good Reason (as defined in Section 3(e)); and (ii) three years from the date of a Change in Control if the Executive's employment with the Company has not terminated as of such time.

2. Change in Control. For purposes of this Agreement, "Change in Control" shall mean and be deemed to have occurred on the earliest to occur of a change in the ownership of the Company, a change in the effective control of the Company, a change in ownership of a substantial portion of the Company's assets and a disposition of a substantial portion of the Company's assets, all as defined below:

(a) A change in the ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company which, together with stock held by such person or group, represents more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company. An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock.

(b) A change in the effective control of the Company occurs on the date that either: any one person, or more than one person acting as a group becomes the beneficial owner of stock of the Company possessing more than fifty percent (50%) of the total voting power of the stock of the Company; or a majority of members of the Company's board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Company's board of directors who were directors prior to the date of the appointment or election of the first of such new directors.

(c) A change in the ownership of a substantial portion of the Company's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to an entity more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

(d) A disposition of a substantial portion of the Company's assets occurs on the date that the Company transfers assets by sale, lease, exchange, distribution to shareholders, assignment to creditors, foreclosure or otherwise, in a transaction or transactions not in the ordinary course of the Company's business (or has made such transfers during the 12-month period ending on the date of the most recent transfer of assets) that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company as of the date immediately prior to the first such transfer or transfers. The transfer of assets by the Company is not treated as a disposition of a substantial portion of the Company's assets if the assets are transferred to an entity, more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

3. Termination Following Change in Control.

(a) General. If the Executive is still an employee of the Company at the time of a Change in Control, the Executive shall be entitled to the compensation and benefits provided in Section 4 upon the subsequent termination of the Executive's employment with the Company by the Executive or by the Company during the term of this Agreement, unless such termination is as a result of (i) the Executive's death; (ii) the Executive's Disability; (iii) the Executive's Retirement; (iv) the Executive's termination by the Company for Cause; or (v) the Executive's decision to terminate employment other than for Good Reason.

(b) Disability. The term "Disability" as used in this Agreement shall mean termination of the Executive's employment by the Company as a result of the Executive's incapacity due to physical or mental illness, provided that the Executive shall have been absent from his duties with the Company on a full-time basis for six consecutive months and such absence shall have continued unabated for 30 days after Notice of Termination as described in Section 3(f) is thereafter given to the Executive by the Company.

(c) Retirement. The term "Retirement" as used in this Agreement shall mean termination of the Executive's employment by the Company based on the Executive's having attained age 65 or such later retirement age as shall have been established pursuant to a written agreement between the Company and the Executive.

(d) Cause. The term "Cause" for purposes of this Agreement shall mean the Company's termination of the Executive's employment on the basis of criminal or civil fraud on the part of the Executive involving a material amount of funds of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Company's Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth in the first sentence of this Section 3(d) and specifying the particulars thereof in detail. For purposes of this Agreement only, the preparation and filing of fictitious, false or misleading claims in connection with any federal, state or other third party medical reimbursement program, or any other violation of any rule or regulation in respect of any federal, state or other third party medical reimbursement program by the Company or any subsidiary of the Company shall not be deemed to constitute "criminal fraud" or "civil fraud."

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean any of the following actions taken by the Company without the Executive's express written consent:

(i) The assignment to the Executive by the Company of duties inconsistent with, or a material adverse alteration of the powers and functions associated with, the Executive's position, duties, responsibilities and status with the Company prior to a Change in Control, or an adverse change in the Executive's titles or offices as in effect prior to a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such positions, except in connection with the termination of his employment for Disability, Retirement or Cause or as a result of the Executive's death or by the Executive other than for Good Reason;

(ii) A reduction in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement;

(iii) Any failure by the Company to continue in effect any benefit plan, program or arrangement (including, without limitation, any profit sharing plan, group annuity contract, group life insurance supplement, or medical, dental, accident and disability plans) in which the Executive was eligible to participate at the time of a Change in Control (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan, unless a comparable substitute Benefit Plan shall be made available to the Executive, or deprive the Executive of any fringe benefit enjoyed by the Executive at the time of a Change in Control;

(iv) Any failure by the Company to continue in effect any incentive plan or arrangement (including, without limitation, any bonus or contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which the Executive is participating at the time of a Change in Control (or any other plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Incentive Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in any such Incentive Plan or reduce the Executive's benefits under any such Incentive Plan, expressed as a percentage of his base salary, by more than five percentage points in any fiscal year as compared to the immediately preceding fiscal year, or any action to reduce Executive's bonuses under any Incentive Plan by more than five percentage points (5%) in any fiscal year as compared to the immediately preceding fiscal year;

(v) Any failure by the Company to continue in effect any plan or arrangement to receive securities of the Company (including, without limitation, the Company's Assumed 2006 Stock Incentive Plan and any other plan or arrangement to receive and exercise stock options, stock appreciation rights, restricted stock or grants thereof) in which the Executive is participating or has the right to participate in prior to a Change in Control (or plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Securities Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Securities Plan, unless a comparable substitute Securities Plan shall be made available to the Executive;

(vi) A relocation of the Company's principal executive offices to a location more than fifty (50) miles from its location immediately prior to a Change in Control, or the Executive's relocation to any place other than the Company's principal executive offices, except for required travel by the Executive on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to a Change in Control;

(vii) Required work and or travel schedule that is not substantially consistent with the Executive's work and/or business travel schedule immediately prior to a Change in Control:

(viii) Any failure by the Company to provide the Executive with the number of Paid Time Off ("PTO") days (or compensation therefor at termination of employment) accrued to the Executive through the Date of Termination;

(ix) Any material breach by the Company of any provision of this Agreement;

(x) Any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company effected in accordance with the provisions of Section 7(a) hereof;

(xi) Any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3(f), and for purposes of this Agreement, no such purported termination shall be effective; or

(xii) Any proposal or request by the Company after the Effective Date to require that the Executive enter into a non-competition agreement with the Company where the terms of such agreement as to its scope or duration are greater than the terms set forth in Section 5 hereof.

(f) Notice of Termination. Any termination of the Executive's employment by the Company for a reason specified in Section 3(b), 3(c) or 3(d) shall be communicated to the Executive by a Notice of Termination prior to the effective date of the termination. For purposes of this Agreement, a "Notice of Termination" shall mean a written notice which shall indicate whether such termination is for the reason set forth in Section 3(b), 3(c) or 3(d) and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. For purposes of this Agreement, no termination of the Executive's employment by the Company shall constitute a termination for Disability, Retirement or Cause unless such termination is preceded by a Notice of Termination.

(g) Date of Termination. "Date of Termination" shall mean (a) if the Executive's employment is terminated by the Company for Disability, 30 days after a Notice of Termination is given to the Executive (provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period) or (b) if the Executive's employment is terminated by the Company or the Executive for any other reason, the date on which the Executive's termination is effective; provided that, if within 30 days after any Notice of Termination is given to the Executive by the Company the Executive notifies the Company that a dispute exists concerning the termination, the Date of Termination shall be the date the dispute is finally determined whether by mutual agreement by the parties or upon final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected). For purposes of this Agreement, the Executive's employment by the Company shall be deemed terminated upon the date the Executive incurs a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations issued thereunder.

4. Compensation and Benefits upon Termination of Employment.

(a) If the Company shall terminate the Executive's employment after a Change in Control other than pursuant to Section 3(b), 3(c) or 3(d) and Section 3(f), or if the Executive shall terminate his employment for Good Reason, then the Company shall pay to the Executive, as severance compensation and in consideration of the Executive's adherence to the terms of Section 5 hereof, the following:

(i) On the Date of Termination, the Company shall become liable to the Executive for an amount equal to one and one-half (1.5) times the Executive's annual base compensation and targeted base bonus on the date of the Change in Control, which amount shall be paid to the Executive in cash on or before the fifth business day following the Date of Termination.

(ii) For a period of eighteen (18) months following the Date of Termination, the following benefits are provided to the Executive: a) if the Executive elects and remains eligible for COBRA coverage for the Executive and anyone entitled to claim under or through the Executive, the Executive shall be entitled to purchase the COBRA coverage under the group medical plan, dental plan or vision plan at a subsidized COBRA rate equal to the "active" employee contribution rate for Executive and dependents (where applicable); and b) Executive's participation in the life or other similar insurance or death benefit plan, or other present or future similar group employee benefit plan or program of the Company (excluding short-term or long-term disability insurance) for which key executives are eligible at the date of a Change in Control, to the same extent as if the Executive had continued to be an employee of the Company during such period and such benefits shall, to the extent not fully paid under any such plan or program, be paid by the Company.

(iii) Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit provided pursuant to or in connection with this Agreement that is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. If and to the extent required by Section 409A of the Code, no payment or benefit shall be made or provided to a "specified employee" (as defined below) prior to the six (6) month anniversary of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code). The amounts provided for in this Agreement that constitute nonqualified deferred compensation shall be paid as soon as the six month deferral period ends. In the event that benefits are required to be deferred, any such benefit may be provided during such six month deferral period at the Executive's expense, with the Executive having a right to reimbursement from the Company for the amount of any premiums or expenses paid by the Executive once the six month deferral period ends. For this purpose, a specified employee shall mean an individual who is a key employee (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) of the Code) of the Company at any time during the 12-month period ending on each December 31 (the "identification date"). If the Executive is a key employee as of an identification date, the Executive shall be treated as a specified employee for the 12-month period beginning on the April 1 following the identification date. Notwithstanding the foregoing, the Executive shall not be treated as a specified employee unless any stock of the Company or a Company or business affiliated with it pursuant to Sections 414(b) or (c) of the Code is publicly traded on an established securities market or otherwise.

(b) The parties hereto agree that the payments provided in Section 4(a) hereof are reasonable compensation in light of the Executive's services rendered to the Company and in consideration of the Executive's adherence to the terms of Section 5 hereof. Neither party shall contest the payment of such benefits as constituting an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Code. In the event that the Executive becomes entitled to the compensation and benefits described in Section 4(a) hereof (the "Compensation Payments") and the Company has determined, based upon the advise of tax counsel selected by the Company's independent auditors and acceptable to the Executive, that, as a result of such Compensation Payments and any other benefits or payments required to be taken into account under Code Section 280G(b)(2) ("Parachute Payments"), any of such Parachute Payments must be reported by the Company as "excess parachute payments" and are therefore not deductible by the Company, the Company shall pay to the Executive at the time specified in Section 4(a) above an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any of the tax imposed on the Executive by Section 4999 of the Code (the "Excise Tax") and any Federal, state and local income tax and Excise Tax upon the Gross-Up Payment, shall be equal to the Parachute Payments determined prior to the application of this paragraph. The value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rates of taxation in the state and locality of the Executive's residence on the Date of Termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes. In the event that the Excise Tax payable by the Executive is subsequently determined to be less than the amount, if any, taken into account hereunder at the time of termination of the Executive's employment, the Executive shall repay to the Company at the time that the amount of such reduction in Excise Tax is finally determined the portion of the Gross-Up Payment attributable to such reduction plus interest on the amount of such repayment at the rate provided for in Section 1274(b)(2)(B) of the Code ("Repayment Amount"). In the event that the Excise Tax payable by the Executive is determined to exceed the amount, if any, taken into account hereunder at the time of the termination of the Executive's employment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest and penalty payable with respect to such excess) immediately prior to the time that the amount of such excess is required to be paid by Executive ("Additional Gross-up"), such that the net amount retained by the Executive, after deduction of any Excise Tax on the Parachute Payments and any Federal, state and local income tax and Excise Tax upon the Additional Gross-Up Payment, shall be equal to the Parachute Payments determined prior to the application of this paragraph. The obligation to pay any Repayment Amount or Additional Gross-up shall remain in effect under this Agreement for the entire period during which the Executive remains liable for the Excise Tax, including the period during which any applicable statute of limitation remains open.

(c) The payments provided in Section 4(a) above shall be in lieu of any other severance compensation otherwise payable to Executive under any other agreement between Executive and the Company or the Company's established severance compensation policies; provided, however, that nothing in this Agreement shall affect or impair Executive's vested rights under any other employee benefit plan or policy of the Company. For the avoidance of doubt, if more than one Change in Control occurs during the term hereof, the term of this Agreement shall be measured from the latest such Change in Control to occur and the amount of compensation payable under Section 4(a)(1) shall be based upon the highest annual base salary, targeted base bonus and car allowance payable to Executive on the date of any such Change in Control, but Executive shall not be entitled to receive severance compensation under Section 4(a) more than once.

(d) Unless the Company determines that any Parachute Payments made hereunder must be reported as "excess parachute payments" in accordance with the third sentence of Section 4(b) above, neither party shall file any return taking the position that the payment of such benefits constitutes an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Code. If the Internal Revenue Service proposes an assessment of Excise Tax against the Executive in excess of the amount, if any, taken into account at the time specified in Section 4(a), then, if the Company notifies Executive in writing that the Company elects to contest such assessment at its expense, unless the Executive waives the right to an Additional Gross-Up Payment, the Executive (i) shall in good faith cooperate with the Company in contesting such proposed assessment; and (ii) such Executive shall not settle such contest without the written consent of the Company. Any such contest shall be controlled by the Company, *provided, however,* that the Executive may participate in such contest.

5. Protective Covenants.

(a) Definitions.

This Subsection sets forth the definition of certain capitalized terms used in Subsections (a) through (f) of this Section 5.

(i) "Competing Business" shall mean a business (other than the Company) that, directly or through a controlled subsidiary or through an affiliate, is an integrated developer, manufacturer, and marketer of a) collagen based biomaterials or products and/or durable hydrogel biomaterials or products, b) bioimplants manufactured from human amniotic membrane, or c) amnion based products (collectively, "Competing Services"). Notwithstanding the foregoing, no business shall be deemed a "Competing Business" unless, within at least one of the business's three most recently concluded fiscal years, that business, or a division of that business, derived more than twenty percent (20%) of its gross revenues or more than $2,000,000 in gross revenues from the provision of Competing Services.

(ii) "Competitive Position" shall mean: (A) the Executive's direct or indirect equity ownership (excluding ownership of less than one percent (1%) of the outstanding common stock of any publicly held Company) or control of any portion of any Competing Business; or (B) any employment, consulting, partnership, advisory, directorship, agency, promotional or independent contractor arrangement between the Executive and any Competing Business where the Executive performs services for the Competing Business substantially similar to those the Executive performed for the Company.

(iii) "Covenant Period" shall mean the period of time from the date of this Agreement to the date that is eighteen (18) months after the Date of Termination.

(iv) "Customers" shall mean actual customers, clients or referral sources to or on behalf of which the Company provides Competing Services (A) during the two years prior to the date of this Agreement and (B) during the Covenant Period.

(v) "Restricted Territory" shall mean the 48 continuous states of the continental United States.

(b) Limitation on Competition. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, anywhere within the Restricted Territory, either directly or indirectly, alone or in conjunction with any other party, accept, enter into or take any action in conjunction with or in furtherance of a Competitive Position (other than action to reject an unsolicited offer of a Competitive Position).

(c) Limitation on Soliciting Customers. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit, divert or appropriate or attempt to solicit, divert or appropriate on behalf of a Competing Business with which Executive has a Competitive Position any Customer located in the Restricted Territory (or any other Customer with which the Executive had any direct contact on behalf of the Company) for the purpose of providing the Customer or having the Customer provided with a Competing Service.

(d) Limitation on Soliciting Personnel or Other Parties. In consideration of the Company's entering into this Agreement, the Executive hereby agrees that he will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit or attempt to solicit any employee, consultant, contractor, independent broker or other personnel of the Company or any subsidiary of the Company to terminate, alter or lessen that party's affiliation with the Company or to violate the terms of any agreement or understanding between such employee, consultant, contractor or other person and the Company or any subsidiary of the Company.

(e) Acknowledgement. The parties acknowledge and agree that the Protective Covenants are reasonable as to time, scope and territory given the Company's need to protect its trade secrets and confidential business information and given the substantial payments and benefits to which the Executive may be entitled pursuant to this Agreement.

(f) Remedies. The parties acknowledge that any breach or threatened breach of a Protective Covenant by the Executive is reasonably likely to result in irreparable injury to the Company, and therefore, in addition to all remedies provided at law or in equity, the Executive agrees that the Company shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or contemplated breach of the Protective Covenant. If the Company seeks an injunction, the Executive waives any requirement that the Company post a bond or any other security.

6. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) All compensation and benefits provided to the Executive under this Agreement are in consideration of the Executive's services rendered to the Company and of the Executive's adhering to the terms set forth in Section 5 hereof and the Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any Benefit Plan, Incentive Plan or Securities Plan, employment agreement or other contract, plan or arrangement.

7. Successor to the Company.

(a) The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company ("Successor or Assign"), by agreement in form and substance satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment for Good Reason. As used in this Agreement (except for purposes of defining "Change in Control" in Section 2), "Company" shall mean the Company as hereinbefore defined and any Successor or Assign to the Company. If at any time during the term of this Agreement the Executive is employed by any Company a majority of the voting securities of which is then owned by the Company, "Company" as used in Sections 3, 4, 12 and 14 hereof shall in addition include such employer. In such event, the Company agrees that it shall pay or shall cause such employer to pay any amounts owed to the Executive pursuant to Section 4 hereof.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts are still payable to him hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or the designee or, if there be no such designee, to the Executive's estate.

8. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by overnight courier service (e.g., Federal Express) or mailed by United States certified mail, return receipt required, postage prepaid, as follows:

If to Company:

MiMedx Group, Inc.
60 Chastain Center Blvd, Suite 60
Kennesaw, GA 30144
Attention: General Counsel

If to Executive:

William C. Taylor
400 Lafayette Close
Roswell, GA 30075

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. Legal Fees and Expenses. The Company shall pay all legal fees, expenses and damages which the Executive may incur as a result of the Executive's instituting legal action to enforce his rights hereunder, or in the event the Company contests the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement. If the Executive is the prevailing party or recovers any damages in such legal action, the Executive shall be entitled to receive in addition thereto pre-judgment and post-judgment interest on the amount of such damages.

13. Section 409A Indemnification. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. The Company and the Executive shall cooperate to modify this Agreement as necessary to comply with the requirements of Section 409A of the Code. In the event the Company does not so cooperate, it shall indemnify and hold harmless the Executive on an after-tax basis from any tax or interest penalty imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Agreement or any other plan or arrangement sponsored or maintained by the Company to the extent such tax or interest penalty is imposed as a result of any failure of the Company to comply with Section 409A of the Code with respect to such payment or benefit.

14. Severability; Modification. All provisions of this Agreement are severable from one another, and the unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, but such remaining provisions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties. Should any judicial body interpreting this Agreement deem any provision of this Agreement to be unreasonably broad in time, territory, scope or otherwise, it is the intent and desire of the parties that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

15. Confidentiality. The Executive acknowledges that he has previously entered into, and continues to be bound by the terms of, the Employee Proprietary Information and Inventions Assignment Agreement, dated September 23, 2009, with the Company.

16. Agreement Not an Employment Contract. This Agreement shall not be deemed to constitute or be deemed ancillary to an employment contract between the Company and the Executive, and nothing herein shall be deemed to give the Executive the right to continue in the employ of the Company or to eliminate the right of the Company to discharge the Executive at any time.

17. Limited Release. The Company's obligation to provide severance payments to Executive under this Agreement is expressly contingent upon the Company's prior receipt of an executed copy of a Limited Release in a form customarily utilized by the Company for such matters (the "Limited Release"). The Company will have no obligation to provide severance payments to Executive in the event that Executive (i) does not deliver to the Company an executed Limited Release , or (ii) does deliver an executed General Release to the Company, but Executive breaches any representation, warranty or covenant of the Limited Release after delivery. Furthermore, the Company will be entitled to accrue and withhold any severance payment otherwise due during any period in which the Limited Release is revocable (in whole or in part) by Employee, provided that any such withheld payments will promptly be remitted to Executive when the Release Agreement becomes irrevocable.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

MiMedx Group, Inc.

By: _____
Its Chief Executive Officer

WILLIAM C. TAYLOR

_____
Executive

Exhibit 10.93

CHANGE IN CONTROL
SEVERANCE COMPENSATION
AND
RESTRICTIVE COVENANT AGREEMENT

THIS SEVERANCE COMPENSATION AND RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is dated as of November 11, 2011 between **MiMedx Group, Inc**., a Florida Company (the "Company"), and **MICHAEL J. SENKEN** (the "Executive").

WHEREAS, the Company, has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in potentially disruptive circumstances arising from the possibility of a Change in Control (as hereinafter defined) of the Company; and

WHEREAS, the severance benefits payable by the Company to the Executive as provided herein are in part intended to ensure that the Executive receives reasonable compensation given the specific circumstances of Executive's employment history with the Company;

NOW, THEREFORE, in consideration of their respective obligations to one another set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which the parties hereby acknowledge, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Term. This Agreement shall terminate, except to the extent that any obligation of the Company hereunder remains unpaid as of such time, upon the earliest of (i)the Date of Termination (as hereinafter defined) of the Executive's employment with the Company as a result of the Executive's death, Disability (as defined in Section3(b)) or Retirement (as defined in Section3(c)), by the Company for Cause (as defined in Section3(d)) or by the Executive other than for Good Reason (as defined in Section3(e)); and (ii)three years from the date of a Change in Control if the Executive's employment with the Company has not terminated as of such time.

2. Change in Control. For purposes of this Agreement, "Change in Control" shall mean and be deemed to have occurred on the earliest to occur of a change in the ownership of the Company, a change in the effective control of the Company, a change in ownership of a substantial portion of the Company's assets and a disposition of a substantial portion of the Company's assets, all as defined below:

(a) A change in the ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company which, together with stock held by such person or group, represents more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company. An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock.

(b) A change in the effective control of the Company occurs on the date that either: any one person, or more than one person acting as a group becomes the beneficial owner of stock of the Company possessing more than fifty percent (50%) of the total voting power of the stock of the Company; or a majority of members of the Company's board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Company's board of directors who were directors prior to the date of the appointment or election of the first of such new directors.

(c) A change in the ownership of a substantial portion of the Company's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to an entity more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

(d) A disposition of a substantial portion of the Company's assets occurs on the date that the Company transfers assets by sale, lease, exchange, distribution to shareholders, assignment to creditors, foreclosure or otherwise, in a transaction or transactions not in the ordinary course of the Company's business (or has made such transfers during the 12-month period ending on the date of the most recent transfer of assets) that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company as of the date immediately prior to the first such transfer or transfers. The transfer of assets by the Company is not treated as a disposition of a substantial portion of the Company's assets if the assets are transferred to an entity, more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

3. Termination Following Change in Control.

(a) General. If the Executive is still an employee of the Company at the time of a Change in Control, the Executive shall be entitled to the compensation and benefits provided in Section4 upon the subsequent termination of the Executive's employment with the Company by the Executive or by the Company during the term of this Agreement, unless such termination is as a result of (i)the Executive's death; (ii)the Executive's Disability; (iii)the Executive's Retirement; (iv)the Executive's termination by the Company for Cause; or (v)the Executive's decision to terminate employment other than for Good Reason.

(b) Disability. The term "Disability" as used in this Agreement shall mean termination of the Executive's employment by the Company as a result of the Executive's incapacity due to physical or mental illness, provided that the Executive shall have been absent from his duties with the Company on a full-time basis for six consecutive months and such absence shall have continued unabated for 30 days after Notice of Termination as described in Section 3(f) is thereafter given to the Executive by the Company.

(c) Retirement. The term "Retirement" as used in this Agreement shall mean termination of the Executive's employment by the Company based on the Executive's having attained age 65 or such later retirement age as shall have been established pursuant to a written agreement between the Company and the Executive.

(d) Cause. The term "Cause" for purposes of this Agreement shall mean the Company's termination of the Executive's employment on the basis of criminal or civil fraud on the part of the Executive involving a material amount of funds of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Company's Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth in the first sentence of this Section3(d) and specifying the particulars thereof in detail. For purposes of this Agreement only, the preparation and filing of fictitious, false or misleading claims in connection with any federal, state or other third party medical reimbursement program, or any other violation of any rule or regulation in respect of any federal, state or other third party medical reimbursement program by the Company or any subsidiary of the Company shall not be deemed to constitute "criminal fraud" or "civil fraud."

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean any of the following actions taken by the Company without the Executive's express written consent:

(i) The assignment to the Executive by the Company of duties inconsistent with, or a material adverse alteration of the powers and functions associated with, the Executive's position, duties, responsibilities and status with the Company prior to a Change in Control, or an adverse change in the Executive's titles or offices as in effect prior to a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such positions, except in connection with the termination of his employment for Disability, Retirement or Cause or as a result of the Executive's death or by the Executive other than for Good Reason;

(ii) A reduction in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement;

(iii) Any failure by the Company to continue in effect any benefit plan, program or arrangement (including, without limitation, any profit sharing plan, group annuity contract, group life insurance supplement, or medical, dental, accident and disability plans) in which the Executive was eligible to participate at the time of a Change in Control (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan, unless a comparable substitute Benefit Plan shall be made available to the Executive, or deprive the Executive of any fringe benefit enjoyed by the Executive at the time of a Change in Control;

(iv) Any failure by the Company to continue in effect any incentive plan or arrangement (including, without limitation, any bonus or contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which the Executive is participating at the time of a Change in Control (or any other plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Incentive Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in any such Incentive Plan or reduce the Executive's benefits under any such Incentive Plan, expressed as a percentage of his base salary, by more than five percentage points in any fiscal year as compared to the immediately preceding fiscal year, or any action to reduce Executive's bonuses under any Incentive Plan by more than five percentage points (5%) in any fiscal year as compared to the immediately preceding fiscal year;

(v) Any failure by the Company to continue in effect any plan or arrangement to receive securities of the Company (including, without limitation, the Company's Assumed 2006 Stock Incentive Plan and any other plan or arrangement to receive and exercise stock options, stock appreciation rights, restricted stock or grants thereof) in which the Executive is participating or has the right to participate in prior to a Change in Control (or plans or arrangements providing him with substantially similar benefits) (hereinafter referred to as "Securities Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Securities Plan, unless a comparable substitute Securities Plan shall be made available to the Executive;

(vi) A relocation of the Company's principal executive offices to a location more than fifty (50) miles from its location immediately prior to a Change in Control, or the Executive's relocation to any place other than the Company's principal executive offices, except for required travel by the Executive on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to a Change in Control;

(vii) Required work and or travel schedule that is not substantially consistent with the Executive's work and/or business travel schedule immediately prior to a Change in Control:

(viii) Any failure by the Company to provide the Executive with the number of Paid Time Off ("PTO") days (or compensation therefor at termination of employment) accrued to the Executive through the Date of Termination;

(ix) Any material breach by the Company of any provision of this Agreement;

(viii) Any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company effected in accordance with the provisions of Section7(a) hereof;

(ixi) Any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section3(f), and for purposes of this Agreement, no such purported termination shall be effective; or

(xi) Any proposal or request by the Company after the Effective Date to require that the Executive enter into a non-competition agreement with the Company where the terms of such agreement as to its scope or duration are greater than the terms set forth in Section 5 hereof.

(f) Notice of Termination. Any termination of the Executive's employment by the Company for a reason specified in Section3(b), 3(c) or 3(d) shall be communicated to the Executive by a Notice of Termination prior to the effective date of the termination. For purposes of this Agreement, a "Notice of Termination" shall mean a written notice which shall indicate whether such termination is for the reason set forth in Section 3(b), 3(c) or 3(d) and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. For purposes of this Agreement, no termination of the Executive's employment by the Company shall constitute a termination for Disability, Retirement or Cause unless such termination is preceded by a Notice of Termination.

(g) Date of Termination. "Date of Termination" shall mean (a)if the Executive's employment is terminated by the Company for Disability, 30 days after a Notice of Termination is given to the Executive (provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period) or (b)if the Executive's employment is terminated by the Company or the Executive for any other reason, the date on which the Executive's termination is effective; provided that, if within 30 days after any Notice of Termination is given to the Executive by the Company the Executive notifies the Company that a dispute exists concerning the termination, the Date of Termination shall be the date the dispute is finally determined whether by mutual agreement by the parties or upon final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected). For purposes of this Agreement, the Executive's employment by the Company shall be deemed terminated upon the date the Executive incurs a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations issued thereunder.

4. Compensation and Benefits upon Termination of Employment.

(a) If the Company shall terminate the Executive's employment after a Change in Control other than pursuant to Section3(b), 3(c) or 3(d) and Section 3(f), or if the Executive shall terminate his employment for Good Reason, then the Company shall pay to the Executive, as severance compensation and in consideration of the Executive's adherence to the terms of Section 5 hereof, the following:

(i) On the Date of Termination, the Company shall become liable to the Executive for an amount equal to one (1.0) times the Executive's annual base compensation and targeted base bonus on the date of the Change in Control, which amount shall be paid to the Executive in cash on or before the fifth business day following the Date of Termination.

(ii) For a period of twelve (12) months following the Date of Termination, the following benefits are provided to the Executive: a) if the Executive elects and remains eligible for COBRA coverage for the Executive and anyone entitled to claim under or through the Executive, the Executive shall be entitled to purchase the COBRA coverage under the group medical plan, dental plan or vision plan at a subsidized COBRA rate equal to the "active" employee contribution rate for Executive and dependents (where applicable); and b) Executive's participation in the life or other similar insurance or death benefit plan, or other present or future similar group employee benefit plan or program of the Company (excluding short-term or long-term disability insurance) for which key executives are eligible at the date of a Change in Control, to the same extent as if the Executive had continued to be an employee of the Company during such period and such benefits shall, to the extent not fully paid under any such plan or program, be paid by the Company.

(iii) Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit provided pursuant to or in connection with this Agreement that is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. If and to the extent required by Section 409A of the Code, no payment or benefit shall be made or provided to a "specified employee" (as defined below) prior to the six (6) month anniversary of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code). The amounts provided for in this Agreement that constitute nonqualified deferred compensation shall be paid as soon as the six month deferral period ends. In the event that benefits are required to be deferred, any such benefit may be provided during such six month deferral period at the Executive's expense, with the Executive having a right to reimbursement from the Company for the amount of any premiums or expenses paid by the Executive once the six month deferral period ends. For this purpose, a specified employee shall mean an individual who is a key employee (as defined in Section416(i) of the Code without regard to Section416(i)(5) of the Code) of the Company at any time during the 12-month period ending on each December 31 (the "identification date"). If the Executive is a key employee as of an identification date, the Executive shall be treated as a specified employee for the 12-month period beginning on the April 1 following the identification date. Notwithstanding the foregoing, the Executive shall not be treated as a specified employee unless any stock of the Company or a Company or business affiliated with it pursuant to Sections 414(b) or (c) of the Code is publicly traded on an established securities market or otherwise.

(b) The parties hereto agree that the payments provided in Section4(a) hereof are reasonable compensation in light of the Executive's services rendered to the Company and in consideration of the Executive's adherence to the terms of Section 5 hereof. Neither party shall contest the payment of such benefits as constituting an "excess parachute payment" within the meaning of Section280G(b)(1) of the Code. In the event that the Executive becomes entitled to the compensation and benefits described in Section4(a) hereof (the "Compensation Payments") and the Company has determined, based upon the advise of tax counsel selected by the Company's independent auditors and acceptable to the Executive, that, as a result of such Compensation Payments and any other benefits or payments required to be taken into account under Code Section 280G(b)(2) ("Parachute Payments"), any of such Parachute Payments must be reported by the Company as "excess parachute payments" and are therefore not deductible by the Company, the Company shall pay to the Executive at the time specified in Section4(a) above an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any of the tax imposed on the Executive by Section 4999 of the Code (the "Excise Tax") and any Federal, state and local income tax and Excise Tax upon the Gross-Up Payment, shall be equal to the Parachute Payments determined prior to the application of this paragraph. The value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rates of taxation in the state and locality of the Executive's residence on the Date of Termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes. In the event that the Excise Tax payable by the Executive is subsequently determined to be less than the amount, if any, taken into account hereunder at the time of termination of the Executive's employment, the Executive shall repay to the Company at the time that the amount of such reduction in Excise Tax is finally determined the portion of the Gross-Up Payment attributable to such reduction plus interest on the amount of such repayment at the rate provided for in Section1274(b)(2)(B) of the Code ("Repayment Amount"). In the event that the Excise Tax payable by the Executive is determined to exceed the amount, if any, taken into account hereunder at the time of the termination of the Executive's employment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest and penalty payable with respect to such excess) immediately prior to the time that the amount of such excess is required to be paid by Executive ("Additional Gross-up"), such that the net amount retained by the Executive, after deduction of any Excise Tax on the Parachute Payments and any Federal, state and local income tax and Excise Tax upon the Additional Gross-Up Payment, shall be equal to the Parachute Payments determined prior to the application of this paragraph. The obligation to pay any Repayment Amount or Additional Gross-up shall remain in effect under this Agreement for the entire period during which the Executive remains liable for the Excise Tax, including the period during which any applicable statute of limitation remains open.

(c) The payments provided in Section4(a) above shall be in lieu of any other severance compensation otherwise payable to Executive under any other agreement between Executive and the Company or the Company's established severance compensation policies; provided, however, that nothing in this Agreement shall affect or impair Executive's vested rights under any other employee benefit plan or policy of the Company. For the avoidance of doubt, if more than one Change in Control occurs during the term hereof, the term of this Agreement shall be measured from the latest such Change in Control to occur and the amount of compensation payable under Section 4(a)(1) shall be based upon the highest annual base salary, targeted base bonus and car allowance payable to Executive on the date of any such Change in Control, but Executive shall not be entitled to receive severance compensation under Section 4(a) more than once.

(d) Unless the Company determines that any Parachute Payments made hereunder must be reported as "excess parachute payments" in accordance with the third sentence of Section4(b) above, neither party shall file any return taking the position that the payment of such benefits constitutes an "excess parachute payment" within the meaning of Section280G(b)(1) of the Code. If the Internal Revenue Service proposes an assessment of Excise Tax against the Executive in excess of the amount, if any, taken into account at the time specified in Section4(a), then, if the Company notifies Executive in writing that the Company elects to contest such assessment at its expense, unless the Executive waives the right to an Additional Gross-Up Payment, the Executive (i)shall in good faith cooperate with the Company in contesting such proposed assessment; and (ii)such Executive shall not settle such contest without the written consent of the Company. Any such contest shall be controlled by the Company, *provided, however,* that the Executive may participate in such contest.

5. Protective Covenants.

(a) Definitions.

This Subsection sets forth the definition of certain capitalized terms used in Subsections (a) through (f) of this Section 5.

(i) "Competing Business" shall mean a business (other than the Company) that, directly or through a controlled subsidiary or through an affiliate, is an integrated developer, manufacturer, and marketer of a) collagen based biomaterials or products and/or durable hydrogel biomaterials or products, b) bioimplants manufactured from human amniotic membrane, or c) amnion based products (collectively, "Competing Services"). Notwithstanding the foregoing, no business shall be deemed a "Competing Business" unless, within at least one of the business's three most recently concluded fiscal years, that business, or a division of that business, derived more than twenty percent (20%) of its gross revenues or more than $2,000,000 in gross revenues from the provision of Competing Services.

(ii) "Competitive Position" shall mean: (A) the Executive's direct or indirect equity ownership (excluding ownership of less than one percent (1%) of the outstanding common stock of any publicly held Company) or control of any portion of any Competing Business; or (B) any employment, consulting, partnership, advisory, directorship, agency, promotional or independent contractor arrangement between the Executive and any Competing Business where the Executive performs services for the Competing Business substantially similar to those the Executive performed for the Company.

(iii) "Covenant Period" shall mean the period of time from the date of this Agreement to the date that is twelve (12) months after the Date of Termination.

(iv) "Customers" shall mean actual customers, clients or referral sources to or on behalf of which the Company provides Competing Services (A) during the two years prior to the date of this Agreement and (B) during the Covenant Period.

(v) "Restricted Territory" shall mean the 48 continuous states of the continental United States.

(b) Limitation on Competition. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, anywhere within the Restricted Territory, either directly or indirectly, alone or in conjunction with any other party, accept, enter into or take any action in conjunction with or in furtherance of a Competitive Position (other than action to reject an unsolicited offer of a Competitive Position).

(c) Limitation on Soliciting Customers. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit, divert or appropriate or attempt to solicit, divert or appropriate on behalf of a Competing Business with which Executive has a Competitive Position any Customer located in the Restricted Territory (or any other Customer with which the Executive had any direct contact on behalf of the Company) for the purpose of providing the Customer or having the Customer provided with a Competing Service.

(d) Limitation on Soliciting Personnel or Other Parties. In consideration of the Company's entering into this Agreement, the Executive hereby agrees that he will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit or attempt to solicit any employee, consultant, contractor, independent broker or other personnel of the Company or any subsidiary of the Company to terminate, alter or lessen that party's affiliation with the Company or to violate the terms of any agreement or understanding between such employee, consultant, contractor or other person and the Company or any subsidiary of the Company.

(e) Acknowledgement. The parties acknowledge and agree that the Protective Covenants are reasonable as to time, scope and territory given the Company's need to protect its trade secrets and confidential business information and given the substantial payments and benefits to which the Executive may be entitled pursuant to this Agreement.

(f) Remedies. The parties acknowledge that any breach or threatened breach of a Protective Covenant by the Executive is reasonably likely to result in irreparable injury to the Company, and therefore, in addition to all remedies provided at law or in equity, the Executive agrees that the Company shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or contemplated breach of the Protective Covenant. If the Company seeks an injunction, the Executive waives any requirement that the Company post a bond or any other security.

6. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) All compensation and benefits provided to the Executive under this Agreement are in consideration of the Executive's services rendered to the Company and of the Executive's adhering to the terms set forth in Section 5 hereof and the Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any Benefit Plan, Incentive Plan or Securities Plan, employment agreement or other contract, plan or arrangement.

7. Successor to the Company.

(a) The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company ("Successor or Assign"), by agreement in form and substance satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment for Good Reason. As used in this Agreement (except for purposes of defining "Change in Control" in Section 2), "Company" shall mean the Company as hereinbefore defined and any Successor or Assign to the Company. If at any time during the term of this Agreement the Executive is employed by any Company a majority of the voting securities of which is then owned by the Company, "Company" as used in Sections3, 4, 12 and 14 hereof shall in addition include such employer. In such event, the Company agrees that it shall pay or shall cause such employer to pay any amounts owed to the Executive pursuant to Section4 hereof.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts are still payable to him hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or the designee or, if there be no such designee, to the Executive's estate.

8. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by overnight courier service (e.g., Federal Express) or mailed by United States certified mail, return receipt required, postage prepaid, as follows:

If to Company:

MiMedx Group, Inc.
60 Chastain Center Blvd, Suite 60
Kennesaw, GA 30144
Attention: General Counsel

If to Executive:

Michael J. Senken
145 Inwood Terrace
Roswell, GA 30075

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. Legal Fees and Expenses. The Company shall pay all legal fees, expenses and damages which the Executive may incur as a result of the Executive's instituting legal action to enforce his rights hereunder, or in the event the Company contests the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement. If the Executive is the prevailing party or recovers any damages in such legal action, the Executive shall be entitled to receive in addition thereto pre-judgment and post-judgment interest on the amount of such damages.

13. Section 409A Indemnification. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. The Company and the Executive shall cooperate to modify this Agreement as necessary to comply with the requirements of Section 409A of the Code. In the event the Company does not so cooperate, it shall indemnify and hold harmless the Executive on an after-tax basis from any tax or interest penalty imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Agreement or any other plan or arrangement sponsored or maintained by the Company to the extent such tax or interest penalty is imposed as a result of any failure of the Company to comply with Section 409A of the Code with respect to such payment or benefit.

14. Severability; Modification. All provisions of this Agreement are severable from one another, and the unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, but such remaining provisions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties. Should any judicial body interpreting this Agreement deem any provision of this Agreement to be unreasonably broad in time, territory, scope or otherwise, it is the intent and desire of the parties that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

15. Confidentiality. The Executive acknowledges that he has previously entered into, and continues to be bound by the terms of, the Confidentiality and Non-Solicitation Agreement, dated January 13, 2010, with the Company.

16. Agreement Not an Employment Contract. This Agreement shall not be deemed to constitute or be deemed ancillary to an employment contract between the Company and the Executive, and nothing herein shall be deemed to give the Executive the right to continue in the employ of the Company or to eliminate the right of the Company to discharge the Executive at any time.

17. Limited Release. The Company's obligation to provide severance payments to Executive under this Agreement is expressly contingent upon the Company's prior receipt of an executed copy of a Limited Release in a form customarily utilized by the Company for such matters (the "Limited Release"). The Company will have no obligation to provide severance payments to Executive in the event that Executive (i) does not deliver to the Company an executed Limited Release , or (ii) does deliver an executed General Release to the Company, but Executive breaches any representation, warranty or covenant of the Limited Release after delivery. Furthermore, the Company will be entitled to accrue and withhold any severance payment otherwise due during any period in which the Limited Release is revocable (in whole or in part) by Employee, provided that any such withheld payments will promptly be remitted to Executive when the Release Agreement becomes irrevocable.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

MiMedx Group, Inc.

By: _____
Its Chief Executive Officer

MICHAELJ. SENKEN

_____
Executive

Exhibit 10.94

THE SECURITIES REPRESENTED BY THIS PROMISSORY NOTE (AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THESE SECURITIES UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNDER APPLICABLE STATE SECURITIES LAWS

5% CONVERTIBLE SENIOR SECURED PROMISSORY NOTE

(Series $2.5 Million 2011)

_____ __, 2011

For value received **MiMedx Group, Inc.**, a Florida corporation (the "***Borrower***"), promises to pay to the order of _____ ("***Lender*** ") the principal sum of _____ Thousand and No/100 U.S. Dollars ($_____), pursuant to that certain 5% Revolving Secured Line of Credit Agreement (Series $2.5 Million 2011) dated as of even date herewith among the Borrower and the Lender (the "***Credit Agreement***"), or such lesser amount as shall equal the unpaid principal amount of each Advance made by the Lender to the Borrower pursuant to the Credit Agreement. The Borrower promises to pay interest on the unpaid principal amount of this Note on the dates provided for in the Credit Agreement at the rate of five percent (5%) per annum, pursuant to and in accordance with the terms of the Credit Agreement. Interest on any overdue principal of and, to the extent permitted by law, overdue interest on the principal amount hereof shall bear interest at the rate of twelve percent (12%) per annum, pursuant to and in accordance with the terms of the Credit Agreement. The outstanding principal balance and all accrued interest shall be due and payable in full on the Termination Date, subject to extension as provided in the Credit Agreement. Interest shall begin to accrue on the date of each Advance and shall continue to accrue on the outstanding principal amount hereof until converted into common stock of the Borrower (the "***Common Stock***") as provided herein, or until the payment in full of all amounts due under this Note, whichever occurs first. All such payments of principal and interest shall be made in lawful money of the United States or other immediately available funds at the address of Lender specified from time to time pursuant to the Credit Agreement. Upon payment in full of the amount of all principal and interest payable hereunder (whether in cash or Common Stock upon a Voluntary Conversion, as defined below), this Note shall be surrendered to the Borrower for cancellation. This Note is secured by a security interest in the Collateral, as defined in, and subject to the terms of, that certain Security and Intercreditor Agreement of even date herewith (the ***"Security Agreement"***).

1. This Note is the Note referred to in the Credit Agreement. Terms defined in the Credit Agreement are used herein with the same meanings. Reference is made to the Credit Agreement for provisions for the optional and mandatory prepayment and the repayment hereof and the acceleration of the maturity hereof, as well as the obligation of the Borrower to pay all costs of collection, including reasonable attorneys' fees, in the event this Note is collected by law or through an attorney at law.

2. This Note is issued pursuant to that certain 5% Convertible Senior Secured Promissory Note Subscription Agreement (Series $2.5 Million 2011) dated as of _____ __, 2011, (the "***Note Subscription Agreement*** ") between the Lender and the Borrower, and is subject to the terms and conditions of the Note Subscription Agreement, the Credit Agreement, and the Security Agreement. However, in the event of any conflict between the terms of this Note and the Note Subscription Agreement, the Credit Agreement, or the Security Agreement, the terms of this Note shall govern. This Note shall be *pari passu* as to payment and lien priority rights, ratably with all other Lenders who have executed or hereafter shall execute Credit Agreements with the Borrower pursuant to the offering of 5% Convertible Senior Secured Revolving Promissory Notes (Series $2.5 Million 2011), and with Parker H. Petit, pursuant to the loan heretofore made by him to Borrower in the original principal amount of $3.6 million, as adjusted, pursuant to that certain 5% Convertible Senior Secured Promissory Note dated March 31, 2011, as more particularly described in the Credit Agreement and the Security Agreement.

3. This Note is convertible, in whole but not part, into Common Stock at any time upon the election of the Lender into that number of shares of Common Stock equal to the quotient of (a) the outstanding principal amount and accrued interest of this Note as of date of such election, divided by (b) $1.00 (the ***"Conversion Price"***). Such voluntary election to convert by Lender is herein called a ***"Voluntary Conversion."***

4. Notwithstanding the other terms and conditions of this Note, in the event of a "***Change in Control Transaction"*** (as hereinafter defined) which occurs prior to any other Voluntary Conversion, then, effective immediately upon the consummation of such Change in Control Transaction, the outstanding principal balance and all accrued and unpaid interest under this Note shall be due and payable in full. As used herein, the term "***Change in Control Transaction***" means any of the following transactions: (A) a share exchange, consolidation or merger of the Borrower with or into any other entity or any other corporate reorganization whether or not the Borrower is the surviving entity (unless the stockholders of the Borrower immediately prior to such share exchange, consolidation, merger or reorganization hold in excess of fifty percent (50%) of the general voting power of the Borrower or the surviving entity, as the case may be, immediately after the closing of such transaction); (B) a transaction or series of related transactions in which in excess of fifty percent (50%) of the Borrower's general voting power is transferred to a third party (or group of affiliated third parties) that were not previously stockholders of the Borrower; or (C) a sale of all or substantially all of the assets of the Borrower (unless the stockholders of the Borrower immediately prior to such sale hold in excess of fifty percent (50%) of the general voting power of the purchasing party or parties). The determination of "***general voting power***" shall be based on the aggregate number of votes that are attributable to outstanding securities entitled to vote in the election of directors, general partners, managers or persons performing analogous functions to directors of the entity in question, without regard to contractual arrangements that establish a management structure or that vest the right to designate directors in certain parties.

5. Upon the occurrence of a Voluntary Conversion, the applicable amount of outstanding principal and accrued and unpaid interest under this Note shall be converted into Common Stock of the Borrower at the Conversion Price, without any further action by the Lender and whether or not the Note is surrendered to the Borrower or its transfer agent. Upon and after a Voluntary Conversion, the Borrower shall have no further obligation to make any payment of principal, interest or other amounts under the Note. The Borrower shall not be obligated to issue certificates evidencing the shares of the Common Stock issuable upon such conversion unless and until such Note is either delivered to the Borrower or its transfer agent, or Lender notifies the Borrower or its transfer agent that such Note has been lost, stolen or destroyed and executes an agreement satisfactory to the Borrower to indemnify the Borrower from any loss incurred by it in connection with such Note. The Borrower shall, as soon as practicable after such delivery, or such agreement and indemnification, issue and deliver at such office to the Lender, a certificate or certificates for the securities to which Lender shall be entitled and a check payable to the Lender in the amount of any cash amounts payable as the result of a conversion into fractional shares, as determined by the board of directors of the Borrower. Such conversion shall be deemed to have been made concurrently with the close of the Voluntary Conversion. The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

6. This Note shall be governed by construed and under the laws of the State of Georgia, without giving effect to conflicts of laws principles.

7. Any term of this Note may be amended or waived (subject to the provisions of the Security and Intercreditor Agreement) with the written consent of Borrower and the Lender provided that this Note may not be amended if it disproportionately affects the Lender hereof, without the consent of Lender of this Note.

8. Nothing contained in this Note shall be construed as conferring upon the Lender or any other person the right to vote or to consent or to receive notice as a stockholder of the Borrower.

9. This Note may be transferred only upon (a) its surrender by Lender to the Borrower for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Borrower and (b) compliance with applicable provisions of the Credit Agreement and the Note Subscription Agreement, including (without limitation) the Borrower's receipt, if it so requests, of an opinion of counsel as set forth in the Note Subscription Agreement. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Borrower's obligation to pay such interest and principal.

10. The Borrower hereby waives presentment, demand, protest, notice of demand, protest and nonpayment and any other notice required by law relative hereto, except to the extent as otherwise may be expressly provided for in the Credit Agreement.

COUNTERPART SIGNATURE PAGE FOLLOWS

5% CONVERTIBLE SENIOR SECURED PROMISSORY NOTE
(Series $2.5 Million 2011)
COUNTERPART SIGNATURE PAGE

This Note is hereby issued to Lender as of the date first above written.

MiMedx Group, Inc.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to by Lender:

Principal Amount of Note: $_____

Signature for Corporate, Partnership, or other Entity Holder:

_____
(Print Name of Entity)

By: _____
Print Name: _____
Print Title: _____

Signature for Individual Holder:

_____
(Signature)

Print Name: _____

5% REVOLVING SECURED LINE OF CREDIT AGREEMENT

(Series $2.5 Million 2011)

THIS REVOLVING SECURED LINE OF CREDIT AGREEMENT (this "Agreement"), made as of _____ __, 2011, by and among **MiMedx Group, Inc.**, a Florida Corporation (the "Borrower") and _____, a resident of _____ ("Lender").

BACKGROUND:

The Borrower desires to establish with the Lender a line of credit providing for a revolving loan of up to $_____ in the aggregate maximum principal amount at any time outstanding. Lender acknowledges that the total Commitment under this Agreement is part of an aggregate amount of up to $2,500,000 in Commitments issued by Lender hereunder together with other lenders who have executed and delivered or will execute and deliver 5% Revolving Secured Line of Credit Agreements (Series $2.5 Million 2011) substantially similar to this Agreement, and the Lender is willing to establish such line of credit on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, and each intending to be legally bound hereby, the parties agree as follows:

SECTION 1. DEFINITIONS. For all purposes of this Agreement and any amendment hereto (except as herein otherwise expressly provided or unless the context otherwise requires), the following terms shall have the following meanings:

"Advance" means any loan made by the Lender to the Borrower under the terms of this Agreement.

"Borrowing" means a borrowing of a loan consisting of an Advance by the Lender.

"Business" shall have the meaning ascribed to such term in Section 4(b).

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in the State of Georgia are authorized by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means all of the intellectual property of the Borrower and its subsidiaries and all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing, as more particularly set forth in the Security and Intercreditor Agreement, provided that, until the Convertible Secured Promissory Notes in the principal sum of $1,250,000 issued January 5, 2011, in connection with the acquisition of Surgical Biologics, LLC, are paid in full, the Collateral shall exclude (i) the patents and other intellectual property owned by Surgical Biologics, LLC, and (ii) all accessions to, substitutions for and replacements, products and proceeds thereof.

"Commitment" means, collectively, the binding obligation of Lender to lend to the Borrower the amount of _____ Thousand and No/100 Dollars ($_____), excluding any Advances made by Lender, on or after the date hereof and prior to the Termination Date.

"Default" means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" shall have the meaning ascribed to such term in Section 2(d).

"Dollars" or "$" means dollars in lawful currency of the United States of America.

"Event of Default" shall have the meaning assigned to such term in Section 6(a).

"GAAP" means generally accepted accounting principles in effect from time to time.

"Governmental Authority" means any federal, state or municipal court or other governmental department, commission, board, bureau, agency or instrumentality, governmental or quasi-governmental, domestic or foreign.

"Indebtedness" means, for any Person at the time of any determination, without duplication, all obligations, contingent or otherwise, of such Person that, in accordance with GAAP, should be classified upon the balance sheet of such Person as indebtedness.

"Loan Documents" means this Agreement, the Note, all First Contingent Warrants issued by Borrower to Lender, all Second Contingent Warrants issued by Borrower to Lender, the Security Documents, the Registration Rights Agreement and any other document evidencing or securing the Obligations under the Note.

"Material Adverse Effect" means a material adverse effect on the business, properties, assets, liabilities or condition (financial or otherwise) of the Borrower.

"Note" means the promissory note of the Borrower payable to the order of Lender, substantially in the form of Exhibit B hereto, evidencing the maximum principal indebtedness of the Borrower to Lender under the Commitment, either as originally executed or as it may be from time to time reduced, extended or otherwise modified as provided herein.

"Obligations" means all indebtedness, obligations and liabilities to the Lender existing on the date of this Agreement or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, of the Borrower under this Agreement or any other Loan Document.

"Person" means any individual, joint venture, corporation, company, limited liability company, voluntary association, partnership, trust, joint stock company, unincorporated organization, association, government, or any agency, instrumentality, or political subdivision thereof, or any other form of entity or organization.

"Security and Intercreditor Agreement" means the Security and Intercreditor Agreement dated of even date herewith by the Borrower in favor of the Lender substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

"Security Documents" means (i) the Security and Intercreditor Agreement and (ii) all Uniform Commercial Code financing statements filed to perfect any security interests granted under the Security and Intercreditor Agreement.

"Subscription Agreement" means the Subscription Agreement for the 5% Convertible Secured Promissory Note executed and delivered by the Lender, substantially in the form attached hereto as Exhibit A and incorporated by reference herein.

"Subsidiaries" of any Person means a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interest having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Termination Date" means December 31, 2012, unless the Borrower elects to extend the termination date until December 31, 2013, upon payment of an extension fee in an amount equal to 5% of the outstanding principal balance due under the Note.

SECTION 2. THE ADVANCES.

(a) Commitment to Lend. The Lender hereby agrees on the terms and conditions set forth herein to make Advances to the Borrower upon request of the Borrower (an "Advance Request"), from time to time before the Termination Date; provided that, immediately after each such Advance is made, (i) the aggregate principal amount of outstanding Advances from Lender shall not exceed the Commitment. Within the foregoing limits, the Borrower may borrow under this Section 2, repay and reborrow under this Section 2 at any time before the Termination Date. The aggregate principal amount of the Lender's Advances outstanding at any time shall never exceed the Commitment.

(b) Method of Borrowing. The Borrower shall give notice to the Lender (an "Advance Request") at least three (3) Business Days prior to the proposed funding date of such Advance specifying (i) the date of such Advance (which shall be the 15th or the 30th day of the same calendar month, or the next succeeding Business Day if the 15th or the 30th, as applicable, is not a Business Day) and (ii) the aggregate amount of such Advance. The Lender shall be entitled to rely on any telephonic Advance Request which the Lender believes in good faith to have been given by a duly authorized officer or employee of the Borrower and any Advances made by the Lender based on such telephonic notice shall be an Advance for all purposes hereunder. Not later than 5:00 p.m., Atlanta, Georgia time, on the date specified for the Advance in the Advance Request, the Lender shall deliver to the Borrower, in immediately available funds, the amount of such Advance specified in the Advance Request. Notwithstanding anything to the contrary contained in this Agreement, no Advance is required to be made if the Advance Request is not in compliance with this Agreement, or there shall have occurred a Default, which Default shall not have been cured or waived by the Lender.

(c) Note. The Advances shall be evidenced by a single Note made by the Borrower payable to the order of the Lender substantially in the form attached hereto as Exhibit B, and shall be payable with respect to the amount of unpaid Advances plus accrued and unpaid interest at the time of repayment. All unpaid principal and interest of the Note shall be convertible into common stock of the Borrower at any time upon the election of the Lender, at the conversion rate of $1.00 per share of common stock as provided in the Note. The Note may be prepaid in whole or part without premium or penalty upon thirty (30) days' notice to the Lender.

(d) Interest Rate. Each Advance shall bear interest on the outstanding principal amount thereof, for each day from the date such Advance is made until it becomes due, at a rate per annum equal to five percent (5%). Interest shall be due and payable quarterly in arrears on the fifteenth day of each April, July, September, and January hereafter until the Note is paid in full. Any payment of principal or interest that is not paid by the due date shall bear interest at the annual rate of twelve percent (12%) (the "Default Rate") until paid in full.

(e) Termination of Commitment; Payment of Advances. The Advances shall mature, the Commitment shall terminate, and the principal amount of the Note, accrued and unpaid interest and all other Obligations represented by the Note, shall be due and payable in full on the Termination Date. From and after the Termination Date, no Advances shall be made. Upon notice by the Borrower to the Lender, the Borrower shall have the right to extend the Termination Date to December 31, 2013, (and all rights and Obligations hereunder and under the Loan Documents) upon such notice accompanied by an extension payment to Borrower in the amount of five percent (5%) of the greater of (i) outstanding principal amount of the unpaid Advances evidenced by the Note and (ii) the amount of the Commitment, to the extent not converted into common stock of the Borrower. No part of such extension payment shall apply to any principal or interest obligations under the Note.

(f) General Provisions Concerning Payments. All payments of principal of, or interest on, the Note shall be made in Federal or other funds immediately available to the Lender at the addresses set forth below not later than 5:00 p.m., Atlanta, Georgia time. Funds received after 5:00 p.m. shall be deemed to have been paid on the next following Business Day. Whenever any payment of principal of, or interest on, the Advances shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. If the date for any payment of principal is extended by operation of law or otherwise, interest thereon shall be payable for such extended time.

(g) Computation of Interest. Interest and fees on Advances shall be computed on the basis of a year of 365 days and paid for the actual number of days elapsed, calculated from and including the first day thereof to but excluding the last day thereof.

(h) Security Interest. The obligations under the Note shall be secured by a first priority security interest in the Collateral pursuant to a Security and Intercreditor Agreement substantially in the form attached hereto as Exhibit C, which is incorporated herein by this reference. Lender acknowledges that the Collateral also secures loans made to the Borrower by Parker H. Petit in the original principal amount of $3.6 million, as adjusted, pursuant to that certain 5% Revolving Secured Line of Credit Agreement dated March 31, 2011, (the "Prior Loan"), as well as other lenders who have signed or may hereafter sign credit agreements with the Borrower substantially similar to this Agreement, and that the Note hereunder will be *pari passu* in respect of payments and lien rights with the loans to such other lenders, and the Prior Loan.

(i) Warrants. A.(i) First Contingent Warrant. Upon making an Advance, the Company shall issue to the Lender a warrant substantially in the form attached hereto as Exhibit D, which is incorporated herein by this reference (each, a "***First Contingent Warrant***"), to purchase that number of shares of Common Stock equal to (i) 25% of the shares of Common Stock that would be issuable upon conversion of the outstanding principal balance of the Note immediately after an Advance, less (ii) the aggregate number of shares of Common Stock subject to all First Contingent Warrants previously issued to Lender, at an exercise price of .01 per share, subject to the terms of such Exhibit D and exercisable as provided therein.

B.(ii) Second Contingent Warrant. The Company shall issue to the Lender an additional warrant substantially in the form attached hereto as Exhibit E, which is incorporated herein by this reference (each, a "***Second Contingent Warrant***"), to purchase that number of shares of Common Stock equal to (i) 25% of the shares of Common Stock that would be issuable upon conversion of the outstanding principal balance of the Note immediately after an Advance, less (ii) the aggregate number of shares of Common Stock subject to all Second Contingent Warrants previously issued to Lender, at an exercise price of .01 per share, subject to the terms of such Exhibit E and exercisable as provided therein.

(j) Registration Rights Agreement. The Lender shall be given piggy-back registration rights for any shares of common stock of the Borrower into which the Note is converted, such registration rights to be on the terms and conditions as provided in the form of Registration Rights Agreement substantially in the form attached hereto as Exhibit F.

SECTION 3. CONDITIONS TO BORROWINGS.

(a) Conditions to First Borrowing. The obligation of the Lender to make an Advance on the occasion of the first Borrowing is subject to the satisfaction of the conditions set forth in Section 3(b) below and receipt by the Lender from the Borrower of (i) a duly executed counterpart of this Agreement, a duly executed Note payable to the order of the Lender complying with the provisions of Section 2(c) substantially in the form attached hereto as Exhibit B, duly executed counterpart of the Security and Intercreditor Agreement, a duly executed First Contingent Warrant substantially in the form attached hereto as Exhibits D and a duly executed Second Contingent Warrant substantially in the form attached hereto as Exhibit E, each complying with the provisions of Section 2(i) hereof, and a duly executed Registration Rights Agreement substantially in the form attached hereto as Exhibit F, and duly executed counterparts of each other Loan Document to which the Borrower is a party, each signed by the Borrower and Lender, where applicable; (ii) a certificate, dated the date of the first Borrowing, signed by the Borrower's Chief Financial Officer, to the effect that no Default hereunder has occurred and is continuing on the date of the Advance and that the representations and warranties of the Borrower contained in Section 4 are true on and as of the date of the first Borrowing hereunder.

(b) Conditions to All Borrowings. The obligation of the Lender to make an Advance on the occasion of each Borrowing is subject to the satisfaction of the following conditions: (i) the fact that, immediately after such Borrowing, no Default shall have occurred and be continuing; (ii) the fact that the representations and warranties of the Borrower contained in Section 4 shall be true in all material respects on and as of the date of such Borrowing; (iii) the fact that, immediately after such Borrowing, the aggregate principal amount of outstanding Advances from the Lender shall not exceed the Commitment, and (iv) receipt by the Lender from the Borrower of a duly executed First Contingent Warrant substantially in the form attached hereto as Exhibits D and a duly executed Second Contingent Warrant substantially in the form attached hereto as Exhibit E, each complying with the provisions of Section 2(i) hereof. Each Borrowing hereunder shall be deemed to be a representation and warranty by the Borrower on the date of such Borrowing as to the facts specified in this Section 3(b).

SECTION 4. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants that:

(a) Organization and Power. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Borrower has all requisite company or other organizational power and authority and all material licenses, permits, approvals and authorizations necessary to own and operate its properties, to carry on its businesses as now conducted and presently proposed to be conducted and to carry out the transactions contemplated hereby, and is qualified to do business in every jurisdiction where the failure to so qualify might reasonably be expected to have a Material Adverse Effect.

(b) Principal Business. The Borrower is primarily engaged in the business of the development and sale of orthopedic devices and amniotic tissue products (the “Business”).

(c) Enforceability. This Agreement constitutes, and each of the other Loan Documents when duly executed and delivered by each of the Borrower and Lender that are parties thereto will constitute, legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws from time to time in effect affecting the enforcement of creditors’ rights generally, and except as enforcement of remedies may be limited by general equitable principles.

SECTION 5. COVENANTS. The Borrower agrees that so long as any portion of the Commitment is in effect hereunder or any amount payable under this Agreement remains unpaid:

(a) Existence. The Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(b) Businesses and Properties; Compliance with Laws. The Borrower shall at all times (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, approvals, consents, franchises, patents, copyrights, trademarks and trade names, and any other trade names which may be material to the conduct of its business; (ii) comply in all material respects with all laws and regulations applicable to the operation of such business, whether now in effect or hereafter enacted and with all other applicable laws and regulations; (iii) take all actions which may be required to obtain, preserve, renew and extend all rights, patents, copyrights, trademarks, tradenames, franchises, registrations, certifications, approvals, consents, licenses, permits and any other authorizations which may be material to the operation of such business; (iv) maintain, preserve and protect all property material to the conduct of such business; and (v) except for obsolete or worn out equipment, keep its material property in good repair, working order and condition and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times.

(b) Reports and Information. The Borrower shall furnish to the Lender promptly, from time to time, as the Lender may reasonably request, such information regarding the compliance by the Borrower with the terms of this Agreement and the other Loan Documents or the affairs, operations or condition (financial or otherwise) of the Borrower as the Lender may reasonably request and that is capable of being obtained, produced or generated by the Borrower or of which the Borrower has knowledge.

SECTION 6. DEFAULTS; REMEDIES.

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by the Borrower under this Agreement: (i) the Borrower shall fail to pay when due any principal of any Advance or shall fail to pay any interest on any Advance, any fee or other amount payable hereunder within 10 days after such interest or other amount shall become due; (ii) the Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those covered by clause (i) above) for 30 days after the earlier of the first day on which a responsible officer of the Borrower has knowledge of such failure or written notice thereof has been given to the Borrower by the Lender; (iii) any representation, warranty, certification or statement made by the Borrower in any certificate, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect in any material respect when made (or deemed made); (iv) the Borrower shall (A) be adjudicated as bankrupt, or an order for relief shall be entered against it under the federal bankruptcy law which remains unstayed or is not dismissed within 60 days after the entry of such adjudication or order; (B) not pay, or admit in writing its inability to pay, any material Indebtedness generally as they become due; (C) make an assignment for the benefit of creditors; (D) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property; (E) institute any proceeding seeking an order for relief under the federal bankruptcy law or seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its Indebtedness under any federal or state law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against, it; (F) take any action to authorize or effect any of the foregoing actions set forth in this clause (iv); or (G) fail to contest in good faith any appointment or proceeding described in clauses (iv) and (v) of this Section 6(a); (v) without the application, approval or consent of the Borrower, a receiver, custodian, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any Subsidiary or any substantial part of its property, or a proceeding described in clauses (iv) or (v) of this Section 6(a) shall be instituted against the Borrower, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days; (vi) the Borrower or any Subsidiary shall fail within 60 days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of $100,000 in the aggregate; (vii) the occurrence of any event, act or condition of whatever nature, whether singly or in conjunction with any other event or events, act or acts, condition or conditions, whether or not related, which the Lender determines either does or has a reasonable probability of causing a Material Adverse Effect on the Borrower, the rights and remedies of the Lender under the Loan Documents or the ability of the Borrower to perform its obligations under the Loan Documents, or the legality, validity or enforceability of any Loan Document; (viii) unless otherwise agreed to by the parties hereto, if any Security Document shall fail to create a valid and perfected security interest in favor of the Lender in the Collateral purported to be encumbered thereby; and (ix) an "Event of Default" shall have occurred under the Security and Intercreditor Agreement or any other Loan Document.

(b) Remedies on Default. Subject to the terms and conditions of the Security and Intercreditor Agreement (which requires approval of certain actions by the holders of a majority of certain indebtedness of the Borrower), upon the occurrence of an Event of Default, the Lender may, by notice to the Borrower, terminate the Commitment which shall thereupon terminate, and by notice to the Borrower declare the Note (together with accrued interest thereon) to be, and the Note, including all outstanding Advances, shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided that if any Event of Default specified in clause (iv) or (v) of Section 6(a) occurs with respect to the Borrower, without any notice to the Borrower or any other act by the Lender, the Commitment shall thereupon terminate and the Note, including all outstanding Advances (together with accrued interest thereon), shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

If any suit or action is instituted or attorneys are employed to collect the amounts due under the Note or any of them or any part thereof, Borrower shall pay on demand all costs of collection, including, without limitation, all court costs and reasonable professionals' fees and charges.

SECTION 7. MISCELLANEOUS.

(a) Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be given to such party at its address set forth below or such other address as such party may hereafter specify for the purpose by notice to the other party: (i) if to the Borrower, at 60 Chastain Center Blvd., Suite 60, Kennesaw, GA. 30144; Attn: General Counsel, and to the Lender as shown on the Signature Page hereto. Each such notice, request or other communication shall be effective upon delivery (A) if given by personal delivery, (B) by certified mail, return receipt requested, (C) by overnight national courier to the address specified herein, provided that notices of Advance Requests to the Lender under Section 2 shall not be effective until actually received by the Lender.

(b) No Waivers. No failure or delay by the Lender in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Amendments and Waivers. Subject to the terms of the Security and Intercreditor Agreement, any provision of this Agreement, the Note or any other Loan Documents may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Lender.

(d) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights under this Agreement.

(e) Governing Law. This Agreement and the Note shall be construed in accordance with and governed by the law of the State of Georgia, without regard to that state's conflict of laws principles. This Agreement and the Note are intended to be effective as instruments executed under seal.

(f) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(g) Consent to Jurisdiction. The Borrower and the Lender hereby submit to the jurisdiction of any Georgia State or Superior Court sitting in Cobb County, Georgia or the United States District Court for the Northern District of Georgia, over any action or proceeding arising out of or relating to this Agreement, the Note, the Security Documents, or any of the other Loan Documents, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in such Georgia State Court, Superior Court or Federal Court. Each of the Borrower and the Lender further waives any objection to venue in such court and any objection to an action or proceeding in such court on the basis of a non-convenient forum, and further agrees that any action or proceeding brought against the other party hereto shall be brought exclusively in one of such courts. Each of the Borrower and the Lender hereby further agrees to waive the right to a jury trial of any claim or cause of action based upon or arising out of this Agreement, the Note, the Security Documents, or any of the other Loan Documents.

(h) Severability. If any provisions of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

(i) Captions. Captions in this Agreement are for the convenience of reference only and shall not affect the meaning or interpretation of the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the year and day first above written.

BORROWER:

MiMedx Group, Inc.

By: _____
Michael J. Senken, CFO

[COMPANY SEAL]

LENDER:

_____ (SEAL)
Name: _____

Address: _____
_____
_____

[Signature Page to 5% Revolving Secured Line of Credit Agreement]

Exhibit A

Form of Subscription Agreement

(copy attached)

Exhibit B

Form of 5% Convertible Senior Secured Promissory Note

(copy attached)

Exhibit C

Form of Security and Intercreditor Agreement

(copy attached)

Exhibit D

Form of First Contingent Warrant

(copy attached)

Exhibit E

Form of Second Contingent Warrant

(copy attached)

Exhibit F

Form of Registration Rights Agreement

(copy attached)

AMENDED AND RESTATED
SECURITY AND INTERCREDITOR AGREEMENT

THIS AMENDED AND RESTATED SECURITY AND INTERCREDITOR AGREEMENT (this "Security/Intercreditor Agreement"), dated _____ __ 2011, by and among MIMEDX GROUP, INC., a corporation under the laws of the state of Florida ("Grantor"), in favor of Parker H. Petit, in his capacity as collateral agent hereunder (in such capacity, together with any successor collateral agent, "Collateral Agent") for the benefit of the holders of those certain 5% Convertible Senior Secured Promissory Notes (Series $2.5 Million 2011) in the aggregate principal amount of $2.5 Million (each, a "Holder"), and Parker H. Petit ("Petit"), the holder of that certain Note in the original principal amount of $3.6 million dated March 31, 2011, issued to Petit by the Grantor (Petit and each of the Holders being individually referred to herein as a "Lender," and, collectively, as "Lenders"), each Holder and Petit being signatories hereto and, together with Grantor, being sometimes individually herein called a "Party" and collectively, "the Parties".

R E C I T A L S

WHEREAS, Grantor has entered into that certain Revolving Secured Line of Credit Agreement dated March 31, 2011, with Petit (such agreement as it may be amended or otherwise modified from time to time is referred to herein as the "Prior Credit Agreement");

WHEREAS, in connection with the Prior Credit Agreement, Grantor and Petit have entered into that certain Security and Intercreditor Agreement dated March 31, 2011, (herein called the "Prior Security/Intercreditor Agreement") and the Parties wish hereby to continue the Prior Security/Intercreditor Agreement as hereby amended and restated in its entirety;

WHEREAS, Grantor has entered or may enter into that certain 5% Revolving Secured Line of Credit Agreement (Series $2.5 Million 2011) with one or more Holders (such agreement as it may be amended or otherwise modified from time to time is referred to herein as the "Series $2.5 Million Credit Agreement")

WHEREAS, the Loan Documents as defined in the Prior Credit Agreement and the Series $2.5 Million 2011 Credit Agreement are all herein collectively called the "Loan Documents";

WHEREAS, the execution and delivery of this Security/Intercreditor Agreement is required by the $2.5 Million 2011 Credit Agreement, and may be required by the other Loan Documents, as a condition to making extensions of credit thereunder; and

WHEREAS, Grantor has determined that the Notes shall inure to the benefit of Grantor and that it is in its best interest to execute this Security/Intercreditor Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. The following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Collateral" shall have the meaning set forth in Section 2 hereof.

“Collateral Agent" shall have the meaning set forth in the heading to this Security/Intercreditor Agreement.

“Event of Default" shall have the meaning given to it in the applicable Loan Document.

“Grantor” shall have the meaning set forth in the heading to this Security/Intercreditor Agreement.

“Holder” shall have the meaning set forth in the heading to this Security/Intercreditor Agreement.

“Intellectual Property" shall mean any of the following and all rights in, arising out of, or associated therewith: (a) all United States, international, and foreign patents and applications therefor (of any kind) and all reissues, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data, customer lists, computer programs and other computer software, user interfaces, processes and formulae, source code, object code, algorithms, methodologies, logical data models, physical data models, architecture, structure, display screens, layouts, development tools, instructions, templates and marketing materials, designs, all documentation relating to any and all of the foregoing, and all trade secret rights in and to any and all of the foregoing; (c) all copyrights, copyrights registrations, and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, intent-to-use applications, and other registrations and applications therefor throughout the world; (f) all databases and data collections and all rights therein throughout the world; (g) all domain names; and (h) any similar or equivalent rights to any of the foregoing anywhere in the world, including, without limitation, licenses.

“Lien” shall mean any security interest, mortgage, pledge, hypothecation, charge, claim, option, right to acquire, adverse interest, assignment, deposit arrangement, encumbrance, restriction, lien (statutory or other), or preference, priority, or other Security/Intercreditor Agreement or preferential arrangement of any kind or nature whatsoever, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction.

“Lender” or “Lenders” shall have the meaning set forth in the heading to this Security/Intercreditor Agreement.

“Majority In Interest” means, at any time, Lenders holding more than fifty percent (50%) of the outstanding principal amount of the Notes at such time.

“Notes” means that certain 5% Convertible Senior Secured Promissory Note dated March 31, 2011, in the original principal amount of $3.6 Million, as adjusted, issued by the Grantor to Petit, and those certain 5% Convertible Senior Secured Promissory Notes (Series $2.5 Million 2011) issued to Holders pursuant to the Series $2.5 Million Credit Agreements.

"Permitted Dispositions” means (i) transfers in the ordinary course of business, including, without limitation, sales of inventory and products made for sale, fixtures, furniture, and transfers of worn out, obsolete or surplus equipment; and (ii) any and all licenses of Intellectual Property from the Grantor to third parties.

"Permitted Liens" means:

(a) Liens consisting of any license or sublicense of Intellectual Property and any interest of a licensor under any such license or sublicense; and

(b) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a Lender depository institution.

“Petit” shall have the meaning set forth in the heading to this Security/Intercreditor Agreement.

“Prior Credit Agreement” shall have the meaning set forth in the Recitals to this Security/Intercreditor Agreement.

“Prior Security/Intercreditor Agreement” shall have the meaning set forth in the Recitals to this Security/Intercreditor Agreement.

“Pro Rata Share” shall have the meaning set forth in Section 5(e) hereof.

"Secured Obligations" means all indebtedness, liabilities and obligations of Grantor to Lenders, whether now existing or hereafter incurred, pursuant to the Notes.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Georgia; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Lender’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Georgia, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Grantor and Lenders to cause the Notes to be issued, Grantor hereby grants to Collateral Agent, as agent for the Lenders, a first priority security interest in all patents and other Intellectual Property of the Grantor and its subsidiaries now owned or hereafter developed or acquired and all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing (the “Collateral”), provided that, until the Convertible Secured Promissory Notes in the principal sum of $1,250,000 issued January 5, 2011, in connection with the acquisition of Surgical Biologics, LLC, are paid in full, the Collateral shall exclude (i) the patents and other intellectual property owned by Surgical Biologics, LLC, and (ii) all accessions to, substitutions for and replacements, products and proceeds thereof.

3. Perfection and Protection of Security Interest.

(a) Perfection of Security Interest. Grantor shall, at its expense, perform all steps requested by the Collateral Agent at any time to perfect, maintain, protect, and enforce the Lenders' Liens, including: (i) executing, delivering and/or filing of financing or continuation statements, and amendments thereof, in form and substance reasonably satisfactory to the Lenders; (ii) when an Event of Default has occurred and is continuing, if requested by the Collateral Agent, transferring the Collateral as designated by the Collateral Agent; (iii) placing notations on Grantor's books of account to disclose the Lenders' security interest; and (iv) taking such other steps as are deemed necessary or desirable by the Collateral Agent to maintain and protect the Lenders' Liens.

(b) Financing Statements; USPTO Filing(s). Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file: (1) in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all of the intellectual property of Grantor and its subsidiaries now owned or hereafter acquired and all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing or words of similar effect (with the proviso that, until the Convertible Secured Promissory Notes in the principal sum of $1,250,000 issued January 5, 2011, in connection with the acquisition of Surgical Biologics, LLC, are paid in full, the Collateral shall exclude (i) the patents and other intellectual property owned by Surgical Biologics, LLC, and (ii) all accessions to, substitutions for and replacements, products and proceeds thereofhe provision that), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code (the "UCC") of such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor, and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates; and (2) any filings with the United States Office of Patents and Trademarks (USPTO) as may be necessary or desirable in the Collateral Agent's discretion to reflect the security interest in any patents comprising part of the Collateral. Any such filing, and any amendment, continuation or termination with respect thereto, shall be made only with the approval of the Majority In Interest for and on behalf of all of the Lenders. Each undersigned Lender hereby approves such initial filings with the USPTO and under the UCC as the Collateral Agent may deem appropriate. Grantor agrees to furnish any such information to the Lenders promptly upon request. The Grantor agrees that a carbon, photographic, photostatic, or other reproduction of this Security/Intercreditor Agreement or of a financing statement is sufficient as a financing statement.

(c) Confirmation. From time to time, Grantor shall, upon the Collateral Agent's request, execute and deliver confirmatory written instruments pledging to the Lenders the Collateral, but Grantor's failure to do so shall not affect or limit any security interest or any other rights of the Lenders in and to the Collateral with respect to Grantor. Until all Secured Obligations have been fully satisfied, the security interest granted hereunder shall continue in full force and effect in all Collateral.

4. Power of Attorney. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND EACH OTHER LENDER HEREUNDER HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS COLLATERAL AGENT, WITH FULL POWER OF SUBSTITUTION, AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT WITH FULL IRREVOCABLE POWER AND AUTHORITY IN THE NAME OF GRANTOR OR IN ITS OWN NAME AS AGENT FOR ITSELF AND THE OTHER SECURED PARTIES, TO TAKE, AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, ANY AND ALL ACTIONS AND TO EXECUTE ANY AND ALL DOCUMENTS AND INSTRUMENTS WHICH COLLATERAL AGENT AT ANY TIME AND FROM TIME TO TIME DEEMS NECESSARY TO ACCOMPLISH THE PURPOSES OF THIS SECUIRTY AGREEMENT AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HEREBY GIVES COLLATERAL AGENT THE POWER AND RIGHT ON BEHALF OF GRANTOR AND IN ITS OWN NAME TO DO ANY OF THE FOLLOWING AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, WITHOUT NOTICE TO, OR THE CONSENT OF, GRANTOR: (a) to endorse the Grantor's name on any checks, notes, acceptances, money orders, or other forms of payment or security that come into the Lenders' possession; (b) to sign the Grantor's name on any invoice, bill of lading, warehouse receipt or other negotiable or non-negotiable document constituting Collateral, on drafts against customers, on assignments of accounts, on notices of assignment, financing statements, filings with the USPTO, and other public records and to file any such financing statements or other documents by manual or electronic means with or without a signature as authorized or required by applicable law or filing procedure; (c) to notify the post office authorities to change the address for delivery of the Grantor's mail to an address designated by the Collateral Agent and to receive, open and dispose of all mail addressed to the Grantor; (d) to send requests for verification of accounts to customers or account debtors; (e) to complete in the Grantor's name or the Lenders' names, any order, sale or transaction, obtain the necessary documents in connection therewith, and collect the proceeds thereof; (f) to file such financing statements with respect to this Security/Intercreditor Agreement, with or without the Grantor's signature, or to file a photocopy of this Security/Intercreditor Agreement in substitution for a financing statement, as the Collateral Agent may deem appropriate, and to execute in the Grantor's name such financing statements and amendments thereto and continuation statements which may require the Grantor's signature; and (g) to do all things necessary to carry out the fulfillment of the obligations of the Grantor under the Notes, the Loan Documents and this Security/Intercreditor Agreement. Grantor hereby ratifies and approves all acts of such attorney-in-fact. Neither the Majority In Interest nor the Collateral Agent or other designees or attorneys will be liable for any acts or omissions or for any error of judgment or mistake of fact or law except for their willful misconduct.

THIS POWER OF ATTORNEY IS A POWER COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE SECURED OBLIGATIONS HAVE BEEN FULLY SATISFIED.

5. Intercreditor Provisions.

(a) Rights With Respect to Notes. Upon an Event of Default, the Collateral Agent with the consent of the Majority in Interest, and subject to this Security/Intercreditor Agreement, shall have the right to accelerate the maturity of the Notes and to take and exercise any rights as a secured creditor with respect to the Collateral under the UCC and this Security/Intercreditor Agreement. Each Lender hereby agrees that it shall not amend or assign its Loan Documents without the prior written consent of a Majority In Interest.

(b) Waivers. Waivers granted and other actions taken pursuant to this Security/Intercreditor Agreement shall be effective as against all Lenders if in writing executed by the Collateral Agent.

(c) Sharing of Payments and Proceeds. Each Lender shall share pari passu on a ratable basis equal to its Pro Rata Share (defined below) in all payments from any source made on any of the Notes, and in the Collateral and any proceeds therefrom. "Pro Rata Share" shall mean an amount equal to the amount which results when the total amount of principal that is owing to that Lender is divided by the aggregate principal owing to all Lenders (expressed as a percentage). Each Lender agrees that if it shall receive (by whatever means, including through the exercise of any right of setoff or counterclaim or otherwise) payment of a proportion of the aggregate amount of principal and interest due with respect to the Notes that is greater than its Pro Rata Share, the Lender receiving such proportionately greater payment shall remit to the other Lenders the amount necessary so that each Lender receives its Pro Rata Share of such payment.

(d) Amendment. No amendment of any provision of this Security/Intercreditor Agreement shall in any event be effective unless the same shall be in writing and signed by a Majority In Interest.

(e) Collateral Agent. Each Lender hereby appoints Parker H. Petit as the Collateral Agent hereunder, who shall act as a representative of the Lenders to carry out instructions and directives of the Majority In Interest for purposes of this Security/Intercreditor Agreement and to have the other responsibility and authority set forth in this Security/Intercreditor Agreement. The Lenders' approval of this Security/Intercreditor Agreement shall include confirmation of the authority of the Collateral Agent. Grantor may rely upon the acts of the Collateral Agent for all purposes permitted hereunder. EACH LENDER HEREBY WAIVES ANY CONFLICT OF INTEREST OF THE COLLATERAL AGENT ARISING FROM HIS SERVICE AS COLLATERAL AGENT HEREUNDER AND FROM HIS STATUS AS A LENDER HEREUNDER, and as a DIRECTOR, CHAIRMAN, CEO AND A MAJOR SHAREHOLDER OF GRANTOR.

The Collateral Agent shall have full power of attorney to act in the name, place, and stead of the Lenders, and each of them, in all matters in connection with this Security/Intercreditor Agreement, upon the approval of the Majority In Interest or as may be specifically provided herein. The Collateral Agent's authority to act on behalf of the Lenders includes the power to execute all such documents, waivers, amendments, and instruments as are approved by the Majority In Interest or by this Security/Intercreditor Agreement.

The Collateral Agent shall have no duties or obligations except as specifically set forth in this Security/Intercreditor Agreement. In acting on behalf of the Majority In Interest, the Collateral Agent may rely upon, and shall be protected in acting or refraining from acting upon, an opinion or advice of counsel, certificate of auditors or other certificate, statement, instrument, opinion, report, notice, request, consent, order, arbitrator's award, appraisal, bonds, or other paper or document reasonably believed by them to be genuine and to have been executed or presented by the proper party or parties. The Collateral Agent shall not be personally liable to the Majority In Interest for any action taken, suffered, or omitted by him, except for willful misconduct or gross neglect.

The Collateral Agent and each Lender hereby agree that the Majority In Interest shall have the full and complete right and authority to give instructions to, and otherwise direct, the Collateral Agent in respect of the Collateral or any action with respect to any Collateral. The Collateral Agent shall not have by reason of this Security/Intercreditor Agreement or any other document a fiduciary relationship in respect of any Lender.

6. Representations and Warranties. Grantor hereby represents and warrants to the Lenders that except for the security interest granted under this Security/Intercreditor Agreement and the Prior Credit Agreement, and Permitted Liens, Grantor has granted no other security interest in the Collateral that is still outstanding, and that this Security/Intercreditor Agreement creates a valid, binding and enforceable Lien and/or security interest in and to the Collateral hereunder for the benefit of the Lenders.

7. Covenants. Grantor covenants and agrees with the Lenders that from and after the date of this Security/Intercreditor Agreement and until the Secured Obligations have been performed and paid in full:

7.1 Further Assurances. At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Collateral Agent may reasonably deem desirable to obtain the full benefit of this Security/Intercreditor Agreement.

7.2 Maintenance of Records. Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral. Grantor shall allow reasonable access to such records upon reasonable notice from Lenders.

7.3 Collateral. The Grantor agrees that it will not, without the prior written consent of the Collateral Agent, consent to, permit or suffer to occur any sale, transfer, Lien, or use of any of the Collateral adversely affecting the interest of the Lenders therein, other than pursuant to Permitted Liens and Permitted Dispositions.

8. Rights and Remedies Upon Default.

(a) Upon the occurrence and during the continuation of an Event of Default (subject to the provisions of this Security/Intercreditor Agreement and the Loan Documents), the Lenders, acting through the Collateral Agent, shall have the right to take title to, seize, assign, sell, and otherwise dispose of the Collateral, or any part thereof, either at public or private sale, in lots or in bulk, for cash, credit or otherwise, with or without representations or warranties, and upon such terms as shall be reasonable, and any Lender may bid or become the purchaser at any such sale. If notification to Grantor of any intended disposition by the Lenders of any of the Collateral is required by applicable law, such notification will be deemed to have been reasonable and proper if given at least 20 days prior to such disposition.

(b) If any Event of Default shall occur and be continuing, the Lenders, acting through the Collateral Agent, may exercise, in addition to all other rights and remedies granted to them under this Security/Intercreditor Agreement and the Loan Documents, all rights and remedies of a secured party under the UCC.

(c) Except as specifically provided for herein, Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security/Intercreditor Agreement or any Collateral.

(d) The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed in the following order of priorities:

First, to the Collateral Agent in an amount sufficient to pay in full the reasonable costs of the Collateral Agent in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by the Collateral Agent in connection therewith, including, without limitation, reasonable attorneys' fees;

Second, to the Lenders in the amount of the Pro Rata Share owing to each Lender; and

Finally, upon payment in full of the Secured Obligations, to Grantor or its representatives or as a court of competent jurisdiction may direct.

9. Reinstatement. This Security/Intercreditor Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of Lenders or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

10. Miscellaneous.

10.1 No Waiver; Cumulative Remedies.

(a) Lenders shall not by any act, delay, omission or otherwise be deemed to have waived any of their respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security/Intercreditor Agreement may be waived, altered, modified or amended except as provided herein.

10.2 Termination of this Security/Intercreditor Agreement. This Security/Intercreditor Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

10.3 Successor and Assigns. This Security/Intercreditor Agreement shall be binding upon the successors of Grantor and Lenders and may not be assigned by any party.

10.4 Governing Law. In all respects, including all matters of construction, validity and performance, this Security/Intercreditor Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

10.5 Counterparts. This Security/Intercreditor Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 Titles and Subtitles. The titles of the sections and subsections of this Security/Intercreditor Agreement are not to be considered in construing this Security/Intercreditor Agreement.

10.7 Severability. In case any provision of this Security/Intercreditor Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.8 Agreement is Entire Contract. This Security/Intercreditor Agreement and the other Loan Documents, constitute the final, complete and exclusive contract between the parties hereto with respect to the subject matter hereof and no party shall be liable or bound to the other in any manner by any warranties, representations, guarantees or covenants except as specifically set forth herein and in such other documents referred to above. Nothing in this Security/Intercreditor Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and assigns, any right, remedies, obligations or liabilities under or by reason of this Security/Intercreditor Agreement, except as expressly provided herein.

[*Signatures Contained on the Following Page*]

In Witness Whereof, the undersigned have caused this Security/Intercreditor Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

GRANTOR:

MiMedx Group, Inc.

By: _____
Michael J. Senken, CFO

[COMPANY SEAL]

COLLATERAL AGENT:

_____ (SEAL)
Parker H. Petit

LENDER'S COUNTERPART SIGNATURE PAGE TO SECURITY AND INTERCREDITOR AGREEMENT FOLLOWS

LENDER'S COUNTERPART SIGNATURE PAGE TO
SECURITY AND INTERCREDITOR AGREEMENT

LENDER:

Signature for Corporate, Partnership, or other Entity Lender:

_____
(Print Name of Entity)

By: _____
Print Name: _____
Print Title: _____

Signature for Individual Lender:

_____
(Signature)

Print Name: _____

THIS WARRANT MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT AS SPECIFIED HEREIN. NEITHER THE RIGHTS REPRESENTED BY THIS WARRANT NOR THE SHARES ISSUABLE UPON THE EXERCISE HEREOF HAVE BEEN REGISTERED FOR OFFER OR SALE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE LAW. SUCH RIGHTS AND SHARES MAY NOT BE SOLD OR OFFERED FOR SALE IN WHOLE OR IN PART EXCEPT IN ACCORDANCE WITH THE PROVISIONS HEREOF.

Warrant No.: Issuance Date: _____, 2011
Number of Warrant Shares: Warrant Exercise Price: USD$.01 per share

MiMedx Group, Inc.

Warrant to Purchase Common Stock

MiMedx Group, Inc., a Florida corporation (the "***Company***"), hereby certifies that _____, the registered holder hereof, or its permitted assigns ("***Holder***"), is entitled, subject to the terms set forth below, including without limitation Section 3 hereof, to purchase from the Company upon surrender of this warrant (the "***Warrant***"), at any time or times on or after, and subject to the occurrence of, the Effective Date hereof but not after 5:00 P.M. (Eastern Standard Time) on the Expiration Date (as defined herein), all or any part of the Warrant Shares (as defined herein), of fully paid and nonassessable Common Stock (as defined herein) of the Company by payment of the applicable aggregate Warrant Exercise Price (as defined herein) in lawful money of the United States.

1. Definitions. The following words and terms as used in this Warrant shall have the following meanings:

(a) "***2011 Gross Revenues***" means the Company's total revenue from all sources on a consolidated basis, for the year ending December 31, 2011, as reflected in its audited financial statements.

(b) "***Assignment Form***" shall have the meaning given to such term in Section 14(h) of this Warrant.

(c) "***Change in Control***" means the date the shareholders of the Company approve a definitive agreement (A) to merge or consolidate the Company with or into another corporation or other business entity (for these purposes, each, a "corporation"), in which the holders of the Company's Common Stock immediately prior to the merger or consolidation have voting control over less than fifty percent (50%) of the voting securities of the surviving corporation outstanding immediately after such merger or consolidation, or (B) to sell or otherwise dispose of all or substantially all the assets of the Company.

(d) "***Common Stock***" means (i) the Company's common stock and (ii) any capital stock resulting from a reclassification of such "Common Stock."

(e) "***Company***" means MiMedx Group, Inc., a Florida corporation.

(f) "***Convertible Securities***" means any securities issued by the Company which are convertible into or exchangeable for, directly or indirectly, shares of Common Stock.

(g) "***Effective Date***" means the first to occur of the following: (i) the first business day follows the Measurement Date if and only if the Company's 2011 Gross Revenues are less than $11,500,000, and (ii) the occurrence of a Change in Control prior to the Measurement Date.

(h) "***Exercise Date***" means any date after the Effective Date on which notice of exercise hereof is given by Holder.

(i) "***Expiration Date***" means the date which is five (5) years after the Issuance Date as shown on the face hereof; provided however that this Warrant may terminate earlier as provided in Section 3 hereof.

(j) "***Holder***" shall have that meaning given to such term in the introductory paragraph of this Warrant.

(k) "***Market Price*** means the fair market value of one share of Common Stock determined as follows: (i) where there exists a public market for the Company's Common Stock at the time of such exercise, the fair market value per share shall be the closing trading price of the Common Stock quoted in the Over-The-Counter Market Summary or the last reported sale price of the Common Stock or the closing price quoted on the NASDAQ National Market System or on any exchange on which the Common Stock is listed, whichever is applicable, for the five (5) trading days (or such fewer number of trading days as the Company's Common Stock may have been publicly traded) ending on the trading day prior to the date of determination of fair market value and (ii) if at any time the Common Stock is not listed on any domestic exchange or quoted in the NASDAQ System or the domestic over-the-counter market, the higher of (A) the book value thereof, as determined by any firm of independent public accountants of recognized standing selected by the Board of Directors, as at the last day as of which such determination shall have been made, or (B) the fair value thereof determined in good faith by the Board of Directors as of the date which is within fifteen (15) days of the date as of which the determination is to be made (in determining the fair value thereof, the Board of Directors shall consider stock market valuations and price to earnings ratios of comparable companies in similar industries).

(l) "***Measurement Date***" means the date on which the Company files with the SEC its audited financial statements for the fiscal year ending December 31, 2011.

(m) "***SEC***" means the Securities and Exchange Commission.

(n) "***Securities Act***" means the Securities Act of 1933, as amended.

(o) "***Subscription Notice***" shall have that meaning given to such term in Section 2(a) of this Warrant.

(p) "***Warrant***" shall have that meaning given to such term in the introductory paragraph of this document.

(q) "***Warrant Exercise Price***" shall initially be the amount per share shown above on the face hereof.

(r) "***Warrant Shares"*** means the shares of Common Stock subject to this Warrant and shown above on the face hereof.

(s) ***Other Definitional Provisions***.

(i) Except as otherwise specified herein, all references herein (A) to any person other than the Company, shall be deemed to include such person's successors and permitted assigns, (B) to the Company shall be deemed to include the Company's successors and (C) to any applicable law defined or referred to herein, shall be deemed references to such applicable law as the same may have been or may be amended or supplemented from time to time.

(ii) When used in this Warrant, the words "herein," "hereof," and "hereunder," and words of similar import, shall refer to this Warrant as a whole and not to any provision of this Warrant, and the words "Section," "Schedule," and "Exhibit" shall refer to Sections of, and Schedules and Exhibits to, this Warrant unless otherwise specified.

(iii) Whenever the context so requires the neuter gender includes the masculine or feminine, and the singular number includes the plural, and vice versa.

2. Exercise of Warrant.

(a) Subject to the terms and conditions hereof (including, without limitation, the termination provisions set forth herein), this Warrant may be exercised in whole or in part, at any time during normal business hours on or after the Effective Date and prior to 5:00 p.m. (Eastern Standard Time) on the Expiration Date. The rights represented by this Warrant may be exercised by the holder hereof then registered on the books of the Company, in whole or from time to time in part (except that this Warrant shall not be exercisable as to a fractional share), by: (i) delivery of a written notice, in the form of the subscription notice attached as Exhibit A hereto (the "***Subscription Notice***"), of such holder's election to exercise this Warrant, which notice shall specify the number of Warrant Shares to be purchased; (ii) payment to the Company of an amount equal to the Warrant Exercise Price multiplied by the number of Warrant Shares as to which the Warrant is being exercised (plus any applicable issue or transfer taxes) in cash, by wire transfer or by certified or official bank check; and (iii) the surrender of this Warrant, properly endorsed, at the principal office of the Company in Kennesaw, Georgia (or at such other agency or office of the Company as the Company may designate by notice to the Holder); provided, that if such Warrant Shares are to be issued in any name other than that of the Holder, such issuance shall be deemed a transfer and the provisions of Section 14 shall be applicable. In the event of any exercise of the rights represented by this Warrant, a certificate or certificates for the Warrant Shares so purchased, registered in the name of, or as directed by, the Holder, shall be delivered to, or as directed by the Holder within a reasonable time after the date on which such rights shall have been so exercised. In the event that this Warrant becomes exercisable due to the occurrence of a Change in Control, the Company shall give the Holder written notice of the occurrence thereof at least five business days prior to the consummation of the transaction which was approved by the shareholders of the Company.

(b) Unless the rights represented by this Warrant shall have expired or have been fully exercised, the Company shall issue, within such fifteen (15) day period, a new Warrant identical in all respects to the Warrant exercised except (x) such new Warrant shall represent rights to purchase the number of Warrant Shares purchasable immediately prior to such exercise under the warrant exercised, less the number of Warrant Shares with respect to which such original Warrant was exercised, and (y) the Warrant Exercise Price thereof shall be, subject to further adjustment as provided in this Warrant, the Warrant Exercise Price of the Warrant exercised. The person in whose name any certificate for Warrant Shares is issued upon exercise of this Warrant shall for all purposes be deemed to have become the holder of record of such Warrant Shares immediately prior to the close of business on the date on which the Warrant was surrendered and payment of the amount due in respect of such exercise and any applicable taxes was made, irrespective of the date of delivery of such share certificate, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are properly closed, such person shall be deemed to have become the holder of such Warrant Shares at the opening of business on the next succeeding date on which the stock transfer books are open.

3. Termination of the Warrant. This Warrant shall automatically terminate without exercise and shall be null and void on the Measurement Date, if the 2011 Gross Revenues of the Company equals or exceeds $11,500,000.

4. Covenants as to Common Stock.

(a) The Company covenants and agrees that all Warrant Shares that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued, fully paid and nonassessable. The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of the rights then represented by this Warrant and that the par value of said shares will at all times be less than or equal to the applicable Warrant Exercise Price.

(b) If any shares of Common Stock reserved or to be reserved to provide for the exercise of the rights then represented by this Warrant require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued to the Holder, then the Company covenants that it will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be.

5. Adjustment of Warrant Exercise Price upon Stock Splits, Dividends, Distributions and Combinations; and Adjustment of Number of Shares.

(a) In case the Company shall at any time split or subdivide its outstanding shares of Common Stock into a greater number of shares or issue a stock dividend (including any distribution of stock without consideration) or make a distribution with respect to outstanding shares of Common Stock or Convertible Securities payable in Common Stock or in Convertible Securities, the Warrant Exercise Price in effect immediately prior to such subdivision or stock dividend or distribution shall be proportionately reduced and conversely, in case the outstanding shares of Common Stock of the Company shall be combined into a smaller number of shares, the Warrant Exercise Price in effect immediately prior to such combination shall be proportionately increased, in each case, by multiplying the then effective Warrant Exercise Price by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such subdivision, stock dividend, distribution or combination (determined on a fully diluted basis), and the denominator of which shall be the total number of shares of Common Stock, immediately after such subdivision, stock dividend, distribution or combination (determined on a fully diluted basis), and the product so obtained shall thereafter be the Warrant Exercise Price. For purposes of this Warrant, "on a fully diluted basis" means that all issued and outstanding capital stock of the Company, including all Convertible Securities, and all outstanding options and warrants, whether or not vested, shall be taken into account.

(b) Upon each adjustment of the Warrant Exercise Price as provided above in this Section 5, the Holder shall thereafter be entitled to purchase, at the Warrant Exercise Price resulting from such adjustment, the number of shares (calculated to the nearest tenth of a share) obtained by multiplying the Warrant Exercise Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment and dividing the product thereof by the Warrant Exercise Price immediately after such adjustment.

6. Reorganization, Reclassification, Etc. Subject to the provisions of Section 3 hereof, in case of any capital reorganization, or of any reclassification of the capital stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a split-up or combination) or in case of the consolidation or merger of the Company with or into any other corporation (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in the Common Stock being changed into or exchanged for stock or other securities or property of any other person), or of the sale of the properties and assets of the Company as, or substantially as, an entirety to any other corporation, this Warrant shall, after such capital reorganization, reclassification of capital stock, consolidation, merger or sale, entitle the Holder hereof to purchase the kind and number of shares of stock or other securities or property of the Company or of the corporation resulting from such consolidation or surviving such merger or to which such sale shall be made, as the case may be, to which the holder hereof would have been entitled if he had held the Common Stock issuable upon the exercise hereof immediately prior to such capital reorganization, reclassification of capital stock, consolidation, merger or sale, and, in any such case, appropriate provision shall be made with respect to the rights and interests of the holder of this Warrant to the end that the provisions thereof (including without limitation provisions for adjustment of the Warrant Exercise Price and of the number of shares purchasable upon the exercise of this Warrant) shall thereafter be applicable, as nearly as may be in relation to any shares of stock, securities, or assets thereafter deliverable upon the exercise of the rights represented hereby. The Company shall not effect any such consolidation, merger or sale, unless prior to or simultaneously with the consummation thereof the successor corporation (if other than the Company) resulting from such consolidation or merger of the corporation purchasing such assets shall assume by written instrument executed and mailed or delivered to the registered holder hereof at the address of such holder appearing on the books of the Company, the obligation to deliver to such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to purchase.

7. Notice of Adjustment of Warrant Exercise Price. Upon any adjustment of the Warrant Exercise Price, then the Company shall give notice thereof to the Holder of this Warrant, which notice shall state the Warrant Exercise Price in effect after such adjustment and the increase, or decrease, if any, in the number of Warrant Shares purchasable at the Warrant Exercise Price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

8. Computation of Adjustments. Upon each computation of an adjustment in the Warrant Exercise Price and the number of shares which may be subscribed for and purchased upon exercise of this Warrant, the Warrant Exercise Price shall be computed to the nearest cent (i.e. fraction of .5 of a cent, or greater, shall be rounded to the next highest cent) and the number of shares which may be subscribed for and purchased upon exercise of this Warrant shall be calculated to the nearest whole share (i.e. fractions of less than one half of a share shall be disregarded and fractions of one half of a share, or greater, shall be treated as being a whole share). No such adjustment shall be made however, if the change in the Warrant Exercise Price would be less than $.001 per share, but any such lesser adjustment shall be made (i) at the time and together with the next subsequent adjustment which, together with any adjustments carried forward, shall amount to $.001 per share or more, or (ii) if earlier, upon the third anniversary of the event for which such adjustment is required.

9. Net Issue Exercise. Notwithstanding any provisions herein to the contrary, if the Market Price of one share of Common Stock is greater than the Warrant Exercise Price at the date of exercise of the Warrant, in lieu of exercising the Warrant by payment of cash, the Holder may elect to receive shares equal to the value (as determined below) of the Warrant (or portion thereof being canceled) by surrender of the Warrant at the principal office of the Company together with the duly executed Notice of Exercise, in which event the Company shall issue to the Holder a number of shares of the Common Stock computed using the following formula:

$$X = \frac{Y(A - B)}{A}$$

WHERE X = the number of shares of Common Stock to be issued to the Holder;

Y = the number of shares of the Common Stock purchasable under the Warrant or, if only a portion of the Warrant is being exercised, the number of shares underlying the Warrant to the extent exercised (at the date of such exercise);

A = the Market Price of one share of Common Stock (at the date of such calculation); and

B = Warrant Exercise Price (at the date of such calculation).

10. No Change in Warrant Terms on Adjustment. Irrespective of any adjustment in the Warrant Exercise Price or the number of shares of Common Stock issuable upon exercise hereof, this Warrant, whether theretofore or thereafter issued or reissued, may continue to express the same price and number of shares as are stated herein and the Warrant Exercise Price and such number of shares specified herein shall be deemed to have been so adjusted.

11. Taxes. The Company shall not be required to pay any tax or taxes attributable to the initial issuance of the Warrant Shares or any transfer involved in the issue or delivery of any certificates for Warrant Shares in a name other than that of the registered holder hereof or upon any transfer of this Warrant.

12. Warrant Holder Not Deemed a Shareholder. No holder, as such, of this Warrant shall be entitled to vote or receive dividends or be deemed the holder of shares of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance of record to the holder of this Warrant of the Warrant Shares which he is then entitled to receive upon the due exercise of this Warrant.

13. No Limitation on Corporate Action. No provisions of this Warrant and no right or option granted or conferred hereunder shall in any way limit, affect or abridge the exercise by the Company of any of its corporate rights or powers to recapitalize, amend its Articles of Incorporation, reorganize, consolidate or merge with or into another corporation, or to transfer all or any part of its property or assets, or the exercise of any other of its corporate rights and powers.

14. Transfer; Opinions of Counsel; Restrictive Legends. To the extent applicable, each certificate or other document evidencing any of the Warrant Shares shall be endorsed with the legends set forth below, and Holder covenants that, except to the extent such restrictions are waived by the Company, Holder shall not transfer the Warrant Shares without complying with the restrictions on transfer described in the legends endorsed thereon;

(a) The following legend under the Securities Act:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) If required by the authorities of any state in connection with the issuance or sale of the Warrant Shares, the legend required by such state authority.

(c) The Company shall not be required (i) to transfer on its books either this Warrant or any Warrant Shares which shall have been transferred in violation of any of the provisions set forth in this Section 14, or (ii) to treat as owner of such Warrant Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Warrant Shares shall have been so transferred.

(d) Any legend endorsed on a certificate pursuant to subsection (a) or (b) of this Section 14 shall be removed (i) if the Warrant Shares represented by such certificate shall have been effectively registered under the Securities Act or otherwise lawfully sold in a public transaction, or (ii) if the holder of such Warrant Shares shall have provided the Company with an opinion from counsel, in form and substance reasonably acceptable to the Company and from attorneys reasonably acceptable to the Company, stating that a public sale, transfer or assignment of the Warrant or the Warrant Shares may be made without registration.

(e) Any legend endorsed on a certificate pursuant to subsection (b) of this Section 14 shall be removed if the Company receives an order of the appropriate state authority authorizing such removal or if the holder of the Warrant or the Warrant Shares provides the Company with an opinion of counsel, in form and substance reasonably acceptable to the Company and from attorneys reasonably acceptable to the Company, stating that such state legend may be removed.

(f) Without in any way limiting the representations set forth above, Holder further agrees not to make any disposition of all or any portion of the Warrant at any time other than to an affiliate of the Holder; provided, however, that such affiliate transferee agrees in writing to be subject to the terms of this Section 14. In addition, the Holder agrees not to make any disposition of all or any portion of the Warrant Shares unless:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and, if requested by the Company, (A) Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of the Warrant or any Warrant Shares under the Securities Act and (B) the transferee shall have furnished to the Company its agreement to abide by the restrictions on transfer set forth herein as if it were a purchaser hereunder.

(g) Notwithstanding the other provisions of this Section 14, no such registration statement or opinion of counsel shall be required for any transfer by a Holder, (i) if it is a partnership or a corporation, to a partner or pro rata to its equity holder(s) of such Holder (or a third party duly authorized to act on behalf of such Holder or its partners or equity holders), or (ii) if he or she is an individual, to members of such individual's family for estate planning purposes; provided, however, that the transferee agrees in writing to be subject to the terms of this Section 14.

(h) Upon delivery of the foregoing opinion of counsel (with respect to a transfer of the Warrant Shares) and the surrender of this Warrant to the Company at its principal office, together with (i) the assignment form annexed hereto as Exhibit B (the "***Assignment Form***") duly executed and (ii) funds sufficient to pay any transfer tax, the Company shall, if it determines such transfer is permitted by the terms of this Warrant, without additional charge, execute and deliver a new Warrant in the name of the assignee named in such instrument of assignment and this Warrant shall promptly be cancelled.

15. Lost, Stolen, Mutilated or Destroyed Warrant. If this Warrant is lost, stolen, mutilated or destroyed, the Company shall, on such terms as to indemnity or otherwise as it may in its discretion impose (except in the event of loss, theft, mutilation or destruction while this Warrant is in possession of the Company's Escrow Agent, in which events the Company shall be solely responsible) (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

16. Representation of Holder. The Holder, by the acceptance hereof, represents that it is acquiring this Warrant, and the Warrant Shares, for its own account, for investment purposes, and not with a present view either to sell, distribute, or transfer, or to offer for sale, distribution, or transfer, any of the Warrant or the Warrant Shares, or any other securities issuable upon the exercise thereof.

17. Restricted Securities. The Holder understands that the Warrant and the Warrant Shares issuable upon exercise of the Warrant, will not be registered at the time of their issuance under the Securities Act for the reason that the sale provided for in this Warrant is exempt pursuant to Section 4(2) of the Securities Act based on the representations of the Holder set forth herein. The Warrant Holder represents that it is experienced in evaluating companies such as the Company, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to suffer the total loss of the investment. The Holder further represents that it has had the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Warrant, the business of the Company, and to obtain additional information to such Holder's satisfaction. The Holder represents that it is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act, as presently in effect.

18. Notices. All Notices, requests and other communications that the Holder or the Company is required or elects to give hereunder shall be in writing and shall be deemed to have been given (a) upon personal delivery thereof, including by appropriate courier service, five (5) days after delivery to the courier or, if earlier, upon delivery against a signed receipt therefore or (b) upon transmission by facsimile or telecopier, which transmission is confirmed, in either case addressed to the party to be notified at the address set forth below or at such other address as such party shall have notified the other parties hereto, by notice given in conformity with this Section 18.

If to the Company:

MiMedx Group, Inc.
60 Chastain Center Blvd., Suite 60
Kennesaw, GA 30144
Attention: General Counsel
Facsimile: (678) 384-6741

If to the Holder:

_____
_____
_____
Facsimile: _____

19. Miscellaneous. This Warrant and any term hereof may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party or holder hereof against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

20. Date. The Issuance Date of this Warrant is the date shown on the first page above on the face hereof. This Warrant, in all events, shall be wholly void and of no effect after 5:00 p.m. (Eastern Time) on the Expiration Date, except that notwithstanding any other provisions hereof, the provisions of Section 14 shall continue in full force and effect after such date as to any Warrant Shares or other securities issued upon the exercise of this Warrant.

21. Severability. If any provision of this Warrant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Warrant.

22. Governing Law. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without reference to its conflicts of law principles.

[Signatures Contained on the Following Page]

IN WITNESS WHEREOF, the Company has executed this Warrant as of the Issuance Date.

MiMedx Group, Inc.

By: _____
Name: Michael J. Senken
Title: Chief Financial Officer

Acknowledged and Agreed:

HOLDER:

_____
Name:

Title (if applicable):

EXHIBIT A TO

WARRANT

SUBSCRIPTION NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER IF SUCH REGISTERED HOLDER DESIRES TO EXERCISE THIS WARRANT

The undersigned hereby exercises the right to purchase Warrant Shares covered by this Warrant according to the conditions thereof and herewith [makes payment of $_____, the aggregate Warrant Exercise Price of such Warrant Shares in full] [tenders solely this Warrant, or applicable portion hereof, in full satisfaction of the Warrant Exercise Price upon the terms and conditions set forth herein.]

INSTRUCTIONS FOR REGISTRATION OF STOCK

Name _____

(Please typewrite or print in block letters)

Address _____

Holder Name:

By: _____
Name:
Title:

[Net] Number of Warrant Shares Being Purchased _____

Dated: _____, 20___

EXHIBIT B TO

WARRANT

ASSIGNMENT FORM

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto

Name _____

(Please typewrite or print in block letters)

Address _____

the right to purchase Common Stock represented by this Warrant to the extent of shares as to which such right is exercisable and does hereby irrevocably constitute and appoint Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date _____, 20___

Signature _____

THIS WARRANT MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT AS SPECIFIED HEREIN. NEITHER THE RIGHTS REPRESENTED BY THIS WARRANT NOR THE SHARES ISSUABLE UPON THE EXERCISE HEREOF HAVE BEEN REGISTERED FOR OFFER OR SALE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE LAW. SUCH RIGHTS AND SHARES MAY NOT BE SOLD OR OFFERED FOR SALE IN WHOLE OR IN PART EXCEPT IN ACCORDANCE WITH THE PROVISIONS HEREOF.

Warrant No.: Issuance Date: _____, 2011
Number of Warrant Shares: Warrant Exercise Price: USD$.01 per share

MiMedx Group, Inc.

Warrant to Purchase Common Stock

MiMedx Group, Inc., a Florida corporation (the "***Company***"), hereby certifies that _____, the registered holder hereof, or its permitted assigns ("***Holder***"), is entitled, subject to the terms set forth below, including without limitation Section 3 hereof, to purchase from the Company upon surrender of this warrant (the "***Warrant***"), at any time or times on or after, and subject to the occurrence of, the Effective Date hereof but not after 5:00 P.M. (Eastern Standard Time) on the Expiration Date (as defined herein), all or any part of the Warrant Shares (as defined herein), of fully paid and nonassessable Common Stock (as defined herein) of the Company by payment of the applicable aggregate Warrant Exercise Price (as defined herein) in lawful money of the United States.

1. Definitions. The following words and terms as used in this Warrant shall have the following meanings:

(a) "***2012 Gross Revenues***" means the Company's total revenue from all sources on a consolidated basis, for the year ending December 31, 2012, as reflected in its audited financial statements.

(b) "***Assignment Form***" shall have the meaning given to such term in Section 14(h) of this Warrant.

(c) "***Change in Control***" means the date the shareholders of the Company approve a definitive agreement (A) to merge or consolidate the Company with or into another corporation or other business entity (for these purposes, each, a "corporation"), in which the holders of the Company's Common Stock immediately prior to the merger or consolidation have voting control over less than fifty percent (50%) of the voting securities of the surviving corporation outstanding immediately after such merger or consolidation, or (B) to sell or otherwise dispose of all or substantially all the assets of the Company.

(d) "***Common Stock***" means (i) the Company's common stock and (ii) any capital stock resulting from a reclassification of such "Common Stock."

(e) "***Company***" means MiMedx Group, Inc., a Florida corporation.

(f) "***Convertible Securities***" means any securities issued by the Company which are convertible into or exchangeable for, directly or indirectly, shares of Common Stock.

(g) "***Effective Date***" means the first to occur of the following: (i) the first business day following the Second Measurement Date if and only if the Company's 2012 Gross Revenues are less than $31,150,000, and (ii) the occurrence of a Change in Control prior to the First Measurement Date, and (iii) the occurrence of a Change in Control on or after the First Measurement Date and prior to the Second Measurement Date, other than a Qualified Change in Control.

(h) "***Exercise Date***" means any date after the Effective Date on which notice of exercise hereof is given by Holder.

(i) "***Expiration Date***" means the date which is five (5) years after the Issuance Date as shown on the face hereof; provided however that this Warrant may terminate earlier as provided in Section 3 hereof.

(j) "***First Measurement Date***" means the date on which the Company files with the SEC its audited financial statements for the fiscal year ending December 31, 2011.

(k) "***Holder***" shall have that meaning given to such term in the introductory paragraph of this Warrant.

(l) "***Market Price*** means the fair market value of one share of Common Stock determined as follows: (i) where there exists a public market for the Company's Common Stock at the time of such exercise, the fair market value per share shall be the closing trading price of the Common Stock quoted in the Over-The-Counter Market Summary or the last reported sale price of the Common Stock or the closing price quoted on the NASDAQ National Market System or on any exchange on which the Common Stock is listed, whichever is applicable, for the five (5) trading days (or such fewer number of trading days as the Company's Common Stock may have been publicly traded) ending on the trading day prior to the date of determination of fair market value and (ii) if at any time the Common Stock is not listed on any domestic exchange or quoted in the NASDAQ System or the domestic over-the-counter market, the higher of (A) the book value thereof, as determined by any firm of independent public accountants of recognized standing selected by the Board of Directors, as at the last day as of which such determination shall have been made, or (B) the fair value thereof determined in good faith by the Board of Directors as of the date which is within fifteen (15) days of the date as of which the determination is to be made (in determining the fair value thereof, the Board of Directors shall consider stock market valuations and price to earnings ratios of comparable companies in similar industries).

(m) "***Qualified Change in Control***" means any Change in Control which occurs on or after the First Measurement Date and prior to the Second Measurement Date and in which the holders of the Company's Common Stock will receive consideration in any form, having a value of $1.75 or more, per share of Common Stock.

(n) "***SEC***" means the Securities and Exchange Commission.

(o) "***Second Measurement Date***" means the date on which the Company files with the SEC its audited financial statements for the fiscal year ending December 31, 2012.

(p) "***Securities Act***" means the Securities Act of 1933, as amended.

(q) "***Subscription Notice***" shall have that meaning given to such term in Section 2(a) of this Warrant.

(r) "***Warrant***" shall have that meaning given to such term in the introductory paragraph of this document.

(s) "***Warrant Exercise Price***" shall initially be the amount per share shown above on the face hereof.

(t) "***Warrant Shares" means*** the shares of Common Stock subject to this Warrant and shown above on the face hereof.

(u) ***Other Definitional Provisions***.

(i) Except as otherwise specified herein, all references herein (A) to any person other than the Company, shall be deemed to include such person's successors and permitted assigns, (B) to the Company shall be deemed to include the Company's successors and (C) to any applicable law defined or referred to herein, shall be deemed references to such applicable law as the same may have been or may be amended or supplemented from time to time.

(ii) When used in this Warrant, the words "herein," "hereof," and "hereunder," and words of similar import, shall refer to this Warrant as a whole and not to any provision of this Warrant, and the words "Section," "Schedule," and "Exhibit" shall refer to Sections of, and Schedules and Exhibits to, this Warrant unless otherwise specified.

(iii) Whenever the context so requires the neuter gender includes the masculine or feminine, and the singular number includes the plural, and vice versa.

2. Exercise of Warrant.

(a) Subject to the terms and conditions hereof (including, without limitation, the termination provisions set forth herein), this Warrant may be exercised in whole or in part, at any time during normal business hours on or after the Effective Date and prior to 5:00 p.m. (Eastern Standard Time) on the Expiration Date. The rights represented by this Warrant may be exercised by the holder hereof then registered on the books of the Company, in whole or from time to time in part (except that this Warrant shall not be exercisable as to a fractional share), by: (i) delivery of a written notice, in the form of the subscription notice attached as Exhibit A hereto (the "***Subscription Notice***"), of such holder's election to exercise this Warrant, which notice shall specify the number of Warrant Shares to be purchased; (ii) payment to the Company of an amount equal to the Warrant Exercise Price multiplied by the number of Warrant Shares as to which the Warrant is being exercised (plus any applicable issue or transfer taxes) in cash, by wire transfer or by certified or official bank check; and (iii) the surrender of this Warrant, properly endorsed, at the principal office of the Company in Kennesaw, Georgia (or at such other agency or office of the Company as the Company may designate by notice to the Holder); provided, that if such Warrant Shares are to be issued in any name other than that of the Holder, such issuance shall be deemed a transfer and the provisions of Section 14 shall be applicable. In the event of any exercise of the rights represented by this Warrant, a certificate or certificates for the Warrant Shares so purchased, registered in the name of, or as directed by, the Holder, shall be delivered to, or as directed by the Holder within a reasonable time after the date on which such rights shall have been so exercised. In the event that this Warrant becomes exercisable due to the occurrence of a Change in Control, the Company shall give the Holder written notice of the occurrence thereof at least five business days prior to the consummation of the transaction which was approved by the shareholders of the Company.

(b) Unless the rights represented by this Warrant shall have expired or have been fully exercised, the Company shall issue, within such fifteen (15) day period, a new Warrant identical in all respects to the Warrant exercised except (x) such new Warrant shall represent rights to purchase the number of Warrant Shares purchasable immediately prior to such exercise under the warrant exercised, less the number of Warrant Shares with respect to which such original Warrant was exercised, and (y) the Warrant Exercise Price thereof shall be, subject to further adjustment as provided in this Warrant, the Warrant Exercise Price of the Warrant exercised. The person in whose name any certificate for Warrant Shares is issued upon exercise of this Warrant shall for all purposes be deemed to have become the holder of record of such Warrant Shares immediately prior to the close of business on the date on which the Warrant was surrendered and payment of the amount due in respect of such exercise and any applicable taxes was made, irrespective of the date of delivery of such share certificate, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are properly closed, such person shall be deemed to have become the holder of such Warrant Shares at the opening of business on the next succeeding date on which the stock transfer books are open.

3. Termination of the Warrant. This Warrant shall automatically terminate without exercise and shall be null and void on the earliest to occur of: (i) the Second Measurement Date, if the 2012 Gross Revenues of the Company equals or exceeds $31,150,000, or (ii) the occurrence of ten consecutive trading days after the First Measurement Date and prior to the Second Measurement Date, in which the closing trading price of the Common Stock is at least $1.75 per share, or (iii) upon the occurrence of a Qualified Change In Control.

4. Covenants as to Common Stock.

(a) The Company covenants and agrees that all Warrant Shares that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued, fully paid and nonassessable. The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of the rights then represented by this Warrant and that the par value of said shares will at all times be less than or equal to the applicable Warrant Exercise Price.

(b) If any shares of Common Stock reserved or to be reserved to provide for the exercise of the rights then represented by this Warrant require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued to the Holder, then the Company covenants that it will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be.

5. Adjustment of Warrant Exercise Price upon Stock Splits, Dividends, Distributions and Combinations; and Adjustment of Number of Shares.

(a) In case the Company shall at any time split or subdivide its outstanding shares of Common Stock into a greater number of shares or issue a stock dividend (including any distribution of stock without consideration) or make a distribution with respect to outstanding shares of Common Stock or Convertible Securities payable in Common Stock or in Convertible Securities, the Warrant Exercise Price in effect immediately prior to such subdivision or stock dividend or distribution shall be proportionately reduced and conversely, in case the outstanding shares of Common Stock of the Company shall be combined into a smaller number of shares, the Warrant Exercise Price in effect immediately prior to such combination shall be proportionately increased, in each case, by multiplying the then effective Warrant Exercise Price by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such subdivision, stock dividend, distribution or combination (determined on a fully diluted basis), and the denominator of which shall be the total number of shares of Common Stock, immediately after such subdivision, stock dividend, distribution or combination (determined on a fully diluted basis), and the product so obtained shall thereafter be the Warrant Exercise Price. For purposes of this Warrant, "on a fully diluted basis" means that all issued and outstanding capital stock of the Company, including all Convertible Securities, and all outstanding options and warrants, whether or not vested, shall be taken into account.

(b) Upon each adjustment of the Warrant Exercise Price as provided above in this Section 5, the Holder shall thereafter be entitled to purchase, at the Warrant Exercise Price resulting from such adjustment, the number of shares (calculated to the nearest tenth of a share) obtained by multiplying the Warrant Exercise Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment and dividing the product thereof by the Warrant Exercise Price immediately after such adjustment.

6. Reorganization, Reclassification, Etc. Subject to the provisions of Section 3 hereof, in case of any capital reorganization, or of any reclassification of the capital stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a split-up or combination) or in case of the consolidation or merger of the Company with or into any other corporation (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in the Common Stock being changed into or exchanged for stock or other securities or property of any other person), or of the sale of the properties and assets of the Company as, or substantially as, an entirety to any other corporation, this Warrant shall, after such capital reorganization, reclassification of capital stock, consolidation, merger or sale, entitle the Holder hereof to purchase the kind and number of shares of stock or other securities or property of the Company or of the corporation resulting from such consolidation or surviving such merger or to which such sale shall be made, as the case may be, to which the holder hereof would have been entitled if he had held the Common Stock issuable upon the exercise hereof immediately prior to such capital reorganization, reclassification of capital stock, consolidation, merger or sale, and, in any such case, appropriate provision shall be made with respect to the rights and interests of the holder of this Warrant to the end that the provisions thereof (including without limitation provisions for adjustment of the Warrant Exercise Price and of the number of shares purchasable upon the exercise of this Warrant) shall thereafter be applicable, as nearly as may be in relation to any shares of stock, securities, or assets thereafter deliverable upon the exercise of the rights represented hereby. The Company shall not effect any such consolidation, merger or sale, unless prior to or simultaneously with the consummation thereof the successor corporation (if other than the Company) resulting from such consolidation or merger of the corporation purchasing such assets shall assume by written instrument executed and mailed or delivered to the registered holder hereof at the address of such holder appearing on the books of the Company, the obligation to deliver to such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to purchase.

7. Notice of Adjustment of Warrant Exercise Price. Upon any adjustment of the Warrant Exercise Price, then the Company shall give notice thereof to the Holder of this Warrant, which notice shall state the Warrant Exercise Price in effect after such adjustment and the increase, or decrease, if any, in the number of Warrant Shares purchasable at the Warrant Exercise Price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

8. Computation of Adjustments. Upon each computation of an adjustment in the Warrant Exercise Price and the number of shares which may be subscribed for and purchased upon exercise of this Warrant, the Warrant Exercise Price shall be computed to the nearest cent (i.e. fraction of .5 of a cent, or greater, shall be rounded to the next highest cent) and the number of shares which may be subscribed for and purchased upon exercise of this Warrant shall be calculated to the nearest whole share (i.e. fractions of less than one half of a share shall be disregarded and fractions of one half of a share, or greater, shall be treated as being a whole share). No such adjustment shall be made however, if the change in the Warrant Exercise Price would be less than $.001 per share, but any such lesser adjustment shall be made (i) at the time and together with the next subsequent adjustment which, together with any adjustments carried forward, shall amount to $.001 per share or more, or (ii) if earlier, upon the third anniversary of the event for which such adjustment is required.

9. Net Issue Exercise. Notwithstanding any provisions herein to the contrary, if the Market Price of one share of Common Stock is greater than the Warrant Exercise Price at the date of exercise of the Warrant, in lieu of exercising the Warrant by payment of cash, the Holder may elect to receive shares equal to the value (as determined below) of the Warrant (or portion thereof being canceled) by surrender of the Warrant at the principal office of the Company together with the duly executed Notice of Exercise, in which event the Company shall issue to the Holder a number of shares of the Common Stock computed using the following formula:

$$X = \frac{Y(A - B)}{A}$$

WHERE X = the number of shares of Common Stock to be issued to the Holder;

Y = the number of shares of the Common Stock purchasable under the Warrant or, if only a portion of the Warrant is being exercised, the number of shares underlying the Warrant to the extent exercised (at the date of such exercise);

A = the Market Price of one share of Common Stock (at the date of such calculation); and

B = Warrant Exercise Price (at the date of such calculation).

10. No Change in Warrant Terms on Adjustment. Irrespective of any adjustment in the Warrant Exercise Price or the number of shares of Common Stock issuable upon exercise hereof, this Warrant, whether theretofore or thereafter issued or reissued, may continue to express the same price and number of shares as are stated herein and the Warrant Exercise Price and such number of shares specified herein shall be deemed to have been so adjusted.

11. Taxes. The Company shall not be required to pay any tax or taxes attributable to the initial issuance of the Warrant Shares or any transfer involved in the issue or delivery of any certificates for Warrant Shares in a name other than that of the registered holder hereof or upon any transfer of this Warrant.

12. Warrant Holder Not Deemed a Shareholder. No holder, as such, of this Warrant shall be entitled to vote or receive dividends or be deemed the holder of shares of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance of record to the holder of this Warrant of the Warrant Shares which he is then entitled to receive upon the due exercise of this Warrant.

13. No Limitation on Corporate Action. No provisions of this Warrant and no right or option granted or conferred hereunder shall in any way limit, affect or abridge the exercise by the Company of any of its corporate rights or powers to recapitalize, amend its Articles of Incorporation, reorganize, consolidate or merge with or into another corporation, or to transfer all or any part of its property or assets, or the exercise of any other of its corporate rights and powers.

14. Transfer; Opinions of Counsel; Restrictive Legends. To the extent applicable, each certificate or other document evidencing any of the Warrant Shares shall be endorsed with the legends set forth below, and Holder covenants that, except to the extent such restrictions are waived by the Company, Holder shall not transfer the Warrant Shares without complying with the restrictions on transfer described in the legends endorsed thereon;

(a) The following legend under the Securities Act:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) If required by the authorities of any state in connection with the issuance or sale of the Warrant Shares, the legend required by such state authority.

(c) The Company shall not be required (i) to transfer on its books either this Warrant or any Warrant Shares which shall have been transferred in violation of any of the provisions set forth in this Section 14, or (ii) to treat as owner of such Warrant Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Warrant Shares shall have been so transferred.

(d) Any legend endorsed on a certificate pursuant to subsection (a) or (b) of this Section 14 shall be removed (i) if the Warrant Shares represented by such certificate shall have been effectively registered under the Securities Act or otherwise lawfully sold in a public transaction, or (ii) if the holder of such Warrant Shares shall have provided the Company with an opinion from counsel, in form and substance reasonably acceptable to the Company and from attorneys reasonably acceptable to the Company, stating that a public sale, transfer or assignment of the Warrant or the Warrant Shares may be made without registration.

(e) Any legend endorsed on a certificate pursuant to subsection (b) of this Section 14 shall be removed if the Company receives an order of the appropriate state authority authorizing such removal or if the holder of the Warrant or the Warrant Shares provides the Company with an opinion of counsel, in form and substance reasonably acceptable to the Company and from attorneys reasonably acceptable to the Company, stating that such state legend may be removed.

(f) Without in any way limiting the representations set forth above, Holder further agrees not to make any disposition of all or any portion of the Warrant at any time other than to an affiliate of the Holder; provided, however, that such affiliate transferee agrees in writing to be subject to the terms of this Section 14. In addition, the Holder agrees not to make any disposition of all or any portion of the Warrant Shares unless:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and, if requested by the Company, (A) Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of the Warrant or any Warrant Shares under the Securities Act and (B) the transferee shall have furnished to the Company its agreement to abide by the restrictions on transfer set forth herein as if it were a purchaser hereunder.

(g) Notwithstanding the other provisions of this Section 14, no such registration statement or opinion of counsel shall be required for any transfer by a Holder, (i) if it is a partnership or a corporation, to a partner or pro rata to its equity holder(s) of such Holder (or a third party duly authorized to act on behalf of such Holder or its partners or equity holders), or (ii) if he or she is an individual, to members of such individual's family for estate planning purposes; provided, however, that the transferee agrees in writing to be subject to the terms of this Section 14.

(h) Upon delivery of the foregoing opinion of counsel (with respect to a transfer of the Warrant Shares) and the surrender of this Warrant to the Company at its principal office, together with (i) the assignment form annexed hereto as Exhibit B (the "***Assignment Form***") duly executed and (ii) funds sufficient to pay any transfer tax, the Company shall, if it determines such transfer is permitted by the terms of this Warrant, without additional charge, execute and deliver a new Warrant in the name of the assignee named in such instrument of assignment and this Warrant shall promptly be cancelled.

15. Lost, Stolen, Mutilated or Destroyed Warrant. If this Warrant is lost, stolen, mutilated or destroyed, the Company shall, on such terms as to indemnity or otherwise as it may in its discretion impose (except in the event of loss, theft, mutilation or destruction while this Warrant is in possession of the Company's Escrow Agent, in which events the Company shall be solely responsible) (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

16. Representation of Holder. The Holder, by the acceptance hereof, represents that it is acquiring this Warrant, and the Warrant Shares, for its own account, for investment purposes, and not with a present view either to sell, distribute, or transfer, or to offer for sale, distribution, or transfer, any of the Warrant or the Warrant Shares, or any other securities issuable upon the exercise thereof.

17. Restricted Securities. The Holder understands that the Warrant and the Warrant Shares issuable upon exercise of the Warrant, will not be registered at the time of their issuance under the Securities Act for the reason that the sale provided for in this Warrant is exempt pursuant to Section 4(2) of the Securities Act based on the representations of the Holder set forth herein. The Warrant Holder represents that it is experienced in evaluating companies such as the Company, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to suffer the total loss of the investment. The Holder further represents that it has had the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Warrant, the business of the Company, and to obtain additional information to such Holder's satisfaction. The Holder represents that it is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act, as presently in effect.

18. Notices. All Notices, requests and other communications that the Holder or the Company is required or elects to give hereunder shall be in writing and shall be deemed to have been given (a) upon personal delivery thereof, including by appropriate courier service, five (5) days after delivery to the courier or, if earlier, upon delivery against a signed receipt therefore or (b) upon transmission by facsimile or telecopier, which transmission is confirmed, in either case addressed to the party to be notified at the address set forth below or at such other address as such party shall have notified the other parties hereto, by notice given in conformity with this Section 18.

If to the Company:

MiMedx Group, Inc.
60 Chastain Center Blvd., Suite 60
Kennesaw, GA 30144
Attention: General Counsel
Facsimile: (678) 384-6741

If to the Holder:

_____
_____
_____
Facsimile: _____

19. Miscellaneous. This Warrant and any term hereof may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party or holder hereof against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

20. Date. The Issuance Date of this Warrant is the date shown on the first page above on the face hereof. This Warrant, in all events, shall be wholly void and of no effect after 5:00 p.m. (Eastern Time) on the Expiration Date, except that notwithstanding any other provisions hereof, the provisions of Section 14 shall continue in full force and effect after such date as to any Warrant Shares or other securities issued upon the exercise of this Warrant.

21. Severability. If any provision of this Warrant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Warrant.

22. Governing Law. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without reference to its conflicts of law principles.

[Signatures Contained on the Following Page]

IN WITNESS WHEREOF, the Company has executed this Warrant as of the Issuance Date.

MiMedx Group, Inc.

By: _____
Name: Michael J. Senken
Title: Chief Financial Officer

Acknowledged and Agreed:

HOLDER:

_____
Name:

Title (if applicable):

EXHIBIT A TO

WARRANT

SUBSCRIPTION NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER IF SUCH REGISTERED HOLDER DESIRES TO EXERCISE THIS WARRANT

The undersigned hereby exercises the right to purchase Warrant Shares covered by this Warrant according to the conditions thereof and herewith [makes payment of $_____, the aggregate Warrant Exercise Price of such Warrant Shares in full] [tenders solely this Warrant, or applicable portion hereof, in full satisfaction of the Warrant Exercise Price upon the terms and conditions set forth herein.]

INSTRUCTIONS FOR REGISTRATION OF STOCK

Name _____

(Please typewrite or print in block letters)

Address _____

Holder Name:

By: _____
Name:
Title:

[Net] Number of Warrant Shares Being Purchased _____

Dated: _____, 20___

EXHIBIT B TO

WARRANT

ASSIGNMENT FORM

FOR VALUE RECEIVED, _____ hereby

sells, assigns and transfers unto

Name _____

(Please typewrite or print in block letters)

Address _____

the right to purchase Common Stock represented by this Warrant to the extent of shares as to which such right is exercisable and does hereby irrevocably constitute and appoint Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date _____, 20___

Signature _____

Name of Subscriber: _____
(Please Print Your Name Here)

SUBSCRIPTION AGREEMENT

5% CONVERTIBLE SENIOR SECURED PROMISSORY NOTE

(Series $2.5 Million 2011)

MiMedx Group, Inc.
60 Chastain Center Blvd
Suite 60
Kennesaw, GA 30144

Re: 5% Convertible Senior Secured Promissory Note of MiMedx Group, Inc. (Series $2.5 Million 2011)

ARTICLE 1
SUBSCRIPTION

Section 1.1 Subscription. The undersigned subscriber ("***Subscriber***") hereby irrevocably subscribes for and agrees to purchase a 5% Convertible Senior Secured Promissory Note (Series $2.5 Million 2011) (the "***Note***") from MiMedx Group, Inc., a Florida corporation (the "***Company***"), in the principal amount set forth below, a contingent warrant (the "***First Contingent Warrant***") and a second contingent warrant (the "***Second Contingent Warrant,***" and together with the First Contingent Warrant, collectively the "***Warrants***"), on the terms and conditions described in this subscription agreement (this "***Subscription Agreement***"), that certain Revolving Secured Line of Credit Agreement (Series $2.5 Million 2011) attached hereto as Exhibit A (the "***Credit Agreement***"), the Note, and a Security and Intercreditor Agreement substantially in the form attached to the Credit Agreement as Exhibit C (the "***Security Agreement***").

Amount And Dollar Value Of Note Subscribed For:

$_____, this amount is also the amount of the "Commitment" as defined under the Credit Agreement.

THE UNDERSIGNED SUBSCRIBER IS REQUIRED TO CHECK THE APPROPRIATE BOX ON THE ACCREDITED INVESTOR CERTIFICATION FOUND ON PAGE 7 HEREOF TO CERTIFY HIS, HER OR ITS STATUS AS AN ACCREDITED INVESTOR.

Section 1.2 Collateral. The Note is secured by a first priority security interest in all patents and other intellectual property of the Company and its subsidiaries now owned or hereafter acquired and all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing, pursuant to a security interest in favor of a Collateral Agent for the benefit of Subscriber and certain other lenders to the Company, provided that, until the Convertible Secured Promissory Notes in the principal sum of $1,250,000 issued January 5, 2011, in connection with the acquisition of Surgical Biologics, LLC, are paid in full, the Collateral shall exclude (i) the patents and other intellectual property owned by Surgical Biologics, LLC, and (ii) all accessions to, substitutions for and replacements, products and proceeds thereof. The Collateral Agent appointed under the Security Agreement will be authorized to take action on behalf of the holders of the Notes, upon the decision of the Majority in Interest.

Section 1.3 Conversion. The Notes are convertible into common stock of the Company at $1.00 per share at any time at the election of the Subscriber, as more particularly described in the Note.

Section 1.4 Acceptance or Rejection. The undersigned understands that the Company will accept this subscription (and only with respect to it) only after the undersigned has executed and delivered this Subscription Agreement and the Counterpart Signature Pages to the Credit Agreement, the Note, the Warrants, the Security Agreement, and a Registration Rights Agreement substantially in the form attached to the Credit Agreement as Exhibit F (the "***Registration Rights Agreement***"). The undersigned acknowledges that the undersigned may not withdraw this subscription, but that the Company reserves the right, in its sole discretion, to accept or reject this subscription, in whole or in part.

In the event this subscription is rejected in part by the Company, there shall be returned to the undersigned the difference between the subscription amount paid to it and the subscription price allocable to the Note accepted. In the event this subscription is rejected in its entirety, the subscription amount paid will be promptly returned to the undersigned without deduction and without interest, and this Subscription Agreement shall thereafter have no force or effect.

ARTICLE 2
INVESTOR REPRESENTATIONS, WARRANTIES AND COVENANTS

The undersigned makes the following representations, warranties and covenants with the intent that the same will be relied upon by the Company:

Section 2.1 Information. The undersigned acknowledges that the undersigned has been offered the opportunity to obtain information, to verify the accuracy of the information received by him, her or it and to evaluate the merits and risks of this investment and to ask questions of and receive satisfactory answers concerning the terms and conditions of this investment. The undersigned understands that information regarding the Company is on file with the Securities and Exchange Commission ("***SEC***"), and the undersigned has reviewed such documents and information as he, she or it has deemed necessary in order to make an informed investment decision with respect to the investment being made hereby. The Company has made its officers available to the undersigned to answer questions concerning the Company and the investment being made hereby. In making the decision to purchase the Note, the undersigned has relied and will rely solely upon independent investigations made by him, her or it. The undersigned is not relying on the Company with respect to any tax or other economic considerations involved in this investment. Other than as set forth in Article 3 hereof, no representations or warranties have been made to the undersigned by the Company. To the extent the undersigned has deemed it appropriate, the undersigned has consulted with his, her or its own attorneys and other advisors with respect to all matters concerning this investment.

Section 2.2 Not a Registered Offering. The undersigned understands that the Note (including any securities issuable upon conversion thereof) and the Warrants (and any securities issuable upon conversion thereof) have not been and will not being registered with the SEC nor with the governmental entity charged with regulating the offer and sale of securities under the securities laws and regulations of the state of residence of the undersigned and are being offered and sold pursuant to the exemption from registration provided in Section 4(2) of the Securities Act of 1933, as amended (the "***1933 Act***"), and Rule 506 of Regulation D ("***Regulation D***") promulgated under the 1933 Act by the SEC and limited exemptions provided in the "Blue Sky" laws of the state of residence of the undersigned, and that no governmental agency has recommended or endorsed the Note or the Warrants nor made any finding or determination relating to the fairness for investment of the Note (including any securities issuable upon conversion thereof) or the Warrants (including any securities issuable upon conversion thereof) or of the adequacy of the information on file with the SEC or this Subscription Agreement. The undersigned is unaware of, and is in no way relying on, any form of general solicitation or general advertising in connection with the offer and sale of the Note (including any securities issuable upon conversion thereof) or the Warrants (including any securities issuable upon conversion thereof). The undersigned is purchasing the Note and Warrants without being furnished any offering or sales literature or prospectus.

Section 2.3 Purchase for Investment. The undersigned is subscribing for the Note and the Warrants solely for his, her or its own account for investment purposes and not with a view to, or with any intention of, a distribution, sale or subdivision for the account of any other individual, corporation, firm, partnership, limited liability company, joint venture, association or person. **The undersigned represents that he, she or it understands that there is no public market for the Note or the Warrants and that no such market will ever exist. The undersigned represents that *if* he, she, or it has received certain confidential information concerning a transaction by which it is contemplated that the Company may acquire another company, he, she, or it understands that such information is speculative in nature and that there is no guarantee that such possible acquisition transaction will be consummated, or, if consummated, will be successful or result in an increase in shareholder value.**

Section 2.4 Accredited Investor and other Investment Representations. The undersigned represents and warrants that the undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D under the 1933 Act and that the undersigned has accurately completed the Accredited Investor Certification, which precedes the signature page to this Subscription Agreement.

Section 2.5 Restrictions on Transfer.

(a) The undersigned understands and agrees that because the offer and sale of the Note and the Warrants subscribed for herein have not been registered under federal or state securities laws, the Note (including any securities issuable upon conversion thereof) and the Warrants (and any securities issuable upon conversion thereof) acquired may not at any time be sold or otherwise disposed of by the undersigned unless it is registered under the 1933 Act or there is applicable to such sale or other disposition one of the exemptions from registration set forth in the 1933 Act, the rules and regulations of the SEC thereunder and applicable state law. The undersigned further understands that the Company has no obligation or present intention to register the Note (including any securities issuable upon conversion thereof) or the Warrants (and any securities issuable upon conversion thereof), or to permit its sale other than in strict compliance with the 1933 Act, SEC rules and regulations thereunder, and applicable state law. The undersigned recognizes that, as a result of the aforementioned restrictions, there is no and will be no public market for the Note or the Warrants subscribed for hereunder. The undersigned expects to hold the Note (and any securities issuable upon conversion thereof) and the Warrants (and any securities issuable upon conversion thereof) for an indefinite period and understands that the undersigned will not readily be able to liquidate this investment even in case of an emergency.

(b) The Note (and the securities to be issued to the undersigned upon conversion thereof) and the Warrants (and any securities issuable upon conversion thereof) shall have endorsed thereon legends substantially as follows:

> "THE SECURITIES REPRESENTED BY THIS INSTRUMENT (AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THESE SECURITIES UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNDER APPLICABLE STATE SECURITIES LAWS."

Section 2.6 Investment Risks. The undersigned represents that he, she or it has read and understands all of the "Risk Factors" set forth in the Company's most recent Form 10-K and Form 10-Q on file with the SEC. Without limiting the foregoing, the undersigned has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Note. The undersigned recognizes that the Company is a development stage company with an extremely limited financial and operating history, that the development of medical devices is difficult, time consuming, and expensive, and that an investment in the Company involves very significant risks. The undersigned further recognizes that (A) an investment in the Company is highly speculative, (B) an investor may not be able to liquidate his, her or its investment, (C) transferability of the Note is extremely limited, (D) in the event of a disposition, the investor could sustain a loss of his, her or its entire investment, and (E) the Company intends to continue to raise additional funds in the near future through the sale of equity, and that any such sale below the conversion events set forth in the Note may be on terms to investors that are more favorable than the terms to the undersigned. The undersigned is capable of bearing the economic risks of an investment in the Note and the Warrants, including, but not limited to, the possibility of a complete loss of the undersigned's investment, as well as limitations on the transferability of the Note and the Warrants, which may make the liquidation of an investment in the Note and the Warrants difficult or impossible for the indefinite future. The undersigned acknowledges that legal advice has been provided to the Company by Womble Carlyle Sandridge & Rice, PLLC, and that such law firm has neither provided advice to the Subscriber nor performed any due diligence on the Subscriber's behalf. The undersigned acknowledges that he, she or it has been advised to seek his, her or its own independent counsel from attorneys, accountants and other advisors with respect to an investment in this offering.

Section 2.7 Residence. The undersigned, if a natural person, is a bona fide resident of the state set forth in his or her address on the signature page to this Subscription Agreement. The undersigned, if an entity, has its principal place of business at the mailing address set forth on the signature page of this Subscription Agreement.

Section 2.8 Investor Information; Survival of Representations and Warranties and Covenants. The representations, warranties, covenants and agreements contained in this Article 2 shall survive the date hereof. Any information that the undersigned is furnishing to the Company in this Subscription Agreement is correct and complete as of the date of this Subscription Agreement and if there should be any material change in such information prior to his, her or its admission as a shareholder of the Company, the undersigned will immediately furnish such revised or corrected information to the Company.

Section 2.9 Due Organization. If the undersigned is a corporation, partnership or limited liability company, the undersigned is duly organized, validly existing and in good standing under the jurisdiction of its organization, has all requisite power and authority to own, lease and operate its properties, to carry on its business as currently being conducted, to enter into this Subscription Agreement and to perform its obligations hereunder and thereunder.

Section 2.10 Due Authorization. If the undersigned is a corporation, partnership or limited liability company, the execution, delivery and performance by the undersigned of this Subscription Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the undersigned.

Section 2.11 Capacity. If the undersigned is an individual, the undersigned has the capacity to execute, deliver and perform this Subscription Agreement.

Section 2.12 Enforceability. This Subscription Agreement will be, upon its execution and delivery, a valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms.

Section 2.13 No Conflicts. Neither the execution, delivery or performance by the undersigned of this Subscription Agreement, nor the consummation by the undersigned of the transactions contemplated hereby will (A) conflict with or result in a breach of any provision of the undersigned's certificate of incorporation, bylaws or other organizational documents, (B) cause a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any agreement, instrument or obligation to which the undersigned is a party or (C) violate any law, statute, rule, regulation, judgment, order, writ, injunction or decree of any court, administrative agency or governmental body, in each case applicable to the undersigned or its properties or assets.

Section 2.14 No Approvals. No filing with, and no permit, authorization, consent or approval of, any person (governmental or private) is necessary for the consummation by the undersigned of the transactions contemplated by this Subscription Agreement.

Section 2.15 Brokerage Commissions and Finders' Fees. Neither the undersigned nor anyone acting on the undersigned's behalf has taken any action which has resulted, or will result, in any claims for brokerage commissions or finders' fees by any person in connection with the transactions contemplated by this Subscription Agreement.

ARTICLE 3
COMPANY REPRESENTATIONS AND WARRANTIES

The Company makes the following representations and warranties with the intent that the same may be relied upon by the undersigned:

Section 3.1 Due Organization. The Company is a corporation duly organized, validly existing and in good standing under the jurisdiction of its organization, has all requisite power and authority to own, lease and operate its properties, to carry on its business as currently being conducted, to enter into this Subscription Agreement and to perform its obligations hereunder.

Section 3.2 Due Authorization. The execution, delivery and performance by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company.

Section 3.3 Enforceability. This Subscription Agreement is, or upon its execution and delivery will be, a valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms.

Section 3.4 No Conflicts. Neither the execution, delivery or performance by the Company of this Subscription Agreement, nor the consummation by the Company of the transactions contemplated hereby, will (A) conflict with or result in a breach of any provision of the Company's articles of incorporation or bylaws, (B) cause a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any agreement, instrument or obligation to which the Company is a party or (C) violate any law, statute, rule, regulation, judgment, order, writ, injunction or decree of any court, administrative agency or governmental body, in each case applicable to the Company or its properties or assets.

Section 3.5 No Approvals. Assuming the accuracy of the representations and warranties contained in Article 2, no filing with, and no permit, authorization, consent or approval of, any person (governmental or private) is necessary for the consummation by the Company of the transactions contemplated by this Subscription Agreement, other than filings under Federal and state securities laws.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Notices and Addresses. All notices required to be given under this Subscription Agreement shall be in writing and shall be mailed by certified or registered mail, hand delivered or delivered by next business day courier. Any notice to be sent to the Company shall be mailed to the principal place of business of the Company as shown in the addressee block on the first page of this Subscription Agreement, or at such other address as the Company may specify in a notice sent to the undersigned in accordance with this Section. All notices to the undersigned shall be mailed or delivered to the address set forth on the signature page to this Subscription Agreement or to such other address as the undersigned may specify in a notice sent to the Company in accordance with this Section. Notices shall be effective on the date three days after the date of mailing or, if hand delivered or delivered by next day business courier, on the date of delivery; provided, however, that notices to the Company shall be effective upon receipt.

Section 4.2 Governing Law; Jurisdiction. (A) THIS SUBSCRIPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES, (B) THE UNDERSIGNED HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY GEORGIA STATE COURT SITTING IN COBB COUNTY, GEORGIA OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY, AND (C) THE UNDERSIGNED HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION FEDERAL COURT. THE UNDERSIGNED FURTHER WAIVES ANY OBJECTION TO VENUE IN SUCH COURT AND ANY OBJECTION TO AN ACTION OR PROCEEDING IN SUCH COURT ON THE BASIS OF A NON-CONVENIENT FORUM. THE UNDERSIGNED FURTHER AGREES THAT ANY ACTION OR PROCEEDING BROUGHT AGAINST THE COMPANY SHALL BE BROUGHT EXCLUSIVELY IN SUCH COURTS. THE UNDERSIGNED AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

Section 4.3 Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the undersigned and the undersigned acknowledges and agrees that any transfer or assignment of the Note shall be made only in accordance with all applicable laws.

Section 4.4 Successors and Assigns. This Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto, and each of their respective legal representatives and permitted successors.

Section 4.5 Counterparts. This Subscription Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

Section 4.6 Modifications To Be in Writing. This Subscription Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, restatement, modification or alteration will be binding unless the same is in writing signed by the party against whom any such amendment, restatement, modification or alteration is sought to be enforced. The Note(s) may be amended or any provision thereof waived with the written consent of the Company and the Lender(s) (as defined in the Credit Agreement) of a majority of the aggregate then outstanding principal amount of the Note(s); provided, however, that any such amendment or waiver that disproportionately affects any Lender shall require the written consent of such Lender.

Section 4.7 Captions. The captions are inserted for convenience of reference only and shall not affect the construction of this Subscription Agreement.

Section 4.8 Validity and Severability. If any provision of this Subscription Agreement is held invalid or unenforceable, such decision shall not affect the validity or enforceability of any other provision of this Subscription Agreement, all of which other provisions shall remain in full force and effect.

Section 4.9 Statutory References. Each reference in this Subscription Agreement to a particular statute or regulation, or a provision thereof, shall be deemed to refer to such statute or regulation, or provision thereof, or to any similar or superseding statute or regulation, or provision thereof, as is from time to time in effect.

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Accredited Investor Certification

YOU MUST BE ABLE TO CHECK OFF AT LEAST ONE OF THE BOXES BELOW IN ORDER TO PURCHASE THE NOTE.

ð The undersigned is a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with his spouse in excess of $300,000 in each of the most recent two years and reasonably expects to reach that same income level for this year; "***income***", for purposes hereof, should be computed as follows: individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (a) any deduction of long-term capital gains under section 1202 of the Internal Revenue Code of 1986 (the "***Code***"), (b) any deduction for depletion under Section 611 et seq. of the Code, (c) any exclusion for interest under Section 103 of the Code and (d) any losses of a partnership as reported on Schedule E of Form 1040;

ð The undersigned is a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with his spouse, will at the time of purchase of the Note be in excess of $1,000,000 (excluding the value of the undersigned's primary residence);

ð The undersigned is a corporation, Massachusetts or similar business trust, partnership, or limited liability company, or any organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the Note, with total assets in excess of $5,000,000;

ð The undersigned is a trust (other than a revocable grantor trust), which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Note offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluating the risks and merits of an investment in the Note;

ð The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, and either: (a) the investment decision will be made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, insurance company, or a registered investment adviser; or (b) the employee benefit plan has total assets in excess of $5,000,000; or (c) the employee benefit plan is a self-directed plan, including an Individual Retirement Account, with the meaning of Title I of such act, and the person directing the purchase is an Accredited Investor**;

****NOTE.** If the undersigned is relying solely on this item for its Accredited Investor status, please print the name of the person directing the purchase in the following space and furnish a completed and signed Accredited Investor Certification for such person.

ð The undersigned is an investor otherwise satisfying the requirements of Section 501(a)(1), (2) or (3) of Regulation D promulgated under the 1933 Act, which includes, but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

ð The undersigned is a member of the Board of Directors or an executive officer of the Company; or

ð The undersigned is an entity (including an IRA or revocable grantor trust but other than a conventional trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

SUBSCRIPTION AGREEMENT
COUNTERPART SIGNATURE PAGE

If the subscriber is an INDIVIDUAL, or if purchased as JOINT TENANTS, as TENANTS IN COMMON, or a COMMUNITY PROPERTY:

Print Name(s)

Social Security Number(s)

Signature(s) of subscriber(s)

Signature(s) of subscriber(s)

Date

Address:

If the subscriber is a PARTNERSHIP, CORPORATION, LLC or TRUST:

Name of Entity

Federal Taxpayer ID Number

By:

Name:

Title:

State of Organization

Date

Address:

SUBSCRIPTION ACCEPTED AND AGREED TO this _____ day of _____ 2011.

MiMedx Group, Inc.

By:

Name:

Title:

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") made effective as of _____ __, 2011 is entered into by and among MiMedx Group, Inc., a Florida corporation (the "Company"), and _____ ("Lender").

WHEREAS, the Company has issued to Lender that certain 5% Convertible Senior Secured Promissory Note (Series $2.5 Million 2011) of even date herewith (the "Note"), in connection with which the Company wishes to grant certain registration rights to the Lender;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree as follows:

Section 1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" means any Person that directly or indirectly is controlled by or is under common control with the Lender.

"Articles of Incorporation" means the Company's Articles of Incorporation in effect on the date hereof and as amended, modified or restated from time to time.

"Blue Sky Application" has the meaning ascribed to such term in Section 4(a) hereof.

"Commission" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act and the Exchange Act.

"Common Stock" means the common stock of the Company and any other securities into which or for which any of the common stock of the Company may be converted or exchanged pursuant to a stock split, stock dividend, plan of recapitalization, reorganization, merger, consolidation, sale of assets or other similar transaction.

"Exchange Act" means the Securities Exchange Act of 1934, or any similar or successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Forms S-1 and S-3" means Forms S-1 and S-3, as the case may be, promulgated under the Securities Act and as in effect on the date hereof or any similar or successor forms promulgated under the Securities Act or adopted by the Commission.

"Offering" has the meaning ascribed to such term in the Preamble hereto.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof.

"Registrable Shares" means the Common Stock issuable to the Lender upon a Voluntary Conversion (as defined in the Note).

"Registration Expenses" has the meaning ascribed to such term in Section 7 hereof.

"Rule 144" means Rule 144 promulgated under the Securities Act or any similar or successor rule, as the same shall be in effect from time to time.

"Rule 145" means Rule 145 promulgated under the Securities Act or any similar or successor rule, as the same shall be in effect from time to time.

"Securities Act" means the Securities Act of 1933, or any similar or successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"Selling Expenses" has the meaning ascribed to such term in Section 7 hereof.

Section 2. "Piggy-Back" Registrations.

(a) If the Company at any time after, and no earlier than, the occurrence of a Voluntary Conversion (as defined in the Note) at a time when its equity securities are registered under Section 12 of the Exchange Act, proposes to register under the Securities Act any of its securities, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or any successor to such forms or another form not available for registering the Registrable Shares for sale to the public or any registration statement including only securities issued pursuant to a dividend reinvestment plan), each such time it will promptly give written notice to all holders of Registrable Shares of its intention so to do. Upon the written request of any such holder, received by the Company within 20 days after the giving of any such notice by the Company, to register any or all of its Registrable Shares, the Company will use its commercially reasonable efforts to cause the Registrable Shares as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by the Company, all to the extent requisite to permit the sale or other disposition by the holder (in accordance with its written request) of such Registrable Shares so registered. The Company shall be obligated to include in such registration statement only such limited portion of Registrable Shares with respect to which such holder has requested inclusion hereunder.

(b) If the registration of which the Company gives notice as provided above is for a registered public offering involving an underwriting, the Company shall so advise the holders of Registrable Shares as a part of the written notice given pursuant to this Section 2. In such event the right of any holder of Registrable Shares to registration pursuant to this Section 2 shall be conditioned upon such holder's participation in such underwriting to the extent provided herein. All holders of Registrable Shares proposing to distribute their securities through such underwriting shall (together with the shares of Common Stock to be registered by the Company and shares of Common Stock held by Persons who by virtue of agreements with the Company are entitled to include shares in such registration) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for underwriting by the Company. If any holder of Registrable Shares disapproves of the terms of any such underwriting, that holder may elect to withdraw therefrom by timely written notice to the Company and the underwriter. Any Registrable Shares or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration.

(c) Notwithstanding any other provision of this Section 2, if the underwriter determines that marketing factors require a limitation on the number of shares to be underwritten or if the Commission imposes such a limitation, such limitation will be imposed pro rata with respect to all securities whose holders have a contractual, incidental ("Piggy-Back") right to include such securities in the registration statement and as to which inclusion has been requested pursuant to such right, provided, however, that no such reduction shall reduce the number of securities held by holders of Registrable Shares proposing to distribute their securities through such underwriting if any securities are to be included in such underwriting for the account of any Person other than the Company or holders of Registrable Shares other than a holder exercising a demand or required registration right.

(d) Notwithstanding the foregoing provisions, the Company may withdraw any registration statement referred to in this Section 2 without thereby incurring any liability to the holders of Registrable Shares.

Section 3. Expiration of Obligations. The obligations of the Company to register Registrable Shares pursuant to Section 2 of this Agreement shall expire on the first to occur of (i) the date when the holder of such shares shall be able to sell its Registrable Shares under Rule 144, or (ii) when no Registrable Shares are outstanding.

Section 4. Indemnification; Procedures; Contribution.

(a) In the event that the Company registers any of the Registrable Shares under the Securities Act in accordance with this Agreement, the Company will, to the extent permitted by law, indemnify and hold harmless each holder and each underwriter of the Registrable Shares (including their officers, directors, affiliates and partners) so registered (including any broker or dealer through whom such shares may be sold) and each Person, if any, who controls such holder or any such underwriter within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them become subject under the Securities Act or under any other statute or at common law or otherwise, and, except as hereinafter provided, will reimburse each such holder, each such underwriter and each such controlling Person, if any, for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the registration statement, any filing with any state or federal securities commission or agency or any prospectus, offering circular or other document created or approved by the Company incident to such registration (including any related notification, registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Section 2 of this Agreement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof), (ii) any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Registrable Shares under the securities laws thereof (any such application, document or information herein called a "Blue Sky Application"), (iii) any omission or alleged omission to state in any such registration statement, prospectus, amendment or supplement or in any Blue Sky Application executed or filed by the Company, a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) any violation by the Company or its agents of the Securities Act or any rule or regulation promulgated under the Securities Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration, or (v) any failure to register or qualify the Registrable Shares in any state where the Company or its agents has affirmatively undertaken or agreed in writing that the Company (the undertaking of any underwriter chosen by the Company being attributed to the Company) will undertake such registration or qualification (provided that in such instance the Company shall not be so liable if it has used its commercially reasonable efforts to so register or qualify the Registrable Shares) and will reimburse each such holder, and such officer, director and partner, each such underwriter and each such controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, promptly after being so incurred, provided, however, that the Company will not be liable in any such case (i) if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with written information furnished by any holder, any underwriter or any controlling Person in writing specifically for use in such registration statement or prospectus, or (ii) in the case of a sale directly by such holder of Registrable Shares (including a sale of such Registrable Shares through any underwriter retained by such holder of Registrable Shares to engage in a distribution solely on behalf of such holder of Registrable Shares), such untrue statement or alleged untrue statement or omission or alleged omission was contained in a preliminary prospectus and corrected in a final or amended prospectus, and such holder of Registrable Shares failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the sale of Registrable Shares to the Person asserting any such loss, claim, damage or liability in any case where such delivery is required by the Securities Act or any state securities laws.

(b) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Section 2 of this Agreement, each seller of such Registrable Shares thereunder, severally and not jointly, will indemnify and hold harmless the Company, each Person, if any, who controls the Company within the meaning of the Securities Act, each officer of the Company who signs the registration statement, each director of the Company, each other seller of Registrable Shares, each underwriter and each Person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which the Company or such officer, director, other seller, underwriter or controlling Person may become subject under the Securities Act or otherwise, solely insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any prospectus offering circular or other document incident to such registration (including any related notification, registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Section 2, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof), or any Blue Sky Application or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and each such officer, director, other seller, underwriter and controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, promptly after being so incurred, provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to the Company by such seller specifically for use in such registration statement or prospectus; and provided, further, that the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of all securities sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the net proceeds received by such seller from the sale of Registrable Shares covered by such registration statement. Not in limitation of the foregoing, it is understood and agreed that, except as set forth in Section 4(e), the indemnification obligations of any seller hereunder pursuant to any underwriting agreement entered into in connection herewith shall be limited to the obligations contained in this subparagraph (b).

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 4 and shall only relieve it from any liability which it may have to such indemnified party under this Section 4 if and to the extent the indemnifying party is prejudiced by such omission. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 4 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected, provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or that the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select one separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred. No indemnifying party, in the defense of any such claim or action, shall, except with the consent of each indemnified party, which consent shall not be unreasonably withheld or delayed, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or action, and the indemnification agreements contained in Sections 6(a) and 6(b) shall not apply to any settlement entered into in violation of this sentence. Each indemnified party shall furnish such information regarding itself or the claim in question as an indemnifying party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any holder of Registrable Shares exercising rights under this Agreement, or any controlling Person of any such holder, makes a claim for indemnification pursuant to this Section 4 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 4 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling Person in circumstances for which indemnification is provided under this Section 4, then, and in each such case, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that such holder is responsible for the portion represented by the percentage that the public offering price of its Registrable Shares offered by the registration statement bears to the public offering price of all securities offered by such registration statement, and the Company is responsible for the remaining portion, provided, however, that, in any such case, (A) no such holder of Registrable Shares will be required to contribute any amount in excess of the proceeds received from the sale of all such Registrable Shares offered by it pursuant to such registration statement and (B) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) The indemnities and obligations provided in this Section 4 shall survive the completion of any offering of Registrable Shares and the transfer of any Registrable Shares by such holder.

Section 5. Exchange Act Registration and Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of the Registrable Shares to the public without registration, at all times after 180 days after (i) any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, or (ii) the Company's equity securities shall have been registered pursuant to Section 12 of the Exchange Act, the Company agrees that it will use its commercially reasonable efforts to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the date the Company becomes subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act;

(b) File with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act;

(c) Furnish to each holder of Registrable Shares forthwith upon request (A) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and, at any time after it has become subject to such reporting requirements, of the Securities Act and the Exchange Act, or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies), (B) a copy of the most recent annual or quarterly report of the Company and (C) such other information, reports and documents so filed by the Company as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Registrable Shares without registration; and

(d) Make available to the Lender the same services with regard to customary Rule 144 legal opinions as it provides to its affiliates.

Section 6. Registration Procedures.

(a) If and whenever the Company is required by the provisions of Section 2 of this Agreement to use its commercially reasonable efforts to effect the registration of any Registrable Shares under the Securities Act, the Company will, as expeditiously as possible:

(i) Prepare and file with the Commission a registration statement with respect to such securities including executing an undertaking to file post-effective amendments and use its commercially reasonable efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby;

(ii) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period specified herein and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Shares covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(iii) Furnish to each seller of Registrable Shares and to each underwriter such number of copies of the registration statement and each such amendment and supplement thereto (in each case including all exhibits) and the prospectus included therein (including each preliminary prospectus) as such Persons reasonably may request in order to facilitate the public sale or other disposition of the Registrable Shares covered by such registration statement;

(iv) Use its commercially reasonable efforts to register or qualify the Registrable Shares covered by such registration statement under the securities or "blue sky" laws of such jurisdictions as the sellers of Registrable Shares or, in the case of an underwritten public offering, the managing underwriter reasonably shall request, provided that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction, unless the Company is already subject to service in such jurisdiction;

(v) Use its commercially reasonable efforts to list the Registrable Shares covered by such registration statement with any securities exchange or quotation system on which the Common Stock of the Company is then listed;

(vi) Use its commercially reasonable efforts to comply with all applicable rules and regulations under the Securities Act and Exchange Act;

(vii) Immediately notify each seller of Registrable Shares and each underwriter under such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Company has knowledge as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare and furnish to such seller a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the purchasers of such Registrable Shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(viii) If the offering is underwritten and at the request of any seller of Registrable Shares, furnish on the date that Registrable Shares are delivered to the underwriters for sale pursuant to such registration (i) an opinion, in customary form and dated the effective date of the registration statement, of counsel representing the Company for the purposes of such registration, addressed to the underwriters to such effect as reasonably may be requested by counsel for the underwriters and copies of such opinion addressed to the sellers of Registrable Shares and (ii) a letter dated such date from the independent public accountants retained by the Company, addressed to the underwriters stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five business days prior to the date of such letter) with respect to such registration as such underwriters reasonably may request;

(ix) Upon reasonable notice and at reasonable times during normal business hours, make available for inspection by each seller of Registrable Shares, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, reasonable access to all financial and other records, pertinent corporate documents and properties of the Company, as such parties may reasonably request, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement;

(x) Cooperate with the selling holders of Registrable Shares and the managing underwriter, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Shares to be sold, such certificates to be in such denominations and registered in such names as such holders or the managing underwriter may request at least two business days prior to any sale of Registrable Shares; and

(xi) Permit any holder of Registrable Shares which holder, in the sole and exclusive judgment, exercised in good faith, of such holder, might be deemed to be a controlling Person of the Company, to participate in good faith in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included.

(b) For purposes of this Agreement, the period of distribution of Registrable Shares in a firm commitment underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Registrable Shares in any other registration shall be deemed to extend until the earlier of the sale of all Registrable Shares covered thereby or 180 days after the effective date thereof, provided, however, in the case of any registration of Registrable Shares on Form S-3 or a comparable or successor form which are intended to be offered on a continuous or delayed basis, such 180 day-period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Shares are sold, provided that Rule 415, or any successor or similar rule promulgated under the Securities Act, permits the offering to be conducted on a continuous or delayed basis, and provided further that applicable rules under the Securities Act governing the obligation to file a post-effective amendment, permit, in lieu of filing a post-effective amendment which (y) includes any prospectus required by Section 10(a)(3) of the Securities Act or (z) reflects facts or events representing a material or fundamental change in the information set forth in the registration statement, the incorporation by reference of information required to be included in (y) and (z) above contained in periodic reports filed pursuant to Section 13 or 15(d) of the Exchange Act in the registration statement.

(c) Whenever under the preceding Sections of this Agreement the holders of Registrable Shares are registering such shares pursuant to any registration statement, each such holder agrees to (i) timely provide in writing to the Company, at its request, such information and materials as the Company may reasonably request in order to effect the registration of such Registrable Shares in compliance with federal and applicable state securities laws, and (ii) provide the Company with appropriate representations with respect to the accuracy of such information provided by such Sellers pursuant to subsection (i).

Section 7. Expenses. In the case of any registration statement under Section 2 of this Agreement, the Company shall bear all costs and expenses of each such registration, including, but not limited to, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of the National Association of Securities Dealers, Inc. (as any successor thereto), transfer taxes, fees of transfer agents and registrars, costs of any insurance which might be obtained by the Company with respect to the offering by the Company and the reasonable fees and disbursements of one counsel selected by a majority in interest of the sellers of Registrable Shares (collectively, "Registration Expenses"). The Company shall have no obligation to pay or otherwise bear any portion of the underwriters' commissions or discounts attributable to the Registrable Shares ("Selling Expenses"). All Selling Expenses in connection with each registration statement under Section 2 of this Agreement shall be borne by the participating sellers (including the Company, where applicable) in proportion to the number of shares registered by each, or by such participating sellers other than the Company (to the extent the Company shall be a seller) as they may agree.

Section 8. Delay of Registration. For a period not to exceed 180 days, the Company shall not be obligated to prepare and file, or be prevented from delaying or abandoning, a registration statement pursuant to this Agreement at any time when the Company furnishes to holders of Registrable Shares that have requested to have such Registrable Shares included in a registration statement covered by the terms of this Agreement a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors of the Company the filing thereof at the time requested, or the offering of Registrable Shares pursuant thereto, would be seriously detrimental to the Company or its stockholders, or materially and adversely affect (a) a pending or scheduled public offering of the Company's securities, (b) an acquisition, merger, recapitalization, consolidation, reorganization or similar transaction by or of the Company, (c) pre-existing and continuing negotiations, discussions or pending proposals with respect to any of the foregoing transactions, or (d) the financial condition of the Company in view of the disclosure of any pending or threatened litigation, claim, assessment or governmental investigation which may be required thereby, and that the failure to disclose any material information with respect to the foregoing would cause a violation of the Securities Act or the Exchange Act.

Section 9. Conditions to Registration Obligations. The Company shall not be obligated to effect the registration of Registrable Shares pursuant to Section 2 of this Agreement unless all holders of shares being registered consent to reasonable conditions imposed by the Company as the Company shall determine with the advice of counsel to be required by law including, without limitation:

(a) Conditions prohibiting the sale of shares by such holders until the registration shall have been effective for a specified period of time;

(b) Conditions requiring such holder to comply with all prospectus delivery requirements of the Securities Act and with all anti-stabilization, anti-manipulation and similar provisions of Section 10 of the Exchange Act and any rules issued thereunder by the Commission, and to furnish to the Company information about sales made in such public offering;

(c) Conditions prohibiting such holders upon receipt of telegraphic or written notice from the Company (until further notice) from effecting sales of shares, such notice being given to permit the Company to correct or update a registration statement or prospectus;

(d) Conditions requiring that at the end of the period during which the Company is obligated to keep the registration statement effective, the holders of shares included in the registration statement shall discontinue sales of shares pursuant to such registration statement upon receipt of notice form the Company of its intention to remove from registration the shares covered by such registration statement that remain unsold, and requiring such holders to notify the Company of the number of shares registered that remain unsold immediately upon receipt of notice from the Company; and

(e) Conditions requiring the holders of Registrable Shares to enter into an underwriting agreement in form and substance reasonably satisfactory to the Company and the holders of Registrable Shares.

Section 10. Miscellaneous.

(a) No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(b) Except as hereinafter provided, amendments or additions to this Agreement may be made, this Agreement may be terminated, and compliance with any covenant or provision set forth herein may be omitted or waived, only with the written consent of the Company and the holder or holders of at least a majority in interest of the Registrable Shares; provided, however, that any modification or amendment that affects any such holder in a manner different from the effect on the other holders of Registrable Shares shall require the affirmative approval of such holder. Any waiver or consent may be given subject to satisfaction of conditions stated therein and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, this Agreement may be amended to add new parties and/or Registrable Shares the Company consents thereto and any new party executes and delivers to the Company a copy of the signature page hereto.

(c) All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telecopy or facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid:

If to the Company to:	MiMedx Group, Inc. 60 Chastain Center Blvd., Suite 60 Kennesaw, GA 30144 Attn: General Counsel Fax No: (678) 384-6741
If to the Lender to:	The address of the Lender as set forth in the records of the Company

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered or certified mail, on the fifth business day following the day such mailing is made.

(d) This Agreement constitutes the entire agreement between the parties and supersede any prior understandings or agreements concerning the subject matter hereof.

(e) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(f) The parties hereto acknowledge and agree that (i) each party and its counsel, if so represented, reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(g) All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto.

(h) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of Florida without giving effect to the conflict of law principles thereof.

(i) Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Florida or of the United States of America for the District of Florida. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 10(c) hereof.

(j) In the event of any change in the Common Stock or other securities covered hereunder, by way of a stock split, stock dividend, combination or redemption, or through merger, consolidation, reorganization or otherwise, appropriate adjustment shall be made in the provisions hereof, including, without limitation, an equitable adjustment of to the number of Registrable Shares. For purposes of determining the number of shares held by the Lender, all shares held by any Affiliate of the Lender shall be deemed to be held by the Lender.

(k) No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing among the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

(l) The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(m) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterparts.

[*Signatures contained on the following pages]*

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement or caused this Registration Rights Agreement to be executed by their duly authorized representatives as of the date first above written.

COMPANY:

MiMedx Group, Inc.

By: _____
Name: _____
Title: _____

LENDER'S COUNTERPART SIGNATURE PAGE TO
REGISTRATION RIGHTS AGREEMENT FOLLOWS ON NEXT PAGE

LENDER'S COUNTERPART SIGNATURE PAGE TO
REGISTRATION RIGHTS AGREEMENT

LENDER:

Signature for Corporate, Partnership, or other Entity Lender:

_____
(Print Name of Entity)

By: _____
Print Name: _____
Print Title: _____

Signature for Individual Lender:

_____
(Signature)

Print Name: _____

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULES 13a-14(A) AND 15d-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934

I, Parker H. Petit, certify that:

1. I have reviewed this Form 10-Q for the quarter ended September 30, 2011, of MiMedx Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2011

/s/ Parker H. Petit
Parker H. Petit
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULES 13a-14(A) AND 15d-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934

I, Michael J. Senken, certify that:

1. I have reviewed this Form 10-Q for the quarter ended September 30, 2011, of MiMedx Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2011

/s/ Michael J. Senken
Michael J. Senken
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of MiMedx Group, Inc. (the "Company") on Form 10-Q for the quarter ending September 30, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Parker H. Petit, Chief Executive Officer of the Company, pursuant to 18 U.S.C. Section1350 as adopted pursuant to Section906 of the Sarbanes-Oxley Act of 2002, hereby certify, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2011

/s/ Parker H. Petit
Parker H. Petit
Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of MiMedx Group, Inc. (the "Company") on Form 10-Q for the quarter ending September 30, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Senken, Chief Financial Officer of the Company, pursuant to 18 U.S.C. Section1350 as adopted pursuant to Section906 of the Sarbanes-Oxley Act of 2002, hereby certify, that to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2011

/s/ Michael J. Senken

Michael J. Senken
Chief Financial Officer