

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
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Patent Number:	7108663
Patent Number:	7211060
Patent Number:	7410469
Patent Number:	7429248
Patent Number:	7429249
Patent Number:	7628764
Patent Number:	7789841
Patent Number:	8123707
Application Number:	12159994
Application Number:	11912382
Application Number:	12390065
Application Number:	12520470
Application Number:	12918098
Application Number:	13126511
Application Number:	13278565
Application Number:	13271870
Application Number:	13278582
Application Number:	13390127
Application Number:	13278560

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Corporate Paralegal

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Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

NAME OF SUBMITTER:

Carol Fraser

Signature:

PATENT
REEL: 030601 FRAME: 0825

	//Carol Fraser//
Date:	06/12/2013
Total Attachments: 8 source=Bioventus Patent Security Agreement#page1.tif source=Bioventus Patent Security Agreement#page2.tif source=Bioventus Patent Security Agreement#page3.tif source=Bioventus Patent Security Agreement#page4.tif source=Bioventus Patent Security Agreement#page5.tif source=Bioventus Patent Security Agreement#page6.tif source=Bioventus Patent Security Agreement#page7.tif source=Bioventus Patent Security Agreement#page8.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 11, 2013 (this "Agreement"), by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and HSBC BANK USA, NATIONAL ASSOCIATION, for itself and on behalf of the other Secured Parties ("Lender").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 11, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among BIOVENTUS LLC, a Delaware limited liability company ("Parent"), EXOGEN, INC., a Delaware corporation ("Exogen"; and together with Parent, each a "U.S. Borrower" and, collectively, "U.S. Borrowers"), BIOVENTUS COOPERATIEF U.A., a cooperative without liability, incorporated under Dutch law (the "Dutch Borrower"; and together with U.S. Borrowers, collectively, "Borrowers") and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Lender, for itself and the other Secured Parties, this Agreement:

Section 1. Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement.

Section 2. Confirmation of Grant of Security Interest.

(a) Each Grantor hereby grants to Lender, for itself and on behalf of the other Secured Parties, to secure the Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent owned by such Grantor, including, without limitation, each Patent referred to in Schedule I hereto;

(ii) each Patent License to which such Grantor is a party, including, without limitation, each Patent License identified in Schedule II hereto;

(iii) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

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

(b) Except to the extent permitted by the Loan Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

Section 3. The Loan Agreement. The foregoing security interest granted to Lender, for itself and on behalf of the other Secured Parties, is confirmed in furtherance, and not in limitation, of the security interests granted by the Grantors to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of this Agreement are deemed to conflict with any of the provisions of the Loan Agreement, the provisions of the Loan Agreement shall govern.

Section 4. Authorization to Supplement. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 6. Further Assurances. The Grantor shall execute and deliver such other documents and to take all such other actions which the Holder, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in all applicable jurisdictions.


Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York.

[Signature Pages Follow]


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

GRANTORS:

BIOVENTUS LLC

By: 
Name:
Title:

EXOGEN, INC.

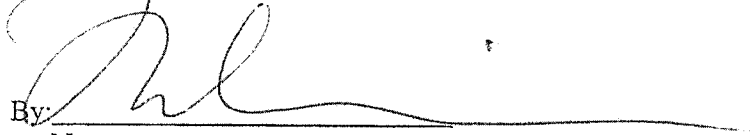
By: 
Name:
Title:

PATENT SECURITY AGREEMENT

PATENT
REEL: 030601 FRAME: 0829

LENDER:

**HSBC BANK USA, NATIONAL
ASSOCIATION**

By: 

Name: *Michael Liss*

Title: *VP COMMERCIAL BANKING*

Schedule I to Patent Security Agreement

Title	Publication Number	Patent Number	Owner
ULTRASOUND THERAPY		8048006	Bioventus LLC
CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS		8226582	Bioventus LLC
NON-STRAP TREATMENT APPLICATOR	20080306388		Bioventus LLC
ULTRASOUND DEVICE	20090131837		Bioventus LLC
ULTRASOUND AND TISSUE REPAIR	20090216158		Bioventus LLC
OPTIMIZED DIFFRACTION ZONE FOR ULTRASOUND THERAPY	20100094179		Bioventus LCC
HARD TO REACH FRACTURE APPLICATOR STRAP	20110184321		Bioventus LLC
APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	20120109019		Bioventus LLC
MEDICAL DEVICE	20120157889		Bioventus LLC
MEDICAL DEVICE	20120165620		Bioventus LLC
MEDICAL DEVICE WITH TEMPERATURE SENSOR	20120184879		Bioventus LLC
ULTRASOUND COUPLANT	20120197164		Bioventus LLC
MEDICAL DEVICE	20120215136		Bioventus LLC
ACOUSTIC SYSTEM FOR BONE-FRACTURE THERAPY		5520612	Exogen, Inc.
SUBMERSIBLE SYSTEM FOR ULTRASONIC TREATMENT		5556372	Exogen, Inc.
SELF-CONTAINED ULTRASOUND APPLICATOR		5626554	Exogen, Inc.
ULTRASONIC TREATMENT FOR BONY INGROWTH		5730705	Exogen, Inc.
APPARATUS FOR ULTRASONIC TREATMENT OF SITES CORRESPONDING TO THE TORSO		5762616	Exogen, Inc.
LOCATOR METHOD AND APPARATUS		5755746	Exogen, Inc.

Title	Publication Number	Patent Number	Owner
ULTRASONIC TREATMENT FOR WOUNDS		5904659	Exogen, Inc.
APPARATUS AND METHOD FOR MOUNTING AN ULTRASOUND TRANSDUCER		6165144	Exogen, Inc.
ULTRASONIC TREATMENT FOR WOUNDS		6190336	Exogen, Inc.
ULTRASONIC TREATMENT CONTROLLER INCLUDING GEL SENSING CIRCUIT		6261249	Exogen, Inc.
ULTRASONIC TREATMENT FOR WOUNDS		6273864	Exogen, Inc.
APPARATUS FOR ULTRASONIC BONE TREATMENT		6322527	Exogen, Inc.
METHOD AND APPARATUS FOR CARTILAGE GROWTH STIMULATION		6355006	Exogen, Inc.
SUBMERSIBLE SYSTEM FOR ULTRASONIC TREATMENT		6436060	Exogen, Inc.
ULTRASONIC TREATMENT FOR WOUNDS		6685656	Exogen, Inc.
CAST PUNCH		6733468	Exogen, Inc.
TRANSDUCER MOUNTING ASSEMBLY		6932308	Exogen, Inc.
METHOD AND APPARATUS FOR CARTILAGE GROWTH STIMULATION		7108663	Exogen, Inc.
ULTRASOUND BANDAGES		7211060	Exogen, Inc.
APPARATUS AND METHOD FOR ULTRASONICALLY AND ELECTROMAGNETICALLY TREATING TISSUE		7410469	Exogen, Inc.

Title	Publication Number	Patent Number	Owner
METHOD AND APPARATUS FOR CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS		7429248	Exogen, Inc.
METHOD FOR CAVITATION-INDUCED TISSUE HEALING WITH LOW INTENSITY ULTRASOUND		7429249	Exogen, Inc.
ULTRASONIC TREATMENT FOR WOUNDS		7628764	Exogen, Inc.
METHOD AND APPARATUS FOR CONNECTIVE TISSUE TREATMENT		7789841	Exogen, Inc.
METHOD AND APPARATUS FOR CONNECTIVE TISSUE TREATMENT		8123707	Exogen, Inc.