

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3062052

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
EXOGEN, INC.		10/10/2014
RECEIVING PARTY DATA		
Name:	CITIZENS BANK, N.A.	
Street Address:	28 STATE STREET, MS 1515	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	5520612	
Patent Number:	5556372	
Patent Number:	5626554	
Patent Number:	5730705	
Patent Number:	5762616	
Patent Number:	5755746	
Patent Number:	5904659	
Patent Number:	5997490	
Patent Number:	6022349	
Patent Number:	6165144	
Patent Number:	6190336	
Patent Number:	6261249	
Patent Number:	6273864	
Patent Number:	6322527	
Patent Number:	6355006	
Patent Number:	6436060	
Patent Number:	6685656	
Patent Number:	6733468	
Patent Number:	6932308	
Patent Number:	7108663	
Patent Number:	7211060	

PATENT

Property Type	Number
Patent Number:	7410469
Patent Number:	7429248
Patent Number:	7429249
Patent Number:	7628764
Patent Number:	7789841
Patent Number:	8123707

CORRESPONDENCE DATA

Fax Number: (480)385-5061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 480-385-5060

Email: docketing@ifllaw.com

Correspondent Name: INGRASSIA FISHER & LORENZ, P.C.

Address Line 1: 7010 E. COCHISE ROAD

Address Line 4: SCOTTSDALE, ARIZONA 85253

ATTORNEY DOCKET NUMBER:	115.9999
NAME OF SUBMITTER:	THOMAS G. BERRY
SIGNATURE:	/THOMAS G. BERRY, REG. NO. 31736/
DATE SIGNED:	10/12/2014

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of October 10, 2014 is made by Exogen, Inc., a Delaware corporation located at 4721 Emperor Blvd., Suite 100, Durham, NC 27703 (the "Grantor"), in favor of Citizens Bank, N.A, a national banking association, with an address at 28 State Street, MS 1515, Boston, MA 02109, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement dated as of October 10, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bioventus LLC, a Delaware limited liability company and parent of Grantor (the "Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and Borrower executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of October 10, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property Collateral, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and Lenders as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed in Schedule A hereto) (collectively, the "Patent Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

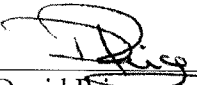
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

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

EXOGEN, INC.

By: 
Name: David Price
Title: Chief Financial Officer
Date: 10/9/14

CITIZENS BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

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

EXOGEN, INC.

By: _____

Name:

Title:

Date:

CITIZENS BANK, N.A.

as Administrative Agent for the Lenders

By: 

Name: Cheryl Carangelo

Title: Senior Vice President

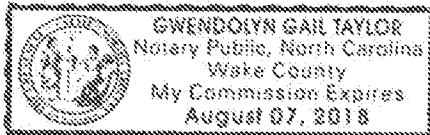
Date: 10/9/2014

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina
COUNTY OF Durham) ss

On the 9th day of October 2014, before me personally came David Price, who is personally known to me to be the Chief Financial Officer EXOGEN, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Gwendolyn Gail Taylor
Notary Public



(PLACE STAMP AND SEAL ABOVE)

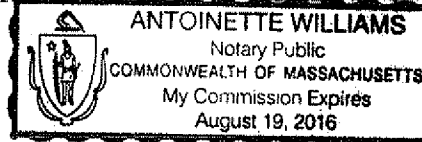
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

On the 9th day of October 2014, before me personally came Cheryl Carangelo, who is personally known to me to be the Senior Vice President of CITIZENS BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she is the Senior Vice President in such association, the association described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she acknowledged said instrument to be the free act and deed of said association.

Antoinette Williams
Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Patent Registrations and Applications

Grantor	Jurisdiction	Patent No.	Title
Exogen, Inc.	United States	5520612	ACOUSTIC SYSTEM FOR BONE-FRACTURE THERAPY
Exogen, Inc.	United States	5556372	APPARATUS FOR ULTRASONIC BONE TREATMENT
Exogen, Inc.	United States	5626554	GEL CONTAINMENT STRUCTURE
Exogen, Inc.	United States	5730705	ULTRASONIC TREATMENT FOR BONY INGROWTH
Exogen, Inc.	United States	5762616	APPARATUS FOR ULTRASONIC TREATMENT OF SITES CORRESPONDING TO THE TORSO
Exogen, Inc.	United States	5755746	LOCATOR METHOD AND APPARATUS
Exogen, Inc.	United States	5904659	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.	United States	5997490	METHOD AND SYSTEM FOR THERAPEUTICALLY TREATING BONE FRACTURES AND OSTEOPOROSIS
Exogen, Inc.	United States	6022349	METHOD AND SYSTEM FOR THERAPEUTICALLY TREATING BONE FRACTURES AND OSTEOPOROSIS
Exogen, Inc.	United States	6165144	APPARATUS AND METHOD FOR MOUNTING AN ULTRASOUND TRANSDUCER
Exogen, Inc.	United States	6190336	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.	United States	6261249	ULTRASONIC TREATMENT CONTROLLER INCLUDING GEL SENSING CIRCUIT
Exogen, Inc.	United States	6273864	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.	United States	6322527	APPARATUS FOR ULTRASONIC BONE

			TREATMENT
Exogen, Inc.	United States	6355006	METHOD AND APPARATUS FOR CARTILAGE GROWTH STIMULATION
Exogen, Inc.	United States	6436060	SUBMERSIBLE SYSTEM FOR ULTRASONIC TREATMENT
Exogen, Inc.	United States	6685656	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.	United States	6733468	CAST PUNCH
Exogen, Inc.	United States	6932308	TRANSDUCER MOUNTING ASSEMBLY
Exogen, Inc.	United States	7108663	METHOD AND APPARATUS FOR CARTILAGE GROWTH STIMULATION
Exogen, Inc.	United States	7211060	ULTRASOUND BANDAGES
Exogen, Inc.	United States	7410469	APPARATUS AND METHOD FOR ULTRASONICALLY AND ELECTROMAGNETICALLY TREATING TISSUE
Exogen, Inc.	United States	7429248	METHOD AND APPARATUS FOR CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS
Exogen, Inc.	United States	7429249	METHOD FOR CAVITATION-INDUCED TISSUE HEALING WITH LOW INTENSITY ULTRASOUND
Exogen, Inc.	United States	7628764	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.	United States	7789841	METHOD AND APPARATUS FOR CONNECTIVE TISSUE TREATMENT
Exogen, Inc.	United States	8123707	METHOD AND APPARATUS FOR CONNECTIVE TISSUE TREATMENT