

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4022258

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SANDERLING MANAGEMENT COMPANY LLC		03/30/2011
RECEIVING PARTY DATA		
Name:	REGEN BIOLOGICS, INC.	
Street Address:	545 PENOBSCOT DRIVE	
City:	REDWOOD CITY	
State/Country:	CALIFORNIA	
Postal Code:	94063	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Patent Number:	5108438	
Patent Number:	5306311	
Patent Number:	5258043	
Patent Number:	5263984	
Patent Number:	5326350	
Patent Number:	5376376	
Patent Number:	5571181	
Patent Number:	5624463	
Patent Number:	5512291	
Patent Number:	5674290	
Patent Number:	5677284	
Patent Number:	5735902	
Patent Number:	6350274	
Patent Number:	RE36370	
Patent Number:	5928252	
Patent Number:	5800542	
Application Number:	10880559	
Patent Number:	8808309	
Patent Number:	8128640	

CORRESPONDENCE DATA**Fax Number:** (703)773-5200*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:** 7037734141**Email:** PatentProsecutionRes@dlapiper.com**Correspondent Name:** LISA NORTON**Address Line 1:** P.O. BOX 2758**Address Line 4:** RESTON, VIRGINIA 20195**ATTORNEY DOCKET NUMBER:** ISM RELEASE**NAME OF SUBMITTER:** BERT LEE**SIGNATURE:** /Bert Lee/**DATE SIGNED:** 08/24/2016**Total Attachments: 30**

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Pursuant to the attached Exchange Agreement, Ivy Sports Medicine, LLC (f/k/a Sports Medicine Holding Company LLC) succeeded to all right, title and interest of each holder of the promissory notes secured in part by the security interests in the patents with respect to which this release is recorded. In its capacity as sole holder of any beneficial interest in the promissory notes, Ivy Sports Medicine, LLC is confirming the release of the security interests in accordance with the terms of the subscription and security agreements which governed the notes.

EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (this "Agreement"), dated as of March 30, 2011, by and among Sports Medicine Holding Company LLC, a Delaware limited liability company ("Newco"), ReGen Biologics, Inc., a Delaware corporation (the "Company"), and the other parties named in the attached Schedule 1 (each, an "Investor", and collectively, the "Investors").

WITNESSETH:

WHEREAS, Investors who hold certain debt securities (the "Notes") of the Company desire to exchange with Newco such Notes for membership interests in Newco (the "Newco Interests"), as applicable.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

EXCHANGE

1. Exchange; Conditions Precedent; No Waiver.

1.1 Exchange. Subject to and upon the satisfaction of the conditions precedent set forth in Section 1.2, each Investor set forth on Schedule 1 who holds Notes shall be deemed to have assigned such Notes to Newco (together with the Investor's interest in any documents relating to the Notes), and Newco shall be deemed to have accepted such assignment, in exchange for the number of Newco Interests corresponding to such Investor's name as set forth on Schedule 1 (the "Exchange"). Upon the consummation of the Exchange, the limited liability company agreement of Newco shall be deemed to be amended and restated in the form of Exhibit A hereto and the Newco Interests shall be issued pursuant thereto. Upon consummation of the Exchange, Newco shall succeed to all right, title and interest of each Investor in the Notes held by such Investor and any interest, fees penalties or claims in respect thereof whether known or unknown as of the date hereof. Following the consummation of the Exchange, each Investor agrees to pay over to Newco any amounts received by it in respect of its Notes.

1.2 Conditions Precedent. The Exchange is subject solely to the satisfaction of the following conditions precedent:

(a) Newco shall have acquired and own all or substantially all of the assets of the Company on or before the date that is twelve months after the date of this Agreement;

(b) Ivy Capital Partners, LLC ("Ivy") shall have commenced and be using best efforts to raise not less than [REDACTED] in aggregate cash equity contributions into Newco;

(c) Newco shall have received, from Ivy and its affiliates, from the date of formation of Newco through the date of the Exchange, not less than [REDACTED] in aggregate cash equity contributions; and

(d) Newco shall have issued to each Investor its respective Newco Interests.

REDACTED

REDACTED

4.6 Effect of Agreement. The execution and delivery of this Agreement by the Investor neither (i) conflicts or will conflict with or results or will result in a breach of the terms, conditions or provisions of, or constitutes or will constitute a default under, any of the governing documents or instruments of the Investor (if the Investor is a corporation, partnership, limited liability company or trust), or a breach or violation of or default under or grounds for termination of, or an event which with the lapse of time or notice could cause a default under or breach or violation of or grounds for termination of, any note, indenture, mortgage, conditional bill of sale, title retention agreement or any other agreement or instrument to which the Investor is a party, or by which the Investor is bound, nor (ii) violates any federal, state or local law, statute, rule or other regulation, or order, judgment or other similar decree of any federal, state or local governmental body, court or agency. The delivery by the Investor of its Notes will convey title thereto to Newco, free and clear of all liens, charges, encumbrances or other restrictions of any kind or nature.

REDACTED

REDACTED

REDACTED

REDACTED

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

SPORTS MEDICINE HOLDING COMPANY LLC

By: 

Name:

Title:

[Signature page to the Exchange Agreement]

REGEN BIOLOGICS, INC.

By: 

Name:

Gerald E. Bisbee

Title:

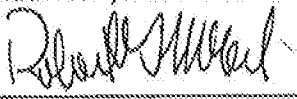
Chairman and CEO

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

SANDERLING VENTURE PARTNERS V CO-INVESTMENT FUND, L.P.

By: Middleton, McNeil & Mills Associates V, LLC

By: 

Robert G. McNeil
Managing Director

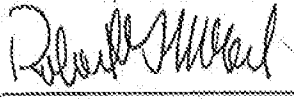
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Signature Page -- Exchange Agreement

NAME OF INVESTOR:

SANDERLING V BIOMEDICAL CO-INVESTMENT FUND, L.P.

By: Middleton, McNeil & Mills Associates V, LLC

By: 

Robert G. McNeil
Managing Director

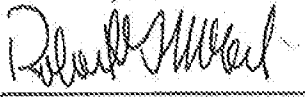
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Signature Page -- Exchange Agreement

NAME OF INVESTOR:

SANDERLING V LIMITED PARTNERSHIP

By: Middleton, McNeil & Mills Associates V, LLC

By: 

Robert G. McNeil
Managing Director

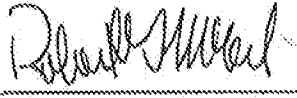
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Signature Page --- Exchange Agreement

NAME OF INVESTOR:

SANDERLING V BETEILIGUNGS GMBH & Co. KG

By: Middleton, McNeil & Mills Associates V, LLC

By: 

Robert G. McNeil
Managing Director

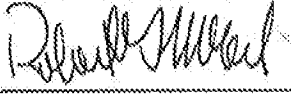
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Signature Page -- Exchange Agreement

NAME OF INVESTOR:

SANDERLING VENTURE PARTNERS VI CO-INVESTMENT FUND, L.P.

By: Middleton, McNeil, Mills & Associates VI, LLC

By: 

Robert G. McNeil
Managing Director

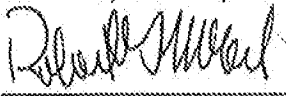
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Signature Page -- Exchange Agreement

NAME OF INVESTOR:

SANDERLING VI BETEILIGUNGS GMBH & Co. KG

By: Middleton, McNeil, Mills & Associates VI, LLC

By: 
Robert G. McNeil
Managing Director

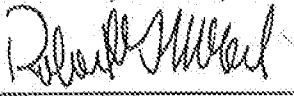
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Signature Page -- Exchange Agreement

NAME OF INVESTOR:

SANDERLING VI LIMITED PARTNERSHIP

By: Middleton, McNeil, Mills & Associates VI, LLC

By: 

Robert G. McNeil
Managing Director

REDACTED

Signature Page -- Exchange Agreement

NAME OF INVESTOR:

SPORTS MEDICINE HOLDING COMPANY, LLC

SIGNATURE:

By: *Robert W. Fawcett*
Name: ROBERT W. FAWCETT
Title: MANAGER

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

Gerald Bisbee

SIGNATURE:

By: [Signature]
Name: Gerald Bisbee
Title:

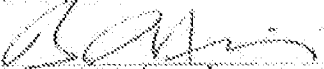
REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

Brian D. Vaidi

SIGNATURE:

By: 
Name: Brian D. Vaidi
Title:

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

James C. Flooklacker

SIGNATURE:

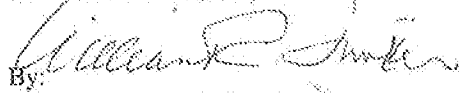
By James C. Flooklacker
Name: James C. Flooklacker
Title:

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

The Timken Living Trust U/A/D 9/14/99

By: 

William R. Timken, Trustee

Name:

Title:

REDACTED

[Signature page to the Exchange Agreement]

PATENT

REEL: 039809 FRAME: 0084

NAME OF INVESTOR:

The Dogwood Corporation

SIGNATURE:

By: Barry Traul
Name: Barry Traul
Title: President

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

ARTHUR ROCK 2000 TRUST

SIGNATURE:

By: Arthur Rock

Name: ARTHUR ROCK
Title: TRUSTEE

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

John Head

SIGNATURE:

By: *J. Richard Stenmons, MD*

Name:

Title:

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

FIM HOLDING AG

SIGNATURE

By:

Name: JEAN WALKER

Title: BOARD OF DIRECTOR

By: JOHN L.

NAME: JOHANNES REEL
BOARD OF DIRECTOR

REDACTED

[Signature page to the Exchange Agreement]

NAME OF INVESTOR:

HUG SCHNAPF-BORG HOLDING

SIGNATURE:

By:

Name: (1) HUG SCHNAPF-BORG

Title: PRESIDENT/CEO

REDACTED

[Signature page to the Exchange Agreement]

SCHEDULE I

REDACTED

REDACTED

SCHEDULE 3.1

REDACTED

EAST44411939.3

RECORDED: 08/24/2016

PATENT
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