

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4172506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
EXOGEN, INC.		11/15/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	94304	
<b>PROPERTY NUMBERS Total: 17</b>		
<b>Property Type</b>	<b>Number</b>	
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:	6436060	
Patent Number:	6685656	
Patent Number:	6932308	
Patent Number:	7108663	
Patent Number:	7211060	
Patent Number:	7410469	
Patent Number:	7429248	
Patent Number:	7628764	
Patent Number:	7789841	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)251-5002	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
<b>PATENT</b>		

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (650) 251-5106  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** AMBER HAREZLAK, ESQ.  
**Address Line 1:** SIMPSON THACHER & BARTLETT LLP  
**Address Line 2:** 2475 HANOVER STREET  
**Address Line 4:** PALO ALTO, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	509265/1859
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<b>NAME OF SUBMITTER:</b>	AMBER HAREZLAK
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<b>SIGNATURE:</b>	/ah/
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<b>DATE SIGNED:</b>	12/06/2016
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**Total Attachments: 5**

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of November 15, 2016 (this "Agreement"), is made by Exogen, Inc., a Delaware corporation (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of November 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among Bioventus LLC, the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Grantor's Patent Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest**

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all United States issued Patents and Patent applications of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located, including all such issued Patents and Patent applications listed on Schedule A hereto (collectively, the "Patent Collateral") as collateral security for the Secured Obligations.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

#### **SECTION 4. Recordation**

The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

#### **SECTION 5. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

**THE PROVISIONS OF THE CREDIT AGREEMENT UNDER THE HEADINGS “CONSENT TO JURISDICTION” AND “WAIVER OF JURY TRIAL” ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.**

#### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EXOGEN, INC.**

By:   
Name: David Price  
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 040823 FRAME: 0934**

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.**, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

*[Handwritten Signature]*  
*Jason Goff*  
*Executive Director*

[Signature Page to Patent Security Agreement]

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT**

**APPLICATIONS**

<b>Grantor</b>	<b>Publication No.</b>	<b>Patent No./Application No.</b>	<b>Title</b>
Exogen, Inc.		5904659	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.		5997490	METHOD AND SYSTEM FOR THERAPEUTICALLY TREATING BONE FRACTURES AND OSTEOPOROSIS
Exogen, Inc.		6022349	METHOD AND SYSTEM FOR THERAPEUTICALLY TREATING BONE FRACTURES AND OSTEOPOROSIS
Exogen, Inc.		6165144	APPARATUS AND METHOD FOR MOUNTING AN ULTRASOUND TRANSDUCER
Exogen, Inc.		6190336	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.		6261249	ULTRASONIC TREATMENT CONTROLLER INCLUDING GEL SENSING CIRCUIT
Exogen, Inc.		6273864	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.		6322527	APPARATUS FOR ULTRASONIC BONE TREATMENT
Exogen, Inc.		6436060	SUBMERSIBLE SYSTEM FOR ULTRASONIC TREATMENT
Exogen, Inc.		6685656	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.		6932308	TRANSDUCER MOUNTING ASSEMBLY
Exogen, Inc.		7108663	METHOD AND APPARATUS FOR CARTILAGE GROWTH STIMULATION
Exogen, Inc.		7211060	ULTRASOUND BANDAGES
Exogen, Inc.		7410469	APPARATUS AND METHOD FOR ULTRASONICALLY AND ELECTROMAGNETICALLY TREATING TISSUE
Exogen, Inc.		7429248	METHOD AND APPARATUS FOR CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS
Exogen, Inc.		7628764	ULTRASONIC TREATMENT FOR WOUNDS
Exogen, Inc.		7789841	METHOD AND APPARATUS FOR CONNECTIVE TISSUE TREATMENT