

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6736630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BIONESS INC.	05/28/2021
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	7711 PLANTATION ROAD, 1ST FLOOR
Internal Address:	MAC R4057-01R
City:	ROANOKE
State/Country:	VIRGINIA
Postal Code:	24019
PROPERTY NUMBERS Total: 29	
Property Type	Number
Application Number:	16146368
Application Number:	15896731
Application Number:	16244839
Application Number:	16504623
Application Number:	16742543
Application Number:	16599793
Application Number:	14630329
Application Number:	15471585
Application Number:	15698184
Application Number:	13745830
Application Number:	11993393
Application Number:	14027930
Application Number:	12197849
Application Number:	13618739
Application Number:	11867454
Application Number:	14613140
Application Number:	13000840
Application Number:	14223340
Application Number:	14226021

PATENT

Property Type	Number
Application Number:	12628273
Application Number:	15872634
Application Number:	13513318
Application Number:	15013277
Application Number:	12407097
Application Number:	15349390
Application Number:	16031721
Application Number:	12187662
Application Number:	15783755
Application Number:	11337824

CORRESPONDENCE DATA

Fax Number: (704)373-8822

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: 7043734640

Email: bsmith@mcguirewoods.com

Correspondent Name: BETTY G. SMITH, SENIOR PARALEGAL

Address Line 1: MCGUIREWOODS LLP, 201 N. TRYON ST.

Address Line 2: SUITE 3000

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-1516
NAME OF SUBMITTER:	BETTY G. SMITH
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	05/28/2021

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 28, 2021 (this "Agreement"), is made by Bioness Inc., a Delaware corporation (the "Grantor"), with an address of 25103 Rye Canyon Loop, Valencia, California 91355, in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent"), with an address of 7711 Plantation Road, 1st Floor, MAC R4057-01R, Roanoke, Virginia 24019.

WHEREAS, the Grantor entered into a Counterpart Agreement, dated as of May 28, 2021 (the "Counterpart Agreement"), which supplements that certain Pledge and Security Agreement dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Pledge and Security Agreement"; the Original Pledge and Security Agreement, as supplemented by the Counterpart Agreement, the "Pledge and Security Agreement"), among Bioventus LLC, a Delaware limited liability company (the "Borrower") 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 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.

BIONESS INC.

By: 

Name: Anthony D'Adamio

Title: Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 056388 FRAME: 0888

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: *Sara Barton*
Name: Sara Barton
Title: Vice President

[Patent Security Agreement (Bioness)]

PATENT
REEL: 056388 FRAME: 0889

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT

APPLICATIONS

Grantor	Publication No.	Patent No./Application No.	Title
BIONESS INC.	10850098	16146368	Systems and apparatus for gait modulation and methods of use
BIONESS INC.	10668316	15896731	Methods and apparatus for body weight support system
BIONESS INC.	10537486	16244839	Methods and apparatus for body weight support system
BIONESS INC.	[--]	16504623	IMPLANTABLE POWER ADAPTER
BIONESS INC.	[--]	16742543	METHODS AND APPARATUS FOR BODY WEIGHT SUPPORT SYSTEM
BIONESS INC.	[--]	16599793	METHODS AND APPARATUS FOR BODY WEIGHT SUPPORT SYSTEM
BIONESS INC.	9757554	14630329	System for transmitting electrical current to a bodily tissue
BIONESS INC.	9839569	15471585	Methods and apparatus for body weight support system
BIONESS INC.	[--]	15698184	METHODS AND APPARATUS FOR BODY WEIGHT SUPPORT SYSTEM
BIONESS INC.	9682000	13745830	Methods and apparatus for body weight support system
BIONESS INC.	8332029	11993393	Implant system and method using implanted passive conductors for routing electrical current
BIONESS INC.	8862225	14027930	Implant, system and method using implanted passive conductors for routing electrical current
BIONESS INC.	8467880	12197849	System for transmitting electrical current to a bodily tissue
BIONESS INC.	8538517	13618739	Implant, system and method using implanted passive conductors for routing electrical current
BIONESS INC.	8483820	11867454	System and method for percutaneous delivery of electrical stimulation to a target body tissue
BIONESS INC.	10463563	14613140	Methods and apparatus for body weight support system
BIONESS INC.	9925374	13000840	Treatment of indications using electrical stimulation
BIONESS INC.	9867985	14223340	Systems and apparatus for gait modulation and methods of use
BIONESS INC.	9855177	14226021	Methods and apparatus for body weight support system
BIONESS INC.	8738137	12628273	System for transmitting electrical current to a bodily tissue
BIONESS INC.	10086196	15872634	Systems and apparatus for gait modulation and methods of use
BIONESS INC.	9072896	13513318	System for transmitting electrical current to a bodily tissue
BIONESS INC.	10427002	15013277	Methods and apparatus for balance support systems
BIONESS INC.	8167640	12407097	Flexible connector for implantable electrical stimulation lead
BIONESS INC.	10500123	15349390	Apparatus and methods for support track and power rail switching in a body weight support system

Grantor	Publication No.	Patent No./Application No.	Title
BIONESS INC.	[--]	16031721	SYSTEMS AND APPARATUS FOR GAIT MODULATION AND METHODS OF USE
BIONESS INC.	8494650	12187662	Insertion tools and methods for an electrical stimulation implant
BIONESS INC.	10219960	15783755	Methods and apparatus for body weight support system
BIONESS INC.	7502652	11337824	METHOD OF ROUTING ELECTRICAL CURRENT TO BODILY TISSUES VIA IMPLANTED PASSIVE CONDUCTORS