

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIOVENTUS LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	28 State Street, MS 1515		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4314214	BIOVENTUS	
<b>Registration Number:</b>	2508939	EXOGEN	
<b>Registration Number:</b>	3841927	EXO-SPINE	
<b>Registration Number:</b>	3894669	TRUCATH	
<b>Serial Number:</b>	85630236	BIOVENTUS	
<b>Serial Number:</b>	86269044	BIOLINX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4803855061		
<i>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.</i>			
<b>Phone:</b>	480-385-5060		
<b>Email:</b>	docketing@ifllaw.com		
<b>Correspondent Name:</b>	Ingrassia, Fisher & Lorenz, P.C.		
<b>Address Line 1:</b>	7010 E. Cochise Road		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85253		
<b>ATTORNEY DOCKET NUMBER:</b>	115.9999		
<b>NAME OF SUBMITTER:</b>	Thomas G. Berry		
<b>SIGNATURE:</b>	/THOMAS G. BERRY, REG. NO. 31736/		
<b>DATE SIGNED:</b>	10/12/2014		

OP \$165.00 4314214

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 10, 2014 is made by Bioventus LLC, a Delaware limited liability company located at 4721 Emperor Blvd., Suite 100, Durham, NC 27703 (the "Borrower"), 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 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 Borrower and certain other subsidiaries of the 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 Borrower 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 Trademarks; and

WHEREAS, the Borrower 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 Borrower 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 Borrower hereby pledges and grants a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed in Schedule A hereto) (collectively, the "Trademark 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 Borrower 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 Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark 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.

BIOVENTUS LLC

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.

BIOVENTUS LLC

By: \_\_\_\_\_  
Name:  
Title:  
Date:

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

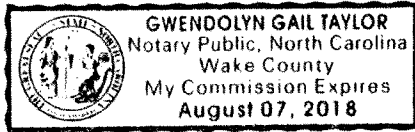
By: *Cheryl Carangelo*  
Name: Cheryl Carangelo  
Title: Senior Vice President  
Date: 10/9/2014

ACKNOWLEDGMENT OF BORROWER

STATE OF North Carolina )  
 ) SS  
COUNTY OF Durham )

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 BIOVENTUS LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Managers of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Gwendolyn Gail Taylor  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

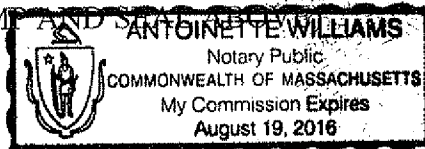
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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 SIGNATURE)





SCHEDULE A

U.S. Trademark Registrations and Applications

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Filing No.</b>	<b>Registration No.</b>	<b>Trademark</b>
Bioventus LLC	United States	85/505389	4314214	BIOVENTUS
Bioventus LLC	United States	85/630236		BIOVENTUS & DESIGN
Bioventus LLC	United States	86/269044		BIOLINX
Bioventus LLC	United States	75/921554	2508939	EXOGEN
Bioventus LLC	United States	77/252063	3841927	EXO-SPINE
Bioventus LLC	United States	77/726172	3894669	TRUCATH