

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioventus LLC		11/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86269044	BIOLINX	
Registration Number:	2508939	EXOGEN	
Registration Number:	3762687	DUROLANE	
Registration Number:	3841927	EXO-SPINE	
Registration Number:	3894669	TRUCATH	
Registration Number:	3933331	OSTEOAMP	
Registration Number:	4314214	BIOVENTUS	
Registration Number:	4621575	BIOVENTUS	
Registration Number:	5004550	OSTEO AMP XX	
Serial Number:	87205550	CELLXTRACT	
Serial Number:	87205542	CELL XTRACT	
Registration Number:	3696376	OSTEOMATRIX	
Registration Number:	4172943	OSTEOPLUS	
Registration Number:	4351782	PUREBONE	
Registration Number:	4459307	EXPONENT	
Registration Number:	4538257	SIGNAFUSE	
Registration Number:	4664409	OSTEOFUSE	
Registration Number:	4800883	PROHESION	

CH \$465.00 86269044

CORRESPONDENCE DATA**Fax Number:** 6502515002*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:** (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

ATTORNEY DOCKET NUMBER:	509265/1859
NAME OF SUBMITTER:	Amber Harezlak
SIGNATURE:	/ah/
DATE SIGNED:	12/06/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2016 (this “Agreement”), is made by Bioventus LLC, a Delaware limited liability company (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 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 Trademark 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 in Trademark Collateral

SECTION 2.1. Grant of Security. 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 registered Trademarks and Trademark applications of the Grantor including those listed in Schedule A hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law.

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 Trademark 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 Trademarks 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.

BIOVENTUS LLC

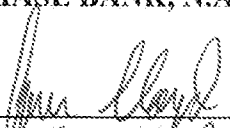
By: 
Name: David Price
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005936 FRAME: 0627

Accepted and Agreed:

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

By: 
Name: Jason Lloyd
Title: Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Grantor	Filing No.	Registration No.	Trademark
Bioventus LLC	86/269044		BIOLINX
Bioventus LLC	75/921554	2508939	EXOGEN
Bioventus LLC	77/781493	3762687	DUROLANE
Bioventus LLC	77/252063	3841927	EXO-SPINE
Bioventus LLC	77/726172	3894669	TRUCATH
Bioventus LLC	77/801365	3933331	OSTEOAMP
Bioventus LLC	85/505389	4314214	BIOVENTUS
Bioventus LLC	85/630236	4621575	BIOVENTUS & Design
Bioventus LLC	86/614556	5004550	OSTEOAMP & Design
Bioventus LLC ¹	87/205550		CELLXTRACT
Bioventus LLC ²	87/205542		CELLXTRACT & Design
Bioventus LLC ³	77248497	3696376	OSTEOMATRIX
Bioventus LLC ⁴	85386171	4172943	OSTEOPLUS
Bioventus LLC ⁵	85656288	4351782	PUREBONE
Bioventus LLC ⁶	86020686	4459307	EXPONENT
Bioventus LLC ⁷	85533349	4538257	SIGNAFUSE
Bioventus LLC ⁸	85929704	4664409	OSTEOFUSE
Bioventus LLC ⁹	86320466	4800883	PROHESION

¹ Bioventus LLC to file correction of owner from Bioventus Corporation.

² Bioventus LLC to file correction of owner from Bioventus Corporation.

³ Bioventus LLC to file name change from BioStructures LLC.

⁴ Bioventus LLC to file name change from BioStructures LLC.

⁵ Bioventus LLC to file name change from BioStructures LLC.

⁶ Bioventus LLC to file name change from BioStructures LLC.

⁷ Bioventus LLC to file name change from BioStructures LLC.

⁸ Bioventus LLC to file name change from BioStructures LLC.

⁹ Bioventus LLC to file name change from BioStructures LLC.