

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith & Nephew, Inc.		05/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bioventus LLC		
Street Address:	4721 Emperor Blvd.		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2508939	EXOGEN	
Registration Number:	2599317	EXOGEN 2000 +	
Registration Number:	3166561	EXOGEN 4000+	
Registration Number:	3894669	TRUCATH	
Registration Number:	3841927	EXO-SPINE	
Serial Number:	85194366	JFT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G St NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$165.00 2508939

ATTORNEY DOCKET NUMBER:	F139146
NAME OF SUBMITTER:	Mariee Pilkington
Signature:	/Mariee Pilkington/
Date:	05/07/2012
Total Attachments: 5 source=Assignment.of.Trademarks.Executed#page2.tif source=Assignment.of.Trademarks.Executed#page3.tif source=Assignment.of.Trademarks.Executed#page4.tif source=Assignment.of.Trademarks.Executed#page5.tif source=Assignment.of.Trademarks.Executed#page6.tif	

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made this 4th day of May, 2012, by and among Smith & Nephew, Inc., a Delaware corporation ("Assignor"), and Bioventus LLC, a Delaware limited liability company ("Assignee"; each a "Party," and together, the "Parties").

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of January 3, 2012 (as amended, the "Contribution Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee all right, title and interest in, to and under the trademarks, trademark registrations and trademark applications set forth on Schedule A (collectively, the "Trademarks"), together with all goodwill associated therewith;

WHEREAS, Assignor is the owner, by assignment or otherwise, of the Trademarks; and

WHEREAS, Assignor desires to transfer all right, title and interest in, to and under the Trademarks and all goodwill associated therewith to Assignee and Assignee desires to acquire all such right, title and interest in, to and under the Trademarks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Contribution Agreement and subject to the terms and conditions therein, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in, to and under the Trademarks, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

2. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns. Assignor hereby authorizes and requests the officials of all countries in which the Trademarks are now or in the future will be registered to issue to Assignee all of Assignor's right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.

3. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Assignor with respect to the Trademarks are set forth in the Contribution Agreement.

4. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or

delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in the Contribution Agreement shall be deemed effective service of process on such Party.

6. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.


7. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be to be duly executed by their respective authorized officers as of the day and year first above written.

SMITH & NEPHEW, INC.

By:

  
Name: R. Gordon Howe  
Title: Senior Vice President  
Global Planning &  
Development

BIOVENTUS LLC

By:



Name: Mark A. Augusti

Title: Chief Executive Officer

**SCHEDULE A**

Trademark	Country	Registered Owner	Filing Date	Filing Number	Registration Date	Registration Number
EXOGEN	USA	Smith & Nephew, Inc.	17 Feb 2000	75/921554	20 Nov 2001	2508939
EXOGEN 2000+	USA	Smith & Nephew, Inc.	05 Apr 2001	76/236148	23 Jul 2002	2599317
EXOGEN 4000+	USA	Smith & Nephew, Inc.	14 Apr 2005	78/608647	31 Oct 2006	3166561
JFT	USA	Smith & Nephew, Inc.	09 Dec 2010	85/194366		
TRUCATH	Australia	Smith & Nephew, Inc.	01 May 2009	1297055	11 Dec 2009	1297055
TRUCATH	Canada	Smith & Nephew, Inc.	30 Apr 2009	1436580		
TRUCATH	European Union	Smith & Nephew, Inc.	01 May 2009	008275109	24 Nov 2009	008275109
TRUCATH	Switzerland	Smith & Nephew, Inc.	01 May 2009	54791/2009	13 Oct 2009	592219
TRUCATH	USA	Smith & Nephew, Inc.	30 Apr 2009	77/726172	21 Dec 2010	3894669
TRUCATH in Katakana	Japan	Smith & Nephew, Inc.	08 May 2009	2009-34222	23 Oct 2009	5275920
TRUCATH in Roman characters	Japan	Smith & Nephew, Inc.	01 May 2009	2009-33360	23 Oct 2009	5275211
EXO-SPINE	USA	Smith & Nephew, Inc.	10 Aug 2007	77/252063	31 Aug 2010	3841927