

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith & Nephew Holdings, Inc.		05/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Smith & Nephew, Inc.		
Street Address:	7135 Goodlett Farms		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38106		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2508939	EXOGEN	
Registration Number:	2599317	EXOGEN 2000 +	
Registration Number:	3166561	EXOGEN 4000+	
Serial Number:	85194366	JFT	
Registration Number:	3894669	TRUCATH	
Registration Number:	3841927	EXO-SPINE	
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:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street 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:	05/09/2012

Total Attachments: 10

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IP SECURITY ASSIGNMENT AGREEMENT

This IP SECURITY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of May 9, 2012, by and between Smith & Nephew Holdings, Inc., a Delaware corporation (“**SNH**”), and Smith & Nephew, Inc., a Delaware corporation (“**S&N**”) (each a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, on May 4, 2012 the parties thereto consummated the transactions contemplated by the Contribution Agreement dated January 3, 2012 among Smith & Nephew plc, S&N, Bioventus LLC (“**Bioventus**”) and the other parties thereto (as amended, the “**Contribution Agreement**”; terms defined in the Contribution Agreement and not otherwise defined herein shall have the meanings assigned to such terms in the Contribution Agreement);

WHEREAS, pursuant to the Contribution Agreement, (i) immediately prior to the Closing, S&N and SNH entered into the S&N Note and (ii) at the Closing, Bioventus assumed all Liabilities of S&N under the S&N Note;

WHEREAS, in connection with the assumption of all Liabilities of S&N under the S&N Note, at the Closing, Bioventus and SNH entered into, among other things, (i) the Patent Security Agreement, dated as of May 4, 2012, between Bioventus and SNH (the “**Patent Security Agreement**”), pursuant to which Bioventus granted SNH a continuing security interest in all of Bioventus’ right, title and interest in, to and under the Patent Collateral (as defined in the Patent Security Agreement), including, without limitation, the patents and patent applications set forth on Schedule A and patent licenses set forth on Schedule B and (ii) the Trademark Security Agreement, dated as of May 4, 2012, between Bioventus and SNH (the “**Trademark Security Agreement**” and, together with the Patent Security Agreement, the “**IP Security Agreements**”), pursuant to which Bioventus granted SNH a continuing security interest in all of Bioventus’ right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks and trademark applications set forth on Schedule C; and

WHEREAS, on the date hereof, S&N and SNH have entered into that certain S&N Note Contribution and Assignment Agreement (the “**S&N Note Assignment**”), pursuant to which, among other things, SNH assigned and transferred all of its right, title and interest in, to and under the S&N Note and the IP Security Agreements to S&N.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the S&N Note Assignment, the Parties agree as follows:

1. SNH hereby assigns and transfers to S&N all of SNH's right, title and interest in, to and under the IP Security Agreements. S&N hereby accepts all of SNH's right, title and interest in, to and under the IP Security Agreements and hereby assumes and agrees to perform all obligations of SNH thereunder.

2. The foregoing assignment and assumption is confirmed in furtherance, and not in limitation, of the assignment and assumption under the S&N Note Assignment. SNH hereby acknowledges and affirms that the rights and remedies of S&N with respect to the assignment of the IP Security Agreements granted hereby are more fully set forth in the S&N Note Assignment, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of this Agreement are deemed to conflict with any of the provisions of the S&N Note Assignment, the provisions of the S&N Note Assignment shall govern.

3. Each Party shall execute and deliver such other instruments and documents that may be necessary or advisable to evidence the assignment and assumption provided for by this Agreement.

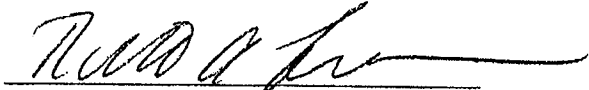
4. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns and shall be effective immediately upon its execution and delivery by the Parties.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the conflict of law rules thereof.

6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

SMITH & NEPHEW HOLDINGS, INC.


By: 

Name: Robert A. Lucas

Title: Assistant Secretary

[IP Security Assignment Agreement]

SMITH & NEPHEW, INC.

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

[IP Security Assignment Agreement]

**Schedule A
to IP Security Assignment Agreement**

PATENTS AND PATENT APPLICATIONS

Case Reference	Title	Country	Filing Date	Filing Number	Grant Date	Grant Number	Owner
PT-2808-AU-PCT	ULTRASOUND DEVICE	Australia	21 Apr 2006	2006239005			Bioventus LLC
PT-2808-CA-PCT	ULTRASOUND DEVICE	Canada	21 Apr 2006	2605089			Bioventus LLC
PT-2808-EP-EPT	ULTRASOUND DEVICE	European Procedure (Patents)	21 Apr 2006	06726877.1			Bioventus LLC
PT-2808-JP-PCT	ULTRASOUND DEVICE	Japan	21 Apr 2006	2008-507172			Bioventus LLC
PT-2808-US-PCT	ULTRASOUND DEVICE	United States Of America	21 Apr 2006	11/912382			Bioventus LLC
PT-2860-AU-NP	ULTRASOUND THERAPY FOR DIABETIC PERIPHERAL NEUROPATHY	Australia	01 Aug 2006	2006203281			Bioventus LLC
PT-2860-US-NP	ULTRASOUND THERAPY	United States Of America	03 Aug 2006	11/462271	01 Nov 2011	8048006	Bioventus LLC
PT-2884-AU-PCT	MESH CAST APPLICATION	Australia	07 Nov 2006	2006311299			Bioventus LLC
PT-2884-BE-EPT	MESH CAST APPLICATION	Belgium	07 Nov 2006	06839751.2	12 Aug 2009	1948315	Bioventus LLC
PT-2884-CA-PCT	MESH CAST APPLICATION	Canada	07 Nov 2006	2628824			Bioventus LLC
PT-2884-DE-EPT	MESH CAST APPLICATION	Germany	07 Nov 2006	06839751.2	12 Aug 2009	602006008492.7	Bioventus LLC
PT-2884-ES-EPT	MESH CAST APPLICATION	Spain	07 Nov 2006	06839751.2	12 Aug 2009	1948315	Bioventus LLC
PT-2884-FR-EPT	MESH CAST APPLICATION	France	07 Nov 2006	06839751.2	12 Aug 2009	1948315	Bioventus LLC
PT-2884-GB-EPT	MESH CAST APPLICATION	United Kingdom	07 Nov 2006	06839751.2	12 Aug 2009	1948315	Bioventus LLC
PT-2884-IT-EPT	MESH CAST APPLICATION	Italy	07 Nov 2006	06839751.2	12 Aug 2009	1948315	Bioventus LLC
PT-2884-JP-PCT	MESH CAST APPLICATION	Japan	07 Nov 2006	2008-539169			Bioventus LLC
PT-2884-NL-EPT	MESH CAST APPLICATION	Netherlands	07 Nov 2006	06839751.2	12 Aug 2009	1948315	Bioventus LLC
PT-2884-US-PCT	APPARATUS AND METHOD FOR MOUNTING A THERAPEUTIC DEVICE	United States Of America	07 Nov 2006	12/092849			Bioventus LLC

(NY) 18722/018/IP/SN.Note.assignment.ip.agt.doc

**TRADEMARK
REEL: 004776 FRAME: 0273**

Case Reference	Title	Country	Filing Date	Filing Number	Grant Date	Grant Number	Owner
PT-2898-EP-EPT	NON-STRAP TREATMENT APPLICATOR	European Procedure (Patents)	08 Jan 2007	07717856.4			Bioventus LLC
PT-2898-US-PCT	NON-STRAP TREATMENT APPLICATOR	United States Of America	08 Jan 2007	12/159994			Bioventus LLC
PT-2922-AU-PCT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	Australia	07 Apr 2007	2007234743			Bioventus LLC
PT-2922-CA-PCT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	Canada	07 Apr 2007	2648214			Bioventus LLC
PT-2922-CN-PCT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	China	07 Apr 2007	200780021310.X			Bioventus LLC
PT-2922-EP-EPT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	European Procedure (Patents)	07 Apr 2007	07760294.4			Bioventus LLC
PT-2922-IN-PCT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	India	07 Apr 2007	8388/DELNP/2008			Bioventus LLC
PT-2922-JP-PCT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	Japan	07 Apr 2007	2009-504500			Bioventus LLC
PT-2922-US-PCT	CONTROLLING ACOUSTIC MODES IN TISSUE HEALING APPLICATIONS	United States Of America	07 Apr 2007	12/296333			Bioventus LLC
PT-2959-EP-EPT	OPTIMIZED DIFFRACTION ZONE FOR ULTRASOUND THERAPY	European Procedure (Patents)	21 Dec 2007	07866000.8			Bioventus LLC
PT-2959-HK-NP	OPTIMIZED DIFFRACTION ZONE FOR ULTRASOUND THERAPY	Hong Kong	21 Dec 2007	10103137.6			Bioventus LLC
PT-2959-US-PCT	OPTIMIZED DIFFRACTION ZONE FOR ULTRASOUND THERAPY	United States Of America	21 Dec 2007	12/520470			Bioventus LLC
PT-3505-US-NP	ULTRASOUND AND TISSUE REPAIR	United States Of America	20 Feb 2009	12/390065			Bioventus LLC
PT-3522-AU-PCT	HARD TO REACH FRACTURE APPLICATOR STRAP	Australia	27 Feb 2009	2009219199			Bioventus LLC
PT-3522-CA-PCT	HARD TO REACH FRACTURE APPLICATOR STRAP	Canada	27 Feb 2009	2716063			Bioventus LLC
PT-3522-EP-EPT	HARD TO REACH FRACTURE APPLICATOR STRAP	European Procedure (Patents)	27 Feb 2009	09714996.7			Bioventus LLC
PT-3522-IN-PCT	HARD TO REACH FRACTURE APPLICATOR STRAP	India	27 Feb 2009	5833/DELNP/2010			Bioventus LLC

Case Reference	Title	Country	Filing Date	Filing Number	Grant Date	Grant Number	Owner
PT-3522-US-PCT	HARD TO REACH FRACTURE APPLICATOR STRAP	United States Of America	27 Feb 2009	12/918098			Bioventus LLC
PT-3522-ZA-PCT	HARD TO REACH FRACTURE APPLICATOR STRAP	South Africa	27 Feb 2009	2010/05783			Bioventus LLC
PT-3542-AU-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	Australia	29 Oct 2009	2009317956			Bioventus LLC
PT-3542-BR-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	Brazil	29 Oct 2009				Bioventus LLC
PT-3542-CA-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	Canada	29 Oct 2009	2742067			Bioventus LLC
PT-3542-CN-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	China	29 Oct 2009	200980153846.6			Bioventus LLC
PT-3542-EP-EPT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	European Procedure (Patents)	29 Oct 2009	09827972.2			Bioventus LLC
PT-3542-IN-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	India	29 Oct 2009				Bioventus LLC
PT-3542-JP-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	Japan	29 Oct 2009				Bioventus LLC
PT-3542-RU-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	Russian Federation	29 Oct 2009	2011120494			Bioventus LLC
PT-3542-US-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	United States Of America	29 Oct 2009	13/126511			Bioventus LLC
PT-3542-ZA-PCT	APPARATUS AND METHOD FOR ULTRASONIC SPINE TREATMENT	South Africa	29 Oct 2009	2011/03079			Bioventus LLC
PT-3584-WO-PCT	CHITOSAN PAD FOR ULTRASOUND TRANSMISSION	International Procedure	12 Aug 2010	PCT/GB10/001526			Bioventus LLC
PT-3867-US-NP	MEDICAL DEVICE WITH TEMPERATURE SENSOR	United States Of America	21 Oct 2011	13/278582			Bioventus LLC
PT-3867-WO-PCT	MEDICAL DEVICE WITH TEMPERATURE SENSOR	International Procedure	21 Oct 2011	PCT/US11/057337			Bioventus LLC
PT-3870-US-NP	MEDICAL DEVICE	United States Of America	21 Oct 2011	13/278565			Bioventus LLC
PT-3870-WO-PCT	MEDICAL DEVICE	International Procedure	tbc	tbc			Bioventus LLC

Case Reference	Title	Country	Filing Date	Filing Number	Grant Date	Grant Number	Owner
PT-3870-US-NP[2]	MEDICAL DEVICE	United States Of America	21 Oct 2011	13/278560			Bioventus LLC
PT-3870-WO-PCT[2]	MEDICAL DEVICE	International Procedure	tbc	tbc			Bioventus LLC
PT-3922-US-PSP	ULTRASOUND APPLICATOR FOR TREATMENT OF TENDONS	United States Of America	09 Feb 2011	61/440994			Bioventus LLC
PT-3922-US-PSP[2]	ULTRASOUND APPLICATOR FOR TREATMENT OF TENDONS	United States Of America	22 Sep 2011	61/537650			Bioventus LLC
PT-3925-US-PSP	EXOGEN APPLICATOR STRAP	United States Of America	17 Feb 2011	61/443754			Bioventus LLC
PT-3925-US-PSP[2]	EXOGEN APPLICATOR STRAP	United States Of America	19 Apr 2011	61/477018			Bioventus LLC
PT-4037-EP-NP	MEDICAL DEVICE	European Procedure (Patents)	12 Oct 2011	11008243.5			Bioventus LLC
PT-4037-US-NP	MEDICAL DEVICE	International Procedure	12 Oct 2011	PCT/US11/055937			Bioventus LLC
PT-4037-WO-PCT	MEDICAL DEVICE	United States Of America	12 Oct 2011	13/271870			Bioventus LLC

**Schedule B
to IP Security Assignment Agreement**

PATENT LICENSES

1. License Agreement dated as of October 1, 2000 between Smith & Nephew, Inc. and Exogen, Inc., as amended in October 2003.
2. Patent License Agreement between Juvent, Inc. and Exogen, Inc. dated November 25, 2003 entered into pursuant to the Asset Purchase Agreement among Juvent, Inc. Smith & Nephew, Inc., and Exogen, Inc. dated November 25, 2003.

**Schedule C
to IP Security Assignment Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

	Trademark	Country	Registered owner	Filing date	Filing number	Registration date	Registration number
14	EXOGEN	USA	Bioventus LLC	17 Feb 2000	75/921554	20 Nov 2001	2508939
17	EXOGEN 2000+	USA	Bioventus LLC	05 Apr 2001	76/236148	23 Jul 2002	2599317
18	EXOGEN 4000+	USA	Bioventus LLC	14 Apr 2005	78/608647	31 Oct 2006	3166561
19	JFT	USA	Bioventus LLC	09 Dec 2010	85/194366		
30	TRUCATH	Australia	Bioventus LLC	01 May 2009	1297055	11 Dec 2009	1297055
31	TRUCATH	Canada	Bioventus LLC	30 Apr 2009	1436580		
32	TRUCATH	European Union	Bioventus LLC	01 May 2009	008275109	24 Nov 2009	008275109
33	TRUCATH	Switzerland	Bioventus LLC	01 May 2009	54791/2009	13 Oct 2009	592219
34	TRUCATH	USA	Bioventus LLC	30 Apr 2009	77/726172	21 Dec 2010	3894669
35	TRUCATH in Katakana	Japan	Bioventus LLC	08 May 2009	2009-34222	23 Oct 2009	5275920
36	TRUCATH in Roman characters	Japan	Bioventus LLC	01 May 2009	2009-33360	23 Oct 2009	5275211
37	EXO-SPINE	USA	Bioventus LLC	10 Aug 2007	77/252063	31 Aug 2010	3841927