

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319842

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Smith & Nephew, Inc. | | 10/10/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BIOVENTUS LLC | | |
| Street Address: | 4721 Emperor Blvd., Suite 100 | | |
| 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: | 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> | | | |
| Phone: | 480-385-5060 | | |
| Email: | docketing@ifllaw.com | | |
| Correspondent Name: | Ingrassia, Fisher & Lorenz, P.C. | | |
| Address Line 1: | 7010 E. Cochise Road | | |
| Address Line 4: | Scottsdale, ARIZONA 85253 | | |
| ATTORNEY DOCKET NUMBER: | 115.9999 | | |
| NAME OF SUBMITTER: | Thomas G. Berry | | |
| SIGNATURE: | /THOMAS G. BERRY, REG. NO. 31736/ | | |
| DATE SIGNED: | 10/12/2014 | | |
| Total Attachments: 5 | | | |

OP \$165.00 2508939

TRADEMARK

source=Smith&Nephew_BioventusTrademarkRelease#page1.tif
source=Smith&Nephew_BioventusTrademarkRelease#page2.tif
source=Smith&Nephew_BioventusTrademarkRelease#page3.tif
source=Smith&Nephew_BioventusTrademarkRelease#page4.tif
source=Smith&Nephew_BioventusTrademarkRelease#page5.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 10, 2014, from Smith & Nephew, Inc., a Delaware corporation (“S&N”) to Bioventus LLC, a Delaware limited liability company, located at 4721 Emperor Blvd., Suite 100, Durham, NC 27703 (the “Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to the Senior Secured Note dated as of May 4, 2012 (as amended, supplemented, and otherwise modified from time to time) (the “Note”), a security interest (the “Security Interest”) was granted by the Grantor to Smith & Nephew Holdings, Inc., a Delaware corporation (“Smith & Nephew Holdings”) in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of May 4, 2012 (the “Security Agreement”), Grantor by reference to the Note, reaffirmed its intent to grant a Security Interest to Smith & Nephew Holdings specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at reel/frame 4775/0635 on May 8, 2012;

WHEREAS, Smith & Nephew Holdings assigned its Security Interest in the Trademark Collateral to S&N pursuant to the Assignment of Security Interest recorded in the United States Patent and Trademark Office at reel/frame 4776/0267 on May 9, 2012; and

WHEREAS, S&N now desires to terminate and release the entirety of its Security Interest in Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Note and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, S&N hereby states as follows:

1. Definitions. The term “Trademark Collateral,” as used herein shall have the meaning defined in the Security Agreement and include all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed in Schedule A hereto. The term “Trademarks” shall have the meaning defined in the Note.

2. Release of Security Interest. S&N hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of S&N in the Security Interest in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. S&N hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SMITH & NEPHEW, INC.

By: _____



Name:

IAN MARTIN

Title:

SUP FINANCE

Schedule A

U.S. Trademark Registrations and Applications

| Grantor | Title | Registration No./Application No. |
|----------------|---------------|---|
| Bioventus LLC | EXOGEN | 2508939 |
| Bioventus LLC | EXOGEN 2000 + | 2599317 |
| Bioventus LLC | EXOGEN 4000 + | 3166561 |
| Bioventus LLC | JFT | 85194366 |
| Bioventus LLC | TRUCATH | 3894669 |
| Bioventus LLC | EXO-SPINE | 3841927 |