

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Misonix OpCo, LLC		11/05/2021	Limited Liability Company: DELAWARE
Solsys Medical, LLC		11/05/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	7711 Plantation Road, 1st Floor
<b>Internal Address:</b>	MAC R4057-01R
<b>City:</b>	Roanoke
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24019
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	6252759	THERION
Registration Number:	6267427	NEXUS
Registration Number:	6092284	NEXUS
Registration Number:	6092286	NEXUS
Registration Number:	6211811	DESIGNED BY NATURE, MADE FOR HEALING
Registration Number:	6190510	LIVING PROOF
Registration Number:	6037654	SOLSYS MEDICAL
Registration Number:	6037655	SOLSYS MEDICAL
Registration Number:	5391329	MISONIX
Registration Number:	5162349	SONICVAC
Registration Number:	5281796	MISONIX BETTER MATTERS
Registration Number:	5281793	BETTER MATTERS
Registration Number:	4715865	BONESCALPEL
Registration Number:	3779405	THERASKIN
Registration Number:	3829378	THERAGENESIS
Registration Number:	3583091	OSTEOSCULPT

OP \$515.00 6252759

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3775329	SONASTAR
Registration Number:	3187259	THERAGAUZE
Registration Number:	3373435	SONICONE
Registration Number:	2812718	MISONIX

**CORRESPONDENCE DATA**

**Fax Number:** 7043738822

*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:** 7043734640

**Email:** bsmith@mcguirewoods.com

**Correspondent Name:** Betty G. Smith, Senior Paralegal

**Address Line 1:** McGuireWoods LLP, 201 N. Tryon St.

**Address Line 2:** Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 2029724-1516

**NAME OF SUBMITTER:** Betty G. Smith

**SIGNATURE:** /Betty G. Smith/

**DATE SIGNED:** 11/11/2021

**Total Attachments: 6**

- source=Trademark Security Agreement (Misonix OpCo, LLC & Solsys Medical, LLC) (2021)#page1.tif
- source=Trademark Security Agreement (Misonix OpCo, LLC & Solsys Medical, LLC) (2021)#page2.tif
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2021 (this “Agreement”), is made by Misonix OpCo, LLC, a Delaware limited liability company (“Misonix OpCo”) with an address of 1938 New Highway, Farmingdale, NY 11735 and Solsys Medical, LLC, a Delaware limited liability company (“Solsys” and together with Misonix OpCo, the “Grantors” and each, a “Grantor”), with an address of 600 Thimble Shoals Boulevard, Suite 200, Newport News, VA 23606, in favor of Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”), with an address of 7711 Plantation Road, 1<sup>st</sup> Floor, MAC R4057-01R, Roanoke, Virginia 24019.

WHEREAS, each Grantor entered into a Counterpart Agreement, dated as of November 5, 2021 (the “Counterpart Agreement”), which supplements that certain Pledge and Security Agreement dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Original Pledge and Security Agreement”; the Original Pledge and Security Agreement, as supplemented by the Counterpart Agreement, the “Pledge and Security Agreement”), among the Bioventus LLC, a Delaware limited liability company (the “Borrower”) and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Borrower and the other grantors (including each 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, each 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, each Grantor hereby agrees with the Agent as follows:

### I. 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.

### II. Grant of Security Interest in Trademark Collateral

**A. Grant of Security.** Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States registered Trademarks and Trademark applications of such 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.

**B. 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.

### **III. 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 each 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.

### **IV. Recordation**

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

### **V. 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.**

### **VI. 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MISONIX OPCO, LLC**

By:   
Name: Kenneth Reali  
Title: Chief Executive Officer

**SOLSYS MEDICAL, LLC**

By:   
Name: Kenneth Reali  
Title: Chief Executive Officer

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Collateral Agent

By: Matthew Beltman  
Name: Matthew Beltman  
Title: Vice President

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
1.	THERION	88743456 31-DEC-2019	6252759 19-JAN-2021	Registered	Misonix OpCo, LLC
2.	NEXUS 	88458797 04-JUN-2019	6267427 09-FEB-2021	Registered	Misonix OpCo, LLC
3.	NEXUS 	88458830 04-JUN-2019	6092284 30-JUN-2020	Registered	Misonix OpCo, LLC
4.	NEXUS 	88458987 04-JUN-2019	6092286 30-JUN-2020	Registered	Misonix OpCo, LLC
5.	DESIGNED BY NATURE, MADE FOR HEALING	88290880 06-FEB-2019	6211811 01-DEC-2020	Registered	Misonix OpCo, LLC
6.	LIVING PROOF	88290885 06-FEB-2019	6190510 03-NOV-2020	Registered	Misonix OpCo, LLC
7.	SOLSYS MEDICAL	87793540 12-FEB-2018	6037654 21-APR-2020	Registered	Solsys Medical, LLC
8.	SOLSYS MEDICAL 	87793554 12-FEB-2018	6037655 21-APR-2020	Registered	Solsys Medical, LLC
9.	MISONIX  MISONIX	87517998 06-JUL-2017	5391329 30-JAN-2018	Registered	Misonix OpCo, LLC
10.	SONICVAC  sonicVac	86849744 15-DEC-2015	5162349 14-MAR-2017	Registered	Misonix OpCo, LLC
11.	MISONIX BETTER MATTERS	86757542 15-SEP-2015	5281796 05-SEP-2017	Registered	Misonix OpCo, LLC
12.	BETTER MATTERS	86756216 14-SEP-2015	5281793 05-SEP-2017	Registered	Misonix OpCo, LLC

	<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Grantor</b>
13.	BONESCALPEL	86374807 22-AUG-2014	4715865 07-APR-2015	Registered	Misonix OpCo, LLC
14.	THERASKIN	77746150 28-MAY-2009	3779405 20-APR-2010	Registered	Solsys Medical, LLC
15.	THERAGENESIS	77746159 28-MAY-2009	3829378 03-AUG-2010	Registered	Solsys Medical, LLC
16.	OSTEOSCULPT	77529601 23-JUL-2008	3583091 03-MAR-2009	Registered	Misonix OpCo, LLC
17.	SONASTAR	77410974 03-MAR-2008	3775329 13-APR-2010	Registered	Misonix OpCo, LLC
18.	THERAGAUZE	78818092 17-FEB-2006	3187259 19-DEC-2006	Registered	Solsys Medical, LLC
19.	SONICONE	76647416 26-SEP-2005	3373435 22-JAN-2008	Registered	Misonix OpCo, LLC
20.	MISONIX	76500292 25-MAR-2003	2812718 10-FEB-2004	Registered	Misonix OpCo, LLC