

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM817320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Misonix, LLC		05/22/2023	Limited Liability Company: DELAWARE
Solsys Medical, LLC		05/22/2023	Limited Liability Company: DELAWARE
Bioventus LLC		05/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LifeNet Health		
<b>Street Address:</b>	1864 Concert Dr		
<b>City:</b>	Virginia Beach		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23453		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3779405	THERASKIN	
<b>Registration Number:</b>	3829378	THERAGENESIS	
<b>Registration Number:</b>	3187259	THERAGAUZE	
<b>Registration Number:</b>	6211811	DESIGNED BY NATURE, MADE FOR HEALING	
<b>Registration Number:</b>	6190510	LIVING PROOF	
<b>Serial Number:</b>	90663280	THERAGRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6104070701		
<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>			
<b>Phone:</b>	6104070700		
<b>Email:</b>	tmde@ratnerprestia.com		
<b>Correspondent Name:</b>	John W. McGlynn		
<b>Address Line 1:</b>	2200 Renaissance Blvd, Suite 350		
<b>Address Line 4:</b>	King of Prussia, PENNSYLVANIA 19406		

OP \$165.00 3779405

<b>ATTORNEY DOCKET NUMBER:</b>	LNH-959
<b>NAME OF SUBMITTER:</b>	John W. McGlynn
<b>SIGNATURE:</b>	/jwm/
<b>DATE SIGNED:</b>	06/14/2023
<b>Total Attachments: 6</b> source=Intellectual Property Assignment Agreement#page1.tif source=Intellectual Property Assignment Agreement#page2.tif source=Intellectual Property Assignment Agreement#page3.tif source=Intellectual Property Assignment Agreement#page4.tif source=Intellectual Property Assignment Agreement#page5.tif source=Intellectual Property Assignment Agreement#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of May 22, 2023 (the “Effective Date”), is made by and between Misonix, LLC, a Delaware limited liability company (“Misonix”), Solsys Medical, LLC, a Delaware limited liability company (“Solsys”), Bioventus LLC, a Delaware limited liability company (“Bioventus”, and together with Misonix and Solsys, collectively, the “Assignors,” and each an “Assignor”), and LifeNet Health, a Virginia non-stock corporation (the “Assignee”) (each, a “Party,” and, together, the “Parties”).

RECITALS

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of May 10, 2023 (as amended, the “Purchase Agreement”), by and among the Assignors and the Assignee, the Assignors have agreed to sell, transfer and assign, and the Assignee has agreed to purchase and accept from the Assignors, among other things, the Assumed Owned Intellectual Property set forth on Exhibit A (the “Intellectual Property Assets”);

**WHEREAS**, the Parties have agreed to enter into this Agreement for the Assignors to sell, assign, convey and transfer all of their right, title and interest, in and to the Intellectual Property Assets attached hereto to the Assignee; and

**WHEREAS**, the execution and delivery of this Agreement at the Closing is contemplated by Sections 3.2(e) and 3.3(c) of the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

2. Assignment. Effective as of the Closing, the Assignors, on behalf of themselves and their Affiliates, hereby irrevocably sell, assign, transfer and deliver to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer and delivery from the Assignors of, all of the rights, title and interest of every kind and character in and to the Intellectual Property Assets (including the intent to use application for THERAGRAFT which is being assigned as part of the transaction contemplated by the Purchase Agreement), and all goodwill associated therewith, free and clear of all Encumbrances (other than Permitted Encumbrances), for the Assignee’s own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignors and their Affiliates if this assignment had not been made; and, in each case, together with all rights of priority and renewals, and to collect all royalties, products and proceeds in connection with any of the foregoing, all rights to sue or bring other causes of action or any other claims for, and to collect damages and other rights of recovery in connection with, any past, present and future infringement, misappropriation or other

violation thereof and all other claims relating to any such Intellectual Property Asset (regardless of whether arising prior to, as of, or after the date hereof or known or unknown), and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world, whether now or hereafter existing, in each case free and clear of all Encumbrances (other than Permitted Encumbrances).

3. Recordation. The Assignors hereby authorize and request the relevant officials of, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and each of their respective counterparts in any applicable jurisdiction in the world (each, an "IP Office"), to take all necessary actions to record the Assignee as the owner of any Intellectual Property Asset. The Assignors hereby acknowledge and agree that the Assignee, itself or through any designee (and, for clarity, any of its successors or assigns) shall have the right to record any short-form intellectual property assignment agreement(s) and other required documents, with any IP Office so as to record and perfect the assignment, and Assignee's (or any of its successors' or assigns') ownership of, the Intellectual Property Assets at the Assignee's sole cost and expense.

4. Further Assurances. The Assignors shall provide to the Assignee reasonable cooperation and assistance for which such Assignors are necessary and required, as may be reasonably requested by the Assignee from time to time and at the Assignee's sole cost and expense, including, without limitation, with the (i) execution and delivery of any instruments and documents to effect, confirm, perfect and record any assignments contemplated hereunder, (ii) preparation, filing and prosecution of any application for registration of any Intellectual Property Asset and the protection and enforcement thereof, (iii) assistance with prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise with respect to any Intellectual Property Asset, including, without limitation, testifying (in each case subject to availability of any applicable witness and at reasonable times and places) as to any facts relating to any such Intellectual Property Asset and this Agreement, and (iv) delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation and information with respect to any of the foregoing and to otherwise carry out the purposes of this Agreement.

5. Amendment. No amendment or waiver of any provision of this Agreement will be valid unless the same will be in writing and signed by each of the parties hereto. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver.

6. Governing Law; Consent to Jurisdiction. This Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to the principles of conflict of Laws thereof.

7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8. Counterparts. This Agreement may be executed in any number of counterparts, including by means of facsimile, email, or other electronic means, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Assignors and the Assignee have duly executed this Agreement as of the date first written above.

**THE ASSIGNORS:**

MISONIX, LLC

By: 

Name: Anthony D'Adamio

Title: Secretary

SOLSYS MEDICAL, LLC

By: 

Name: Anthony D'Adamio

Title: Secretary

BIOVENTUS LLC

By: 

Name: Anthony P. Bihl, III

Title: Interim Chief Executive Officer

**THE ASSIGNEE:**

LIFENET HEALTH

By: \_\_\_\_\_

Name: John Philip Jones

Title: Chief Financial Officer

*[Signature Page to the Intellectual Property Assignment Agreement]*

**IN WITNESS WHEREOF**, the Assignors and the Assignee have duly executed this Agreement as of the date first written above.

**THE ASSIGNORS:**

MISONIX, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOLSYS MEDICAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BIOVENTUS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE ASSIGNEE:**

LIFENET HEALTH

By:  \_\_\_\_\_

Name: John Philip Jones

Title: Chief Financial Officer

*[Signature Page to the Intellectual Property Assignment Agreement]*

**Exhibit A**  
**Intellectual Property**

Trademark Registrations and Applications:

<b>OWNER</b>	<b>TRADEMARK</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
Misonix, LLC.	THERASKIN	U.S.	77746150	3779405	04/20/2010
Misonix, LLC.	THERAGENESIS	U.S.	77746159	3829378	08/03/2010
Misonix, LLC.	THERAGAUZE	U.S.	78818092	3187259	12/19/2006
Misonix, LLC.	THERAGRAFT	U.S.	90663280	Pending	Pending
Misonix, LLC.	DESIGNED BY NATURE, MADE FOR HEALING	U.S.	88290880	6211811	12/01/2020
Misonix, LLC.	LIVING PROOF	U.S.	22890885	6190510	11/03/2020