IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: INVIVO THERAPEUTICS CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 24-10137 (MFW) (Jointly Administered) **Hearing Date: November 24, 2025 at 11:30 a.m. (ET)** **Obj. Deadline: November 12, 2025 at 4:00 p.m. (ET)**

LIQUIDATION TRUSTEE'S MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE, AUTHORIZING (I) DISTRIBUTIONS TO HOLDERS OF EQUITY SECURITY INTERESTS; (II) ENTRY INTO PAYING AGENT AGREEMENT WITH CONTINENTAL STOCK TRANSFER AND TRUST COMPANY; AND (III) GRANTING RELATED RELIEF

The Liquidation Trustee (the "Liquidation Trustee") of the InVivo Therapeutics Liquidation Trust (the "Trust") hereby files this motion (the "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and paragraph 5 of the Confirmation Order (as defined herein), authorizing (i) the Trust to make distributions to holders of equity security interests in the Debtors, (ii) the Trust to enter into that certain Paying Agent Agreement, dated as of October 20, 2025, by and between InVivo Therapeutics Liquidation Trust and Continental Stock Transfer & Trust Company ("CST," and such agreement, the "Agreement"), a copy of which is attached hereto as **Exhibit B**; and (iii) granting related relief. In support of this Motion, the Liquidation Trustee respectfully represents as follows:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Trustee consents to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rule 6004, and paragraph 5 of the Confirmation Order.

BACKGROUND

General Background

3. On February 1, 2024 (the "Petition Date"), InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. (collectively, the "Debtors") each commenced a voluntary case under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases").

4. On June 21, 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code and (II) Approving the Disclosure Statement on a Final Basis* [D.I. 246] (the "Confirmation Order") confirming the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 226] (as modified, supplemented and amended, including all

attachments and exhibits thereto, the "Plan").[2] On July 12, 2024, the Plan became effective and the Trust was established. *See* D.I. 270.

5. Pursuant to the Plan and Confirmation Order, the Liquidation Trustee is authorized to execute contracts and other agreements and make any and all distributions and transfers contemplated pursuant to, and as provided for in, the Plan. *See* Plan, art. IV.C.3 and IV.C.7; *see also* Confirmation Order ¶ 5.

6. As of the date of this Motion, the Liquidation Trustee has reconciled all claims filed against the Debtors. On August 26, 2025, the Liquidation Trustee filed the *Notice of Satisfaction of Claims*, indicating that all scheduled and filed claims against the Debtors estates have been satisfied. *See* D.I. 372. Estate assets remain available for the benefit of the Debtors' equity security holders. Accordingly, the Liquidation Trustee is prepared to issue distributions in accordance with the Plan to holders of claims in Class 6 – Interests (each, a "Holder" and collectively, the "Holders"). To effectuate the distributions to such Holders, the Liquidation Trustee has determined that it is in the best interest of the Debtors' estates, creditors and other stakeholders to enter into the Agreement with CST.

The Agreement

7. The Debtors are subject to various federal, state and local regulations, including rules promulgated by the United States Securities and Exchange Commission and the Internal Revenue Service. In light of the foregoing, the Liquidation Trustee has engaged CST, a reputable stock transfer company with expertise in, among other things, making distributions to holders of equity security interests, to assist with meeting his duties under the Plan and Confirmation Order.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Confirmation Order or Plan, as appropriate.

The Agreement provides that CST will undertake actions to meet certain of the Liquidation Trustee's obligations under the Plan, Confirmation Order and in satisfaction of securities laws and tax reporting obligations. Specifically, a summary of the salient terms of the Agreement are as follows:[3]

a. mail the Letter of Transmittal and related documents to the Holders;

b. receive certificates from the Holders representing the shares that they hold and all other instruments and communications in connection with the exchange, and ensure proper endorsement of each;

c. deliver checks to each Holder entitled to a distribution;

d. prepare and mail to each Holder a Form 1099-B and provide copies of such Forms 1099-B to the Liquidation Trustee;

e. provide the Trust a registry of checks issued to Holders, reflecting the payee, payment date, payment amount and check number of each distribution;

f. after the first anniversary of the date distributions are issued, endeavor to locate Holders who have not surrendered their shares to facilitate the surrender of such shares;

g. in exchange for CST's provision of services, the Trust will compensate CST in the amount of $5,800, which includes the amount to be paid to DTC to facilitate distributions to Holders at the beneficial holder level; and

h. CST shall be indemnified from and against any and all losses, claims, damages and liabilities that may arise out of or in connection with the Agreement and its performance of duties hereunder except to the extent any such losses, claims, damages or liabilities arise from CST's willful misconduct or gross negligence.

RELIEF REQUESTED

8. By this Motion, the Liquidation Trustee requests entry of an order, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rule 6004 and paragraph 5 of the

[3] This summary of the Agreement is not intended to be an exhaustive list of all actions to be undertaken by CST, and the Agreement should be consulted for the full agreement between CST and the Liquidation Trustee for purposes of effectuating distributions in accordance with the Plan to the Holders.

Confirmation Order, authorizing (i) the Trust to make distributions to holders of equity security interests in the Debtors, (ii) the Trust's entry into the Agreement with CST, and (iii) granting related relief.

BASIS FOR RELIEF

A. The Liquidation Trustee Has Satisfied Section 363(b) of the Bankruptcy Code.

9. Section 363(b)(1) of the Bankruptcy Code provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code provides: "The Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The Confirmation order states,

> The Debtors and the Liquidation Trustee each, to the extent applicable and in accordance with the terms and conditions of the Plan, are authorized to (i) execute, deliver, file, and/or record such documents, contracts, instruments, releases, and other agreements, (ii) make any and all distributions and transfers contemplated pursuant to, and as provided for in, the Plan, and (iii) take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan.

Confirmation Order ¶ 5.

10. To approve the use, sale, or lease of property outside the ordinary course of business, the Court must find "some articulated business justification" for the proposed action. *See In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 145–47 (3d Cir. 1986) (implicitly adopting the "articulated business justification" and good-faith tests of *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983)); *see also In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 175–76 (D. Del. 1991) (concluding that the Third Circuit had adopted a "sound business purpose" test in *Abbotts Dairies*); *Titusville Country Club v. PennBank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *In re Indus. Valley Refrigeration & Air Conditioning Supplies, Inc.*, 77 B.R. 15, 19 (Bankr. E.D. Pa. 1987).

11. The Liquidation Trustee submits that a sound business purpose exists for the Trust to make distributions from estate assets to Holders and to use the services of CST to do so. Pursuant to the Plan, if all Allowed Claims in the creditor classes under the Plan are satisfied in full, the Holders are entitled to their pro rata share of the Liquidation Trust Assets. *See* Plan, Art. IV.C.6.ii (setting forth the treatment of Class 6 Interests). Indeed, the Debtors and/or Trust has satisfied all such Allowed Claims, *see* D.I. 372, and Liquidation Trust Assets remain available for distribution to equity security holders.

12. CST has acted as the transfer agent with respect to the transfer of securities in the Debtors. In that role, CST has acquired familiarity with and has expertise executing necessary functions that would assist the Liquidation Trustee with efficiently distributing the remaining Liquidation Trust Assets to holders of Allowed Class 6 Interests. CST's experience also includes handling routine communications with the Holders, such that the use of CST's services would greatly increase the likelihood that the Holders actually receive notice of any distributions by familiar means. Further, the Agreement provides that CST will assist the Liquidation Trustee with related administrative obligations in connection with issuing distributions to the Holders, including, but not limited to, delivering checks and providing a register of such checks to the Liquidation Trustee, issuing pertinent tax forms to recipients of distributions, and holding undeposited distribution checks for a period of time in the event a Holder cannot be located at the time the Trust issues distributions.

13. For the foregoing reasons, the Liquidation Trustee respectfully submits that the Trust's entry into the Agreement is a sound exercise of business judgment and should be approved.

B. Waiver of the 14-Day Waiting Period Under Bankruptcy Rule 6004(h) Is Appropriate.

14. Finally, the Liquidation Trustee requests a waiver of the 14-day stay that would otherwise apply pursuant to Bankruptcy Rule 6004(h). Doing so will allow the Liquidation Trustee

and CST to promptly effectuate the transactions contemplated by the Agreement and thereby benefit the Debtors' estates and stakeholders. Accordingly, the Court should approve the waiver of the 14-day stay under Bankruptcy Rule 6004(h), to the extent applicable.

NOTICE

15. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Securities Exchange Commission; (iii) the Depository Trust Company; (iv) CST; and (v) all parties who, as of the filing of this Motion, have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Liquidation Trustee submits that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Liquidation Trustee respectfully requests that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: October 29, 2025
Wilmington, Delaware

LANDIS RATH & COBB LLP

/s/ Joshua B. Brooks

Matthew B. McGuire (No. 4366)
Joshua B. Brooks (No. 6765)
George A. Williams III (No. 6964)
919 Market Street, Suite 1800
Wilmington, Delaware 19801
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Counsel to the Liquidation Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: INVIVO THERAPEUTICS CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 24-10137 (MFW) (Jointly Administered) **Hearing Date: November 24, 2025 at 11:30 a.m. (ET)** **Obj. Deadline: November 12, 2025 at 4:00 p.m. (ET)**

NOTICE OF MOTION

TO: (a) the Office of the United States Trustee (Attn: Joseph Cudia, Esq.); (b) the United States Securities and Exchange Commission; (c) the Depository Trust Company; (d) Continental Stock Transfer and Trust Company; and (e) all parties who have requested notice pursuant to Federal Rules of Bankruptcy Procedure rule 2002.

PLEASE TAKE NOTICE that on October 29, 2025, the Liquidation Trustee of the InVivo Therapeutics Liquidation Trust, filed the *Motion of the Liquidation Trustee for Entry of an Order Authorizing (I) Distributions to Holders of Equity Security Interests; (II) Entry into Paying Agent Agreement with Continental Stock Transfer and Trust Company; and (III) Granting Related Relief* (the "Motion").[2]

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion must be filed with the United States Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **November 12, 2025 at 4:00 p.m. (ET).**

At the same time, you must also serve a copy of the objection upon the undersigned counsel so as to be **received no later than 4:00 p.m. (ET) on November 12, 2025.**

A HEARING ON THE MOTION WILL BE HELD ON **NOVEMBER 24, 2025 at 11:30 A.M. (ET)** BEFORE THE HONORABLE MARY F. WALRATH, UNITED STATES BANKRUPTCY COURT JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM 4, WILMINGTON, DELAWARE 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

[2] Capitalized terms utilized but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Dated: October 29, 2025
Wilmington, Delaware

LANDIS RATH & COBB LLP

/s/ Joshua B. Brooks

Matthew B. McGuire (No. 4366)
Joshua B. Brooks (No. 6765)
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Counsel for the Liquidation Trustee

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: INVIVO THERAPEUTICS CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 24-10137 (MFW) (Jointly Administered) **Ref. No. ___**

ORDER GRANTING THE LIQUIDATION TRUSTEE'S MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE, AUTHORIZING (I) DISTRIBUTIONS TO HOLDERS OF EQUITY SECURITY INTERESTS, (II) ENTRY INTO PAYING AGENT AGREEMENT WITH CONTINENTAL STOCK TRANSFER, AND (III) GRANTING RELATED RELIEF)

Upon the *Liquidation Trustee's Motion for Entry of an Order, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, Authorizing (I) Distributions to Holders of Equity Security Interests, (II) Entry Into Paying Agent Agreement with Continental Stock Transfer, and (III) Granting Related Relief* (the "Motion");[2] and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Motion has been given; and it appearing that the relief requested by the Motion is necessary and appropriate and in the best

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

interests of the Debtors' estates and their creditors; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The Liquidation Trustee is authorized to, consistent with the Plan and Confirmation Order, issue distributions from the assets of the Trust to holders of Allowed Class 6 Interests.

3. The Liquidation Trustee is authorized to execute the Agreement with CST and use the services of CST to effectuate distributions to holders of Allowed Class 6 Interests and assist with related administrative tasks.

4. The Liquidation Trustee and CST are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: _____, 2025
Wilmington, Delaware

_____
THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Agreement

PAYING AGENT AGREEMENT

Between

InVivo Therapeutics Holdings Corp.

And

Continental Stock Transfer & Trust Company

InVivo Therapeutics Holdings Corp.
c/o Matthew Foster, Liquidation Trustee
4442 East Ivy Street
Mesa, AZ 85205

Paying Agent Agreement

October __, 2025

Continental Stock Transfer & Trust Company
1 State Street Plaza, 30th Floor
New York, NY 10004
Attention:

Gentlemen:

InVivo Therapeutics Holdings Corp., a Delaware corporation (the "Company"), hereby requests that you act as Paying Agent with respect to distributions to equity interest holders (the "Distribution") of shares of Common Stock, $_____ par value per share (the "Shares") The Company currently expects to effectuate the Distribution to holders of the Shares on or about November 30, 2025 (the "Distribution Date").

The Company hereby appoints you to act as the Paying Agent (the "Agent") in connection with the Distribution and authorizes you to act in such capacity, subject to your acceptance hereof. You hereby agree that, in carrying out your duties as Agent in connection with the Distribution, you are agent for the Company. You also hereby agree that your authority and actions as Agent shall be governed by the terms of the Letter of Transmittal and this Agreement. In carrying out your duties as Agent, you shall act as follows:

1. Distribution of Materials. The Company shall make available to you a sufficient supply of the documents to be mailed to the holders of the Shares ("Security Holders"), including all amendments and supplements thereto, the Letter of Transmittal, the letter to Security Holders, and other related documents to comply with requests for additional copies of such documents. You will cause these documents to be mailed to each Security Holder as soon as practicable after the Distribution Date.

2. Information and Reports. You will forward to the Company, at the address listed below, a periodic report of the items presented for exchange.

Matthew Foster
4442 East Ivy Street
Mesa, AZ 85205
(480) 825-6650
mfoster@sonorancap.com

3. Tax Reporting. (a) On or before February 15, 2026, you will prepare and mail to each holder, other than holders who demonstrate their status as nonresident aliens in accordance with United States Treasury Regulations, a Form 1099-B reporting any cash payments, in accordance with United States Treasury Regulations. You will also prepare and file copies of such Forms 1099-B by magnetic tape with the Internal Revenue Service, in accordance with United States Treasury Regulations.

(b) If you have not received notice from the surrendering holder of that holder's certified Taxpayer Identification Number, you shall deduct and withhold backup withholding tax from any cash payment made pursuant to Internal Revenue Code regulations.

(c) Should any issue arise regarding federal income tax reporting or withholding, you will take such action as the Company instructs you in writing.

4. Delivery of Checks. All checks, other than checks delivered at your window or to the Book-Entry Transfer Facilities, shall be forwarded by first class mail.

5. Follow-Up Mailings. After the first anniversary of the Effective Time, for the purpose of facilitating the surrender of certificated Shares, Agent may use the services of a stockholder locating service provider selected by the Agent to locate and contact holders who have not surrendered their Shares, including lost stockholders, which provider has agreed to compensate Agent for processing and other services Agent provides in connection with such locating services. Such provider shall inform any such located or unexchanged stockholder that they may choose either (a) to contact Agent directly to surrender their certificated Shares, at no charge or (b) to utilize the services of such provider for a fee, which may not exceed the maximum statutory fee permitted by the applicable state jurisdiction. If the Company requires Agent to work with a locating service provider other than the one selected by the Agent, additional fees may apply.

6. Compensation of Paying Agent. For your services as Agent hereunder, you shall be entitled to compensation in accordance with Exhibit B. The Company will also reimburse you for your reasonable out-of-pocket expenses (including, but not limited to, counsel fees) in connection with your services hereunder.

7. Duties of Agent. As Agent hereunder you:

(a) shall have no duties or obligations other than those specifically set forth herein or as may be subsequently be agreed to in writing by you and the Company and no implied duties or obligations shall be read into this agreement against you.

(b) shall not be regarded as making any representations as to, and shall have no responsibility for the legality, validity, sufficiency, value or genuineness of any certificates for Shares;

(c) shall not be obligated to take any legal action hereunder which might in your sole judgment require you to risk your own funds or incur any liability, unless you shall have been furnished with indemnity satisfactory to you;

(d) may rely on and shall be protected in acting in reliance upon any certificate, instrument, opinion, notice, letter, facsimile transmission, telex, telegram or other document or security delivered to you and believed by you to be genuine and to have been signed by the proper party or parties;

(e) may rely on and shall be protected in acting in reliance upon the oral or written instructions of the Company or any other employee or representative of the Company designated by such person with respect to any matter relating to your actions as Agent hereunder;

(f) may consult counsel satisfactory to you (including your in-house counsel and the Company counsel) and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by you hereunder in good faith and in accordance with such advice or opinion of such counsel;

(g) shall have no obligation to make any payment as the Agent unless the Company shall have provided the necessary available funds to make such payments;

(h) shall not be liable or responsible for any failure of the Company to comply with any of its obligations relating to the Distribution, including without limitation obligations under applicable securities laws;

(i) may perform any of your duties hereunder either directly or through agents or attorneys and you shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with reasonable care by you hereunder; and

(j) shall not be liable for any error in judgment made in good faith by any officer, director, employee, agent or attorney in the course of performance under this Agreement, unless it shall be proven that such officer, director, employee, agent or attorney was grossly negligent or acted with willful misconduct.

8. Indemnity. The Company hereby covenants and agrees to indemnify and to hold harmless you and your officers, directors, employees, affiliates, agents and controlling persons from and against any and all losses, claims, damages and liabilities to which any such person may become subject arising out of or in connection with this Agreement or the performance of your duties hereunder or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any of such indemnified parties is a party thereto, and to reimburse each of such indemnified parties upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing; provided that the foregoing indemnity will not, as to any indemnified party, apply to losses, claims, damages, liabilities or related expenses to the extent arising from the willful misconduct or gross negligence of such indemnified party. In the event of the assertion against any indemnified party of any such claim or the commencement of any such action or proceeding you shall, promptly after receiving notice of any assertion or the commencement of any such action or proceeding, notify the Company by letter (or facsimile confirmed by letter) of the fact of such assertion and/or commencement and failure to so notify shall not relieve the Company of any liability for indemnification with respect to such assertion or claim except to the extent the Company is prejudiced by such failure. In the event of such assertion or commencement, the Company shall be entitled to participate in such action or proceeding and in the investigation of such claim and, after written notice from Company to you, to assume the investigation or defense of such claim, action or proceeding with counsel of the Company's choice at the sole expense of the Company. Notwithstanding any election by the Company to assume the defense or investigation of such claim, action or proceeding, you shall have the right to employ separate counsel at the Company's expense, if in the opinion of counsel to you, use of counsel of the Company's choice could reasonably be expected to give

rise to a conflict of interest. The provisions contained in this paragraph shall remain in full force and effect and shall survive the termination of this Agreement.

9. Termination of Agreement. Unless terminated earlier by the parties hereto, this Agreement shall terminate either (a) upon the exchange of all Shares or (b) at the option of the Company or the Agent. Upon any termination of this Agreement, the Agent shall promptly deliver to the Company any certificates, funds or other property then held by the Agent. After such time, any party entitled to such certificates, funds or property shall look solely to the Company and not the Agent therefor, and all liability of the Agent with respect thereto shall cease. Sections 6, 7, and 8 hereof shall survive any termination of this Agreement.

10. Modification. The instructions contained herein may be modified or supplemented in writing by an executive officer of the Company or any other person identified to you by any such executive officer as being authorized to give any notice, approval or waiver on its behalf and agreed to by you, provided, however, you shall not be required to accept any modification which you, in your sole discretion, believe affects your rights, duties or immunities under this Agreement.

11. Assignment. None of the parties hereto shall assign this Agreement or its obligations hereunder, unless such party shall have obtained the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement and the appointment as Agent hereunder shall inure to the benefit of, and the obligations created thereby shall be binding upon, the successors and permitted assigns of the parties hereto.

12. Interpretation. (a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

(b) Any inconsistency between this Agreement and the terms of the Merger, as they may from time to time be amended, shall be resolved in favor of the Merger Agreement, except with respect to the duties, liabilities and indemnification of you as Agent.

(c) Section headings have been inserted herein for convenience of reference only, are not a part of this Agreement, and shall not be used in any way in the interpretation of any of the provisions hereof.

(d) Counterparts. This Agreement may be executed in separate counterparts, each of which when executed and delivered shall be an original, but all of which shall together constitute but one and the same instrument.

(e) If any provision of this Agreement shall be held illegal, invalid or unenforceable by any court, this Agreement shall be construed and enforced as if such provision had not been contained herein and shall not be deemed an Agreement among us to the full extent permitted by applicable law.

13. No provision of this Agreement may be amended, modified and waived, except in writing signed by all the parties hereto.

14. It is understood and agreed that the securities, money or property to be deposited with or received by you as Agent (the “Property”) constitute a special, segregated account, held solely for the benefit of the Company and shareholders surrendering Shares, and the Property shall not be commingled with the money, assets or properties of you or any other person, firm or

corporation. You hereby waive any and all rights of lien, attachment or set-off whatsoever, if any, against the Property so to be deposited, whether such rights arise by reason of the statutory common law of New York, contract or otherwise.

15. All notices, instructions and communication under this Agreement shall be in writing, shall be effective upon receipt and shall be addressed, if to the Company, to Matthew Foster, Liquidation Trustee of the InVivo Therapeutics Liquidation Trust, 4442 East Ivy Street, Mesa, AZ 85205, or, if to the Paying Agent, to Continental Stock Transfer & Trust Company, 1 State Street-30th Floor, New York, NY 10004, Attention: Compliance Department, or to such other address as a party hereto shall notify the other party.

16. The parties hereto acknowledge that in accordance with Section 326 of the USA Patriot Act you, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens and account with the Agent. The parties to this Agreement agree that they will provide you with such information as it may request in order to satisfy the requirements of the USA Patriot Act.

Please acknowledge receipt of this Agreement hereto and confirm the arrangements herein provided by signing and returning the enclosed copy to the Company, whereupon this Agreement and the terms and conditions herein provided shall constitute a binding Agreement among us.

Very truly yours,

InVivo Therapeutics Holdings Corp.

By: _____
Name: Matthew Foster
Title: Liquidation Trustee of the InVivo Therapeutics Liquidation Trust

Accepted and agreed to as
of the date first above written:

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,
as Paying Agent

By: _____
Name:
Title: Vice President

Exhibit A

Wire Instructions

ACCOUNT NAME
CST AAF _____
BANK
JPMorgan Chase Bank
4 Metrotech Center, 14th Floor
Brooklyn, NY 11245

ACCOUNT#
XXX-XXXXXX

ABA#
021000021

SWIFT CODE
CHASUS33

Reference: _____
Attn: Henry Farrell

SECONDARY CONTACT:
Henry Farrell
Vice President
Continental Stock Transfer & Trust Company
Company Corporate Actions Services
1 State Street, 30th Floor
0: (212) 845-3277
E: hfarrell@continentalstock.com

Exhibit B

Paying Agent Fee Schedule

A. FEES FOR SERVICES

Administration	TBD
Drafting and setting of letter of transmittal and ancillary documents	At Cost
Printing, sorting and enclosing of offer documents for mailing	At Cost
Postage	At Cost

*The above fees exclude out-of-pocket expenses and assume the use of Continental's standard Depositary Agent Agreement. This Fee Schedule is based upon information provided to date and may be subject to change.

B. SERVICES COVERED

- A designated administrator to carry out Depositary Agent duties, including
- document review and execution of depositary agent agreement, review of letters
- of transmittal ("LTs") and communication materials, project management, and on-
- going project updates and reporting
- Converting the target company stockholder records to Continental's corporate
- actions system
- Coordination with DTCC (as needed)
- KYC, OFAC and USA Patriot Act due diligence review
- Receiving, opening and processing returned LTs
- Curing defective LTs, including telephoning and writing stockholders in
- connection with unsigned or improperly executed LTs
- Canceling surrendered certificates
- Responding to stockholder telephone, email and correspondence inquiries
- Issuing tax forms and filing tax information with the IRS, as required
- Enclosing and mailing Forms 1099, and letters or notices to stockholders
- Replacing checks alleged to have been lost or destroyed

C. ITEMS NOT COVERED

- All out-of-pocket expenses will be billed as incurred
- Review of IRS Form W-8IMY or foreign tax documents
- Copies of tendered documents
- Conversion of non-standard stockholder records
- Tabulation of Employee Plans

D. ASSUMPTIONS

- Fee Schedule is based upon information known at this time about the transaction
- Significant changes made in the terms or requirements of this transaction could
- require modifications to this Fee Schedule
- Continental will coordinate the printing and mailing of stockholder transmittal
- and offer materials
- Number of stockholders – approximately 130
- Stockholders have been issued securities that must be tendered to Continental. If
- such securities are not included in the letter of transmittal documentation
- presented for payment, the security holder will furnish a bond of indemnity
- and/or an approved Affidavit of Loss to Continental
- Stockholders with uncertificated positons (if any) are required to submit a
- completed letter of transmittal and tax form in order to make a good order tender
- The letter of transmittal will include a W-9 or substitute W-9 form
- All required tax reporting will be on a Form 1099
- Stockholder records are to be provided on excel spreadsheet
- The stockholder records will include stockholder name, address, share total, and
- an indicator of certificated or uncertificated (as applicable)