IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
INVIVO THERAPEUTICS CORPORATION, *et al.* [1]	Case No. 24-10137 (MFW)
Debtors.	(Jointly Administered)
	Ref. No. 223 & 259

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF CERTAIN ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

Upon the *Motion of Debtors for Entry of Orders: (A)(I) Approving Bidding Procedures Relating to the Sale of Substantially Al of the Debtors' Assets, (II) Approving Stalking Horse Bid Protections, (III) Scheduling a Hearing to Consider the Sale, (IV) Approving the Form and Manner of Notice of Sale by Auction, (V) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (VI) Granting Related Relief; and (B)(I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 118, filed February 1, 2024 (the "Motion"),[2] of the above-captioned debtors and debtors-in-possession (the

[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 used but not defined herein shall have the same meanings given to such terms as in the Globus APA (as defined herein), the Bidding Procedures (as defined herein), and/or the Motion, as applicable.

"Debtors"), pursuant to sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (as amended or modified, the "Bankruptcy Code"), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 6004-1 of the Local Rules (the "Local Rules") of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") for entry of an order (this "Sale Order") (i) authorizing and approving the sale (the "Sale") of certain of the Debtors' assets free and clear of all liens, claims, encumbrances and interests under the terms of that certain Asset Purchase Agreement dated as of June 12, 2024, by and among the Debtors and Globus Medical, Inc. (the "Purchaser"), substantially in the form attached hereto as **Exhibit A** (as may be subsequently amended, restated, or otherwise modified in accordance with its terms and the terms of this Sale Order, the "Globus APA"), (ii) authorizing and approving the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases (as defined in the Globus APA, the "Assumed Executory Contracts") identified by the Purchaser and more fully described in the APA, in each case subject to payment of Cure Costs (as defined in the Globus APA), and (iii) granting related relief; this Court having entered the Bidding Procedures Order (as defined below) on February 22, 2024 [D.I. 79]; the Purchaser having been selected as the Successful Bidder in accordance with the Bidding Procedures Order (as defined below); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Motion, the Sale, the Globus APA, and this Sale Order; and this Court having reviewed and considered the Motion and all objections thereto, and the arguments of counsel made, and the evidence adduced, at the Sale Hearing; and all objections and responses to the relief requested in the Motion having been heard and overruled, withdrawn, or resolved on the terms set forth in this Sale Order; and it appearing that the relief requested in the Motion is in the best interest of the Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the

Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon the entire record of the Sale Hearing, and after due deliberation thereon, and good cause appearing therefor:

THE COURT HEREBY FINDS THAT:[3]

Jurisdiction, Final Order and Statutory Predicates

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

B. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of this Sale Order as set forth herein.

D. The statutory predicates for the relief sought in the Motion are Bankruptcy Code sections 105(a), 363, 365, 503, and 507, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014, and the applicable Local Rules.

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Bidding Procedures

E. On February 22, 2024, this Court entered the *Order: (A) Approving Bid Procedures Relating to the Sale of Substantially All of the Debtors' Assets, (B) Approving Stalking Horse Bid Protections, (C) Scheduling a Hearing to Consider the Sale, (D) Approving the Form and Manner of Notice of Sale by Auction, (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (F) Granting Related Relief* (the "Bidding Procedures Order") [D.I. 79], which, among other things, (i) established procedures in connection with the sale of the Debtors' assets (the "Bidding Procedures"), (ii) approved procedures relating to the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases (the "Contract Procedures"), (iii) scheduled an auction (the "Auction") and the Sale Hearing and approved the form and manner of notice thereof, and (iv) granted related relief.

F. As demonstrated by (i) the testimony and other evidence submitted by declaration and adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, all aspects of the Sale process have been conducted in compliance with the Bidding Procedures and Bidding Procedures Order.

Notice of the Sale, Auction and the Cure Payments

G. Actual written notice of the Sale Hearing, the Auction, the Motion, the Sale, the assumption, assignment and/or transfer of the Assumed Executory Contracts, the Proposed Cure Amounts (as defined below), and all deadlines related to the foregoing, and a reasonable opportunity to object or be heard with respect thereto, and to the entry of this Sale Order, has been afforded to all known interested persons and entities entitled to receive such notice, including, but not limited to, the following parties: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Purchaser; (c) the creditors holding the twenty (20) largest unsecured claims as set forth on the consolidated list filed with the Debtors' petitions; (d) all taxing authorities

having jurisdiction over any of the Acquired Assets subject to the Sale, including the Internal Revenue Service; (e) the Environmental Protection Agency; (f) the Securities Exchange Commission; (g) the Food and Drug Administration; (h) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (i) all of the Debtors' known creditors; (j) all parties to the Assumed Executory Contracts; (k) all parties that have requested notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bidding Procedures Order; (l) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Acquired Assets; and (m) any Potential Bidders previously identified or otherwise known to the Debtors.

H. The Debtors published notice of the Auction and Sale in the national edition of the *The New York Times* on or about February 26, 2024.

I. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served notice and any additional cure notice (collectively, the "Cure Notice") [D.I. 113] upon all of the non-debtor counterparties (the "Contract Parties") to the Debtors' Executory Contracts, including the Assumed Executory Contracts, setting forth: (i) the contract(s) and/or lease(s) that may be assumed by the Debtors and assigned to the Purchaser; (ii) the name and address of the Contract Parties thereto; (iii) notice of the proposed effective date of the assignment (subject to the right of the Purchaser in its sole and absolute discretion to withdraw such request for assumption and assignment of any Assumed Executory Contract(s) prior to the Closing Date); (iv) the amount, if any, determined by the Debtors to be necessary to be paid to cure and compensate for any existing default in accordance with Bankruptcy Code sections 365(b) and 365(f)(2) under each Executory Contract, including the Assumed Executory Contract (collectively, the "Proposed Cure Amounts"); and (v) the deadlines by which any such Contract Party must file an objection to the proposed assumption and assignment of any Assumed Executory Contract.

J. The service of such Cure Notice (i) was good, sufficient and appropriate under the circumstances of the Chapter 11 Cases; (ii) provided such counterparties with a full and fair opportunity to object to such assumption, assignment, or transfer and to the Proposed Cure Amounts set forth in the Cure Notice; and (iii) was in compliance with the Bidding Procedures Order and applicable provisions of the Bankruptcy Rules and Local Rules. Accordingly, no other or further notice need be given in connection with such assumption, assignment, or transfer or with respect to the Proposed Cure Amounts.

K. As evidenced by the affidavits of service previously filed with this Court and as approved under the Bidding Procedures Order: (i) due, proper, timely, adequate and sufficient notice of the Sale Hearing, the Auction, the Motion, the Sale, and the assumption, assignment and/or transfer of the Assumed Executory Contracts, the Proposed Cure Amounts, all deadlines related to the foregoing, and the entry of this Sale Order has been provided to all parties-in-interest; (ii) such notice was, and is, good, sufficient and appropriate under the circumstances of the Chapter 11 Cases, provided a fair and reasonable opportunity for parties-in-interest to object, and to be heard, with respect thereto, and was provided in accordance with Bankruptcy Code sections 102(1), 363 and 365, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008 and 9014, the applicable Local Rules, and the Bidding Procedures Order; and (iii) no other or further notice of with respect to such matters is necessary or shall be required.

Business Judgment

L. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and other transactions contemplated by the Globus APA and the other Transaction Documents (as defined in the APA), including, without limitation, the assumption, assignment, and/or transfer of the Assumed Executory Contracts (the Sale, the assumption, assignment, and/or transfer of the

Assumed Executory Contracts, and the other transactions contemplated by the APA being referred to collectively herein as the "Transaction") pursuant to Bankruptcy Code sections 363 and 365, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors.

Good Faith of the Purchaser; No Collusion

M. The Purchaser is not an insider (as that term is defined in Bankruptcy Code section 101(31)) of the Debtors.

N. The Purchaser is purchasing the Acquired Assets in good faith, and is a good faith purchaser, within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser is therefore entitled to the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code, and the Purchaser has otherwise proceeded in good faith in all respects in connection with the Transaction in that, *inter alia*: (i) the Purchaser recognized that the Debtors was free to deal with any other party interested in acquiring the Acquired Assets; (ii) the Purchaser complied with the provisions in the Bidding Procedures Order; (iii) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (v) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (vi) no common identity of directors or controlling stockholders exists between the Purchaser, on the one hand, and the Debtors, on the other hand; and (vii) the negotiation and execution of the Globus APA, and the other Transaction Documents were at arms' length and in good faith.

O. Neither the Debtors, the Purchaser, nor any of their respective Affiliates or Representatives (each as defined in the Globus APA), has engaged in any conduct that would cause

or permit the Globus APA, or any of the other Transaction Documents, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any person in connection therewith.

Highest and Best Offer

P. In accordance with the Bidding Procedures Order, the Globus APA was deemed a Qualified Bid (as defined in the Bidding Procedures Order) and the Purchaser was a Qualified Bidder (as defined in the Bidding Procedures Order).

Q. The Debtors conducted a marketing and auction process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The marketing and auction process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets, and Debtors afforded potential purchasers a full and fair opportunity to make higher and better offers for the Acquired Assets.

R. The Globus APA constitutes the highest or otherwise best offer for the Acquired Assets, and will provide a greater overall recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Globus APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment. The Globus APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of the Chapter 11 Cases. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic or other value to the Debtors' estates than the Purchaser. Approval of the Globus APA and the relief requested in the Motion, and the prompt consummation of the Transaction contemplated thereby, is in the best interests of the Debtors, their creditors, their estates and other parties-in-interest.

No Fraudulent Transfer; Not a Successor

S. The Globus APA was not entered into for the purpose of hindering, delaying or defrauding creditors of the Debtors under applicable law, and none of the parties to the Globus APA or any of the other Transaction Documents are consummating the Transaction with any fraudulent or otherwise improper purpose. The purchase price for the Acquired Assets constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable Laws of the United States, any state, territory or possession of the United States or the District of Columbia.

T. Except as expressly set forth in the Globus APA, the Purchaser shall have no Liability (as defined in the Globus APA), responsibility, or obligations of any kind or nature whatsoever for any Interest (as defined below) of or against the Debtors, or otherwise related to the Acquired Assets, by reason of the transfer of the Acquired Assets to the Purchaser. The Purchaser is not acquiring or assuming any Interest, except as expressly set forth in the Globus APA.

U. The Purchaser, by virtue of the Sale, (i) is not a successor (and shall not be deemed a successor) to the Debtors or their estates by reason of any theory of law or equity, (ii) has not, *de facto* or otherwise, merged with or into the Debtors, (iii) is not a continuation or substantial constitution, and is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses, or operations, and (iv) does not have a common identity of incorporators, directors or equity holders with the Debtors.

Validity of Transfer

V. Subject to the entry of this Sale Order, the Debtors have full corporate power and authority (i) to perform all of their obligations under the Globus APA and the other Transaction

Documents, and the Debtors' prior execution and delivery thereof and performance thereunder, is hereby ratified in full, and (ii) to consummate the Transaction. The Globus APA and the other Transaction Documents, and the Transaction contemplated thereby, have been duly and validly authorized by all necessary corporate action. No further consents or approvals are required for the Debtors to consummate the Transaction or otherwise perform their obligations under the Globus APA or the other Transaction Documents, except in each case as otherwise expressly set forth in the Globus APA or applicable Transaction Documents.

W. As of the Closing Date, the transfer of the Acquired Assets to the Purchaser, including, without limitation, the assumption, assignment and transfer of the Assumed Executory Contracts, will be a legal, valid, and effective transfer thereof, and vests the Purchaser with all right, title, and interest of the Debtors in and to the Acquired Assets and the Assumed Executory Contracts, free and clear of all Interests (as defined below) accruing or arising any time prior to the Closing Date, except as expressly set forth in the Globus APA with respect to the Assumed Liabilities.

Section 363(f) Is Satisfied

X. The Purchaser would not have entered into the Globus APA and would not consummate the Transaction contemplated thereby if the sale of the Acquired Assets, including the assumption, assignment and transfer of the Assumed Executory Contracts, to the Purchaser were not free and clear of all Interests of any kind or nature whatsoever (except as expressly set forth in the Globus APA with respect to Assumed Liabilities), or if the Purchaser, any of its Affiliates or Subsidiaries (as defined in the Globus APA), or any of their respective Representatives, would, or in the future could, be liable for any of such Interests (except as expressly set forth in the Globus APA with respect to Assumed Liabilities).

Y. The Debtors may sell or otherwise transfer the Acquired Assets free and clear of all Interests because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges or asserts an Interest, in the same order of priority, with the same validity, force and effect, that such creditor had immediately prior to the Petition Date, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Z. As used in this Sale Order, the term "Interest" includes, in addition to the types of claims described in paragraph AA below, all of the following, in each case to the extent against or with respect to the Debtors or in, on, or against or with respect to any of the Acquired Assets: liens (as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, Liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, licenses, rights to obtain or continue licenses (whether pursuant to contract or applicable law, including Section 365(n) of the Bankruptcy Code, or otherwise), post-termination rights and remedies arising under any contract or agreement of any Debtor other than under Assumed Executory Contracts in accordance with the Globus APA, rights of first refusal, rights of setoff (except for setoffs exercised prior to the Petition Date), or interests of any kind or nature whatsoever, whether known or unknown, legal or

equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, whether imposed by agreement, understanding, Law, equity or otherwise, including, but not limited to, (i) Interests that purport to give to any person a right or option to effect a setoff against or any forfeiture, modification or termination of the Debtors' interests in the Acquired Assets, or any similar rights; (ii) Interests arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, contracts, licenses, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, (iii) Interests that are or constitute, or that arise in connection with or with respect to, any Excluded Liability; (iv) Interests that arise from or in connection with any bulk sales or similar law, and (v) Interests arising under or in connection with any acts, or failures to act, of the Debtors or any of the Debtors' predecessors, Affiliates, or Subsidiaries, or any of their respective Representatives, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or other applicable state or Federal securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable Law or otherwise.

AA. Except as expressly set forth in the Globus APA, and without limiting the nature or scope of paragraph Z above, to the greatest extent allowed by applicable law, the transfer of the Acquired Assets, including the assumption, assignment and/or transfer of the Assumed Executory Contracts, to the Purchaser will not subject the Purchaser, or its Affiliates or Subsidiaries, or any of their respective Representatives to, or subject any Acquired Asset to or provide recourse for, any Liability or Lien (as defined below) whatsoever with respect to the operation or condition of the Debtors' business or any of the Acquired Assets prior to or at the Closing or with respect to

any facts, acts, actions, omissions, circumstances or conditions existing, occurring or accruing with respect thereto prior to or at the Closing Date, including, without limitation, any Liability or Lien arising from any of the following: (i) any employment or labor agreements, consulting agreements, severance arrangements, change in control agreements or other similar agreements to which the Debtors are or were parties, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including without limitation, any paid-time-off or pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs and any obligations with respect thereto that arise from the Employee Retirement Income Security Act of 1974, the Fair Labor Standard Act, Title VII of the Civil rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environment liabilities, debts, claims or obligations which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act or any Environmental Laws, (vi) products liability or warranties, (vii) any bulk sales or similar law, (viii) any litigation by or against the Debtors and (ix) the Laws of the United States, any state, territory or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity, including, without limitation, any theory of antitrust, products liability, or successor, vicarious or transferee liability. For the avoidance of doubt, the Liabilities and Liens set forth in this paragraph are included in the defined term "Interests" for all purposes of this Sale Order.

BB. As used in this Sale Order, the term "Lien" includes any liens (as defined in Section 101(37) of the Bankruptcy Code), debts (as defined in Section 101(12) of the Bankruptcy Code), security interests, claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, encroachments, or any other encumbrances and other restrictions or limitations on ownership or use of real or personal property or irregularities in title thereto.

Assumption, Assignment and/or Transfer of the Assumed Executory Contracts

CC. The assumption, assignment and/or transfer of the Assumed Executory Contracts to the Purchaser pursuant to the terms of this Sale Order is integral to the Globus APA and the Transaction, and is in the best interests of the Debtors and their estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

DD. To the extent necessary or required by applicable Law, the Debtors have or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Assumed Executory Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The respective Proposed Cure Amounts set forth on Exhibit 1 annexed to the Cure Notice (including any Additional Cure Notice(s) (as defined in the Bidding Procedures Order) served in accordance with the Contract Procedures, provided that, with respect to any such Additional Cure Notice(s), the period of objection for such Additional Cure Notice(s) has expired without objection) are the maximum amounts necessary under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure all such monetary defaults and pay all actual pecuniary losses under the Assumed Executory Contracts:

EE. The promise of the Purchaser to perform the obligations arising under the Assumed Executory Contracts after their assumption and assignment to the Purchaser constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assumed Executory Contracts. Those non-Debtor parties to Assumed Executory Contracts who did not timely object to the assumption, assignment or transfer of their applicable Assumed Executory Contract, or to their applicable Proposed Cure Amount or to adequate assurance of Purchaser's future performance, in each case in accordance with the Bidding Procedures Order are deemed to have consented thereto for all purposes of this Sale Order.

FF. No Oracle contract shall be an Assumed Executory Contract, nor shall transitional use be allowed by the Debtors and the Purchaser of any Oracle contract.

Compelling Circumstances for an Immediate Sale

GG. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, and to preserve the Debtors' liquidity, it is essential that the Sale of the Acquired Assets occur within the time constraints set forth in the Globus APA. Time is of the essence in consummating the Sale. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with regards to the Transaction contemplated by this Sale Order, the Globus APA and the other Transaction Documents.

HH. Given all of the circumstances of the Chapter 11 Cases and the adequacy and fair value of the purchase price under the Globus APA, the proposed transfer of the Acquired Assets (and the assumption and assignment of the Assumed Executory Contracts) to the Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their estates, and their creditors, and should be approved.

II. The consummation of the Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105, 363 and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

JJ. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for the Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies or extend debt maturities.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion, and the relief requested therein, are granted and approved, and the Transaction contemplated thereby and by the Globus APA and the other Transaction Documents are approved, in each case as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the record in connection therewith are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, resolved, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits.

Approval of Globus APA and Other Transaction Documents; Binding Nature

4. The Globus APA and the other Transaction Documents, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. The consideration provided by the Purchaser for the Acquired Assets under the Globus APA is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and any other applicable Law, and the Transaction may not be avoided, or costs or damages imposed or awarded, under section 363(n) or any other provision of the Bankruptcy Code.

6. Pursuant to sections 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to, and shall, take any and all actions necessary or appropriate to (a) consummate the Sale and the Transaction pursuant to and in accordance with the terms and conditions of the Globus APA and the other Transaction Documents (including, without limitation, any and all actions and covenants that arise, or otherwise apply to the time period, after the Closing Date), and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Globus APA and the other Transaction Documents, in each case without further notice to or order of this Court.

7. The Globus APA and other Transaction Documents shall be binding in all respects upon the Debtors, their estates, the Purchaser, and all successors and assigns of the foregoing, including, without limitation, any trustee or other estate representative, if any, subsequently appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Chapter 11 Cases or any other successor case. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any claim(s) (whether known or unknown) against the Debtors, any holders of Interests

against, in or on all or any portion of the Acquired Assets, all non-Debtor parties to the Assumed Executory Contracts, the Purchaser, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Chapter 11 Cases.

Transfer of Acquired Assets Free and Clear of Interests; Injunction

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors shall transfer the Acquired Assets, including but not limited to the Assumed Executory Contracts, to the Purchaser on the Closing Date in accordance with the Globus APA and the other Transaction Documents. Upon and as of the Closing Date, such transfer shall constitute a legal, valid, binding and effective transfer of such Acquired Assets and the Purchaser shall take title to and possession of such Acquired Assets free and clear of all Interests (except as expressly set forth in the Globus APA with respect to the Assumed Liabilities).

9. All such Interests shall attach solely to the proceeds of the Sale with the same validity, priority, force and effect that they now have as against the Acquired Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing Date, all Interests of any kind or nature whatsoever (except as expressly set forth in the Globus APA with respect to Assumed Liabilities) have been unconditionally, irrevocably and forever released, discharged and terminated in, on or against the Acquired Assets. The provisions of this Sale Order authorizing and approving the transfer of the Acquired Assets free and clear of Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

10. Except as expressly permitted by the Globus APA or this Sale Order, all persons and entities holding Interests (other than Assumed Liabilities) are hereby forever barred, estopped and permanently enjoined from asserting their respective Interests against the Purchaser, any of its Affiliates and Subsidiaries, and any of their respective Representatives, and each of their respective property and assets, including, without limitation, the Acquired Assets. On and after the Closing Date, the Purchaser shall be authorized to execute and file such documents, and to take all other actions as may be necessary or desirable, on behalf of each holder of an Interest to release, discharge and terminate such Interests in, on and against the Acquired Assets as provided for herein, as such Interests may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, the Purchaser shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect or otherwise notice any Interest that is extinguished or otherwise released pursuant to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code for the Purchaser to file UCC termination statements with respect to all security interests in or liens on the Acquired Assets.

11. On and after the Closing Date, any persons holding an Interest (other than a permitted Lien or an Assumed Liability) shall execute such documents and take all other actions as may be reasonably necessary to further demonstrate the release of their respective Interests in the Acquired Assets, as such Interests may have been recorded or otherwise filed. The Purchaser may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county or other territory or jurisdiction in which the Debtors are incorporated or have real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge and terminate any of the Interests as set forth in this Sale Order as of the

Closing Date. All persons and entities that are in possession or control of any portion of the Acquired Assets on the Closing Date shall promptly surrender possession and control thereof to the Purchaser at the Closing. To the extent any person holding an Interest (other than a Permitted Lien or an Assumed Liability) fails to comply with he provisions of this paragraph, such persons may be subject to a turnover and/or other adversary proceeding commenced by the Debtors, Liquidation Trustee and/or the Purchaser.

12. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit (as defined in section 101(27) of the Bankruptcy Code) may deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant relating to the operation of the Acquired Assets or the Assumed Executory Contracts, condition such a grant to, or discriminate with respect to such a grant on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Transaction. This Sale Order is and shall be binding upon and govern the acts of all persons and entities (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, and secretaries of state, federal and local officials) who may be required by operation of law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing persons and entities shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge and terminate any of the Interests or to otherwise consummate the Transaction contemplated by this Sale Order, the Globus APA or any other Transaction Document.

Assumed Executory Contracts; Cure Payments

13. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing Date, the Debtors' assumption, assignment and transfer to the Purchaser of the Assumed Executory Contracts are hereby authorized and approved in full subject to the terms set forth below. The Purchaser shall, at the Closing, pay or cause to be paid the Cure Costs under the Assumed Executory Contracts in accordance with the Globus APA, so that such Assumed Executory Contracts may be assumed by the Debtors and assigned to Purchaser on the Closing Date in accordance with this Sale Order, the Globus APA and the other Transaction Documents; provided that the Cure Costs for the Objecting Counterparty Contracts shall be the lesser of (x) the Maximum Cure Costs for such contract, (y) any amount agreed among the Debtors, the Purchaser, and the respective Objecting Counterparty, and (z) any amount determined by a final order of the Court; and further provided, for the avoidance of doubt, that the Purchaser retains the right not to take assignment of any Objecting Counterparty Contract if the Cure Cost for such contract is not agreed by Purchaser.

14. Upon and as of the Closing Date and payment of the Cure Costs, the Debtors are authorized and empowered to, and shall, assume, assign and/or transfer each of the Assumed Executory Contracts to the Purchaser free and clear of all Interests (except as expressly set forth in the Globus APA with respect to the Assumed Liabilities). The payment of the applicable Cure Costs (if any) shall, pursuant to Bankruptcy Code section 365 and other applicable law, (a) effect a cure, or provide adequate assurance of cure, of all defaults existing thereunder as of the Closing Date and (b) compensate, or provide adequate assurance of compensation, for any actual pecuniary loss to such non-Debtor party resulting from such default. Accordingly, on and as of the Closing Date, other than such payment or reservation, neither the Debtors, the Purchaser, nor their respective Affiliates or Subsidiaries shall have any further Liabilities or obligations to the non-

Debtor parties to the Assumed Executory Contracts with respect to any additional amounts or claims (as defined in Bankruptcy Code section 101(5)) that arose, accrued or were incurred at any time on or prior to the Closing Date. The Purchaser has provided adequate assurance of future performance under the relevant Assumed Executory Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f).

15. To the extent any provision in any Assumed Executory Contract assumed or assumed and assigned (as applicable) pursuant to this Sale Order (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, such assumption or assignment (including, without limitation, any "change of control" provision), or (b) is modified, breached or terminated, or deemed modified, breached or terminated by any of the following: (i) the commencement of the Chapter 11 Cases, (ii) the insolvency or financial condition of the Debtors at any time before the closing of the Chapter 11 Cases, (iii) the Debtors' assumption or assumption and assignment (as applicable) of such Assumed Executory Contract, or (iv) the consummation of the Transaction, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict or condition such assumption or assignment, to modify, terminate or declare a breach or default under such Assumed Executory Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to recapture such Assumed Executory Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to Bankruptcy Code sections 365(b), 365(e) and 365(f).

16. All requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Purchaser of the Assumed Executory Contracts have been satisfied. Upon the Closing Date and payment of the Cure Costs, in accordance with Bankruptcy Code sections 363 and 365, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors in, to and under the Assumed Executory Contracts, and each Assumed Executory Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited or modified by the provisions of this Sale Order. Upon and as of the Closing, the Purchaser shall be deemed to be substituted for either Debtor or both Debtors as a party to the applicable Assumed Executory Contracts and, accordingly, the Debtors shall be relieved from any further liability under the Assumed Executory Contracts pursuant to Bankruptcy Code section 365(k). Additionally, upon the entry of this Sale Order (including prior to the Closing Date), the Purchaser and the Contract Parties are authorized to communicate directly without any need for the consent or involvement of the Debtors.

17. Upon the payment of the applicable Cure Costs, if any, the Assumed Executory Contracts will remain in full force and effect, and no default shall exist, or be deemed to exist, under the Assumed Executory Contracts as of the Closing Date nor shall there exist, or be deemed to exist, any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

18. All Contract Parties to the Assumed Executory Contracts that failed to timely object to entry of this Sale Order shall be deemed to have consented to such assumption and assignment under Bankruptcy Code section 365(c)(1)(B), and the Purchaser shall enjoy all of the Debtors' rights, benefits and privileges under each such Assumed Executory Contract as of the applicable

date of assumption and assignment without the necessity to obtain any non-Debtor parties' written consent to the assumption or assignment thereof.

19. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assumed Executory Contract is an executory contract or unexpired lease under Bankruptcy Code section 365. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Executory Contract shall not be a waiver of such terms or conditions, or of its respective rights to enforce every term and condition of the Assumed Executory Contracts.

Additional Injunction; No Successor Liability

20. Effective upon the Closing Date and except as expressly set forth in the Globus APA with respect to Assumed Liabilities, all persons and entities are forever prohibited and permanently enjoined from (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral or other proceeding), to collect, recover or offset any Interest; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to an Interest, (iii) creating, perfecting or enforcing any Interest, or (iv) asserting any setoff (except for setoffs exercised prior to the Petition Date), or right of subrogation with respect to an Interest, in each case as against the Purchaser, any of its affiliates or subsidiaries, or any of their respective representatives, or any of their respective property or assets, including the Acquired Assets.

21. The Purchaser is not, and shall not be deemed, as a result of the consummation of the Transactions contemplated by the Globus APA and the other Transaction Documents, to: (i) be a legal successor to the Debtors or their estates by reason of any theory of law or equity, (ii) be an affiliate of the Debtors, (iii) have, *de facto* or otherwise, merged with or into the Debtors, or (iv) be

an alter ego or a mere continuation or substantial continuation or successor of the Debtors in any respect.

22. Except as expressly set forth in the Globus APA with respect to Assumed Liabilities, the transfer of the Acquired Assets, including, without limitation, the assumption, assignment and transfer of any Assumed Executory Contract, to the Purchaser shall not cause or result in, or be deemed to cause or result in, the Purchaser, any of its affiliates or subsidiaries, or any of their respective representatives, having any liability, obligation, or responsibility for, or any Acquired Assets being subject to or being recourse for, any Interest whatsoever, whether arising under any doctrines of successor, transferee or vicarious liability, breach of fiduciary duty, aiding or abetting breach of fiduciary duty or otherwise, whether at law or in equity, directly or indirectly, and whether by payment, setoff (except for setoffs exercised prior to the Petition Date), or otherwise.

Good Faith

23. The Transaction contemplated by this Sale Order, the Globus APA and other Transaction Documents are undertaken by the Purchaser without collusion and in good faith, as that term is defined in Bankruptcy Code section 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and other Transaction shall not alter, affect, limit, or otherwise impair the validity of the Sale or such other Transaction (including the assumption, assignment and/or transfer of the Assumed Executory Contracts), unless such authorization and consummation are duly stayed pending such appeal. The Purchaser is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges and protections of Bankruptcy Code section 363(m).

24. The purchase price reflected in the Globus APA was not controlled by an agreement between potential or actual bidders within the meaning of Bankruptcy Code section 363(n). The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Globus APA or the consummation of the Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n).

Other Provisions

25. The Purchaser is hereby authorized, in its discretion, in connection with consummation of the Transaction to allocate the Acquired Assets, Assumed Liabilities, and Assumed Executory Contracts among its affiliates, subsidiaries, designees, assignees, and/or successors in a manner as it, in its discretion, deems appropriate and each such person shall be entitled to all of the rights, benefits, privileges and protections of "the Purchaser" as are accorded to the Purchaser under this Sale Order, and the Debtors shall, to the extent set forth in the Globus APA and the other Transaction Documents, cooperate with and take all actions reasonably requested by Purchaser to effectuate any of the foregoing. In the event that the Purchaser designates any designee to acquire any Acquired Assets, including, without limitation, any Assumed Executory Contracts, in accordance with the terms and conditions of the Globus APA, then any reference to "the Purchaser" in this Sale Order shall be deemed to be a reference to "the Purchaser and/or its applicable permitted designee," unless the context requires otherwise, and such permitted designee shall be entitled to, and is hereby granted, the full rights, benefits, privileges and protections of the Purchaser as are set forth in this Sale Order.

26. To the extent any plan of reorganization or liquidation, or any order of any type or kind entered in the Chapter 11 Cases or any subsequent chapter 7 case into which the Chapter 11 Cases may be converted, conflicts with or derogates from the terms of the Globus APA, the

applicable other Transaction Documents, or this Sale Order, the terms of the Globus APA, the applicable other Transaction Documents, and this Sale Order shall control and govern to the extent of any such conflict or derogation.

27. Pursuant to Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale immediately upon entry of this Sale Order, subject to the other conditions to Closing set forth in the Globus APA.

28. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Transaction. To the fullest extent permitted under applicable law, no Transfer Tax will be owed by any party in connection with the transactions contemplated hereby or by any of the other Transaction Documents.

29. Nothing in this Sale Order or the Globus APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability (including but not limited to for reclamation and mitigation and any associated long-term protection requirements) to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Globus APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

30. The failure specifically to include any particular provision of the Globus APA or the other Transaction Documents in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Globus APA be authorized and approved in its entirety.

31. The Globus APA and the other Transaction Documents may be modified, amended or supplemented in a writing signed by the parties thereto and in accordance with the terms thereof, without further notice to or order of this Court, provided that any such modification, amendment or supplement shall not have a material adverse effect on the Debtors' estates unless approved by order of this Court.

32. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Globus APA, the other Transaction Documents, and any amendments thereto and any waivers and consents given thereunder, (ii) compel delivery of the Acquired Assets to the Purchaser; (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, and (iv) enter any orders under Bankruptcy Code sections 105, 363 and 365 with respect to the Acquired Assets and Assumed Executory Contracts.

33. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a). The rules of construction set forth in section 9.16 of the Globus APA shall apply to this Sale Order, *mutatis mutandis*.

34. The automatic stay provisions of Bankruptcy Code section 362 are vacated and modified to the extent necessary to implement the provisions of this Sale Order and the terms and conditions of the Globus APA and the other Transaction Documents.

35. To the extent that this Sale Order is inconsistent with the Motion, the terms of this Sale Order shall control and govern. To the extent there are any inconsistencies between the terms

of this Sale Order, on the one hand, and the Globus APA or any other Transaction Document, on the other hand, the terms of this Sale Order shall control and govern.

Dated: July 8th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Globus APA

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

GLOBUS MEDICAL, INC.,

as Purchaser,

and

INVIVO THERAPEUTICS HOLDINGS CORP.

and

INVIVO THERAPEUTICS CORPORATION,

collectively, as Seller

Dated as of June 12, 2024

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), dated as of June 12, 2024, is made and entered into by and among **GLOBUS MEDICAL, INC.**, a Delaware corporation ("Purchaser"), and **INVIVO THERAPEUTICS HOLDINGS CORP.**, a Nevada corporation ("Holdings"), and **INVIVO THERAPEUTICS CORPORATION**, a Delaware corporation ("InVivo" and, together with Holdings, "Seller"). Certain capitalized terms used herein are defined in Article I.

RECITALS

WHEREAS, Seller is a research and research and clinical-stage biomaterials and biotechnology company with a focus on the development of its investigational Neuro-Spinal Scaffold implant (the "NSS Implant") for the treatment of spinal cord injuries (the "Business");

WHEREAS, Seller commenced a case (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Court");

WHEREAS, Purchaser desires to acquire certain assets of Seller identified herein, and Seller desires to sell, convey, assign, and transfer to Purchaser such assets, pursuant to the terms and conditions of this Agreement;

WHEREAS, it is intended that the Acquired Assets (defined below) will be sold and purchased pursuant to the terms of this Agreement in a sale authorized by the Court pursuant to section 363 of the Bankruptcy Code; and

WHEREAS, in connection with such a sale, it is intended that the Court shall approve the assumption and assignment of certain Executory Contracts (defined below) under section 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

ARTICLE I.

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms used in this Agreement shall have the respective meanings assigned to them below:

(a) "Accounts Receivable" means (i) any and all accounts receivable, trade accounts and other amounts (including overdue accounts receivable, refunds, rebates, and other credits) owed to Seller relating to, or arising in connection with the operation and conduct

of, the Business prior to the Closing and any other similar rights of Seller to payment from third parties arising prior to the Closing and the full benefit of all security for such accounts or rights to payment; (ii) all other accounts or notes receivable of Seller as of the Closing and the full benefit of all security for such accounts or notes receivable; and (iii) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case that have not been satisfied or discharged prior to the close of business on the day immediately preceding the Closing or have not been written off or sent to collection prior to the close of business on the day immediately preceding the Closing (it being understood that the receipt of a check prior to the close of business on the day immediately preceding the Closing Date shall constitute satisfaction or discharge of the applicable account or note receivable to the extent of the payment represented thereby).

(b) "Acquired Assets" means the assets of Seller related to or used by Seller in connection with the Program, as set forth on Exhibit A hereto.

(c) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(d) "Assumed Executory Contracts" means the Specified License.

(e) "Assumed Liabilities" means all Liabilities arising under the Assumed Executory Contracts, but only to the extent such Liabilities arise and are required to be performed following the Closing and do not relate to any failure to perform, improper performance, breach of warranty or other breach, default or violation by Seller or any of its respective Affiliates, at or prior to the Closing.

(f) "Avoidance Action" means any and all claims, rights and causes of action of Seller arising under chapter 5 of the Bankruptcy Code or similar federal, state or local laws.

(g) "Bankruptcy Matters" means (a) the amount, extent, or type of Cash and Cash Equivalents of Seller or any other Excluded Assets, or any Excluded Liabilities; (b) any failure, in and of itself, of Seller to meet any projections, budgets, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics filed with the Court; or (c) the announcement, commencement, or continuation of the Chapter 11 Cases or any action approved by the Court in the Chapter 11 Case.

(h) "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

(i) "Business Day" means any day other than a Saturday, Sunday or a legal holiday on which banking institutions in the State of Delaware are not required to open.

(j) "Cash and Cash Equivalents" means all of Seller's cash (including petty cash but excluding any checks that remain uncashed or uncleared prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and government securities and other cash equivalents.

(k) "Cash Purchase Price" means an amount in cash equal to $312,000.00, as adjusted pursuant to Section 3.4.

(l) "Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

(m) "Contract" means any written or oral contract, lease, purchase order, service order, sales order, or instrument or other agreement, arrangement or commitment that is binding upon a Person or its property, and any amendments, modifications or supplements thereto.

(n) "Copyright" means all copyrights, including copyrights in software and in the content contained on any Web site, artwork (including editable jpeg images), packaging material, patient information leaflets, promotional material, advertising material, and those which are registered, applied for registration or used, whether registrable or not, by Seller, and rights to sue for past infringement thereof.

(o) "Cure Costs" means, for any Assumed Executory Contract, the amount required to be paid under section 365 of the Bankruptcy Code to effectuate the assignment of such Assumed Executory Contract by Seller to Purchaser and the assumption of such Assumed Executory Contract by Purchaser (giving effect to any mutual agreement with the contract counterparty to such Assumed Executory Contract).

(p) "Deposit" means the good-faith deposit in the amount of $30,000.00.

(q) "Deposit Escrow Agent" means counsel to Seller.

(r) "Deposit Escrow Agreement" means those escrow terms provided by email from counsel to Seller pursuant to which the Deposit Escrow Agent will hold the Deposit.

(s) "Documents" means all of Seller's written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to, used in, or held for use in connection with the Program or any of the Acquired Assets, in each case whether or not in electronic form.

(t) "Encumbrance" means any lien, interest, encumbrance, Claim, right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, easement, right of way, restrictive covenant, condition, restriction, encroachment, rights of first refusal, preemptive right, judgment, conditional sale or other title retention agreements and other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever, whether secured or unsecured, choate or inchoate, filed or untiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown; provided, however that the term "Encumbrance" does not include the Assumed Liabilities.

(u) "Environmental Law" means any applicable law, regulation, order, decree or permit requirement of any governmental jurisdiction relating to: (a) the protection, investigation or restoration of the environment, human health and safety, or natural resources, (b) the handling, use, storage, treatment, transport, disposal, release or threatened release of any Hazardous Substance or (c) noise, odor or wetlands protection.

(v) "Excluded Assets" means those assets and properties of Seller that are not Acquired Assets including, without limitation, the assets set forth on Exhibit B hereto.

(w) "Excluded Liabilities" means those Encumbrances or Liabilities of Seller or related to the Acquired Assets or any other assets of Seller, whether actual or contingent, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, or known or unknown, that are not the Assumed Liabilities. For the avoidance of doubt, "Excluded Liabilities" shall include all Liabilities of Seller for any Taxes.

(x) "Executory Contracts" means all executory contracts (including licenses) and unexpired leases related to the Business in effect as of the date hereof to which Seller is a party.

(y) "FDA" means the United States Food and Drug Administration.

(z) "Final Order" means an Order or judgment of the Court or any other court of competent jurisdiction entered by the Clerk of the Court or such other court on the docket in Seller's Chapter 11 Cases or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, such Order or judgment of the Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such Order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired, as a result of which such Order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such Order, shall not cause such Order not to be a Final Order.

(aa) "GAAP" means United States generally accepted accounting principles.

(bb) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state, provincial or local, or any ministry agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) or any judicial, quasi-judicial or administrative body, or any regulatory body of applicable jurisdiction, including any Regulating Authority.

(cc) "Hazardous Substance" means: (a) any substance that is regulated or which falls within the definition of a "hazardous substance," "hazardous waste" or "hazardous material" pursuant to any Environmental Law or (b) any petroleum product or by-product, asbestos-containing material, polychlorinated biphenyls, radioactive materials or radon.

(dd) "Intellectual Property" means all of the following anywhere in the world and all legal rights, title or interest in the following arising under Law: (i) all Patents and applications for Patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part, including any future applications or filings of the foregoing; (ii) all Copyrights, Copyright registrations and Copyright applications, copyrightable works and all other corresponding rights; (iii) all mask works, mask work registrations and mask work applications and all other corresponding rights; (iv) all advertising material, trade dress and trade names, logos, Internet addresses and domain names, Trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (v) all inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, clinical trial data and information, safety data and pharmacovigilance data, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind; (vi) all computer software (including source and object code), firmware, development tools, algorithms, files, records, derivative works, technical drawings and related documentation, data and manuals; (vii) all databases and data collections; (viii) all licenses and permits to the extent transferable; (ix) all rights pertaining to the foregoing, including those arising under international treaties and convention rights; (x) all rights and powers to assert, defend and recover title to any of the foregoing; (xi) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing; (xii) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing (including with respect to past, present or future infringement or violation thereof); (xiii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions,

and extensions of legal protection pertaining to any of the foregoing; and (xiv) all other intellectual property rights irrespective of not being registered or applied for registration.

(ee) "Laws" (and each, a "Law") means all federal, state, provincial, local or foreign laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, Orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Bodies, or court of competent jurisdiction, or other legal requirement or rule of law, including common law.

(ff) "Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

(gg) "Liability" means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever of such Person, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including all costs and expenses relating thereto.

(hh) "Material Adverse Effect" means any effect that is materially adverse to the value of the Acquired Assets or any effect of preventing or materially delaying the consummation of the transactions contemplated by this Agreement; provided, however, that (x) any decrease in value of the Acquired Assets that is less than twenty-five percent (25%) shall not be deemed material for purposes of this definition, and (y) no effect (by itself or when aggregated or taken together with any and all other effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be deemed to be or constitute a "Material Adverse Effect," and no effect (by itself or when aggregated or taken together with any and all other such effects) directly or indirectly resulting from, arising out of, attributable to, or related to any of the following shall be taken into account when determining whether a "Material Adverse Effect" has occurred or may, would or could occur: (a) general economic conditions (or changes in such conditions) in the United States or any other country or region in the world, or conditions in the global economy generally; (b) conditions (or changes in such conditions) in the securities markets, credit markets, currency markets or other financial markets in the United States or any other country or region in the world, including (i) changes in interest rates in the United States or any other country or region in the world and changes in exchange rates for the currencies of any countries and (ii) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world; (c) conditions (or changes in such conditions) in the industries in which Seller conducts business; (d) political conditions (or changes in such conditions) in the United States or any other country or region in the world or acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in the United States or any other country or region in the world; (e) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in the United States or any other country or region in the world; (f) any global or national health concern, epidemic, disease

outbreak, pandemic (whether or not declared as such by any Governmental Body and including the "Coronavirus" or "COVID-19") or any Law issued by a Governmental Body requiring business closures, quarantine or "sheltering-in-place" or similar restrictions that arise out of such health concern, epidemic, disease outbreak or pandemic (including the "Coronavirus" or "COVID-19") or any change in such Law following the date of this Agreement; (g) the announcement of this Agreement or the pendency or consummation of the transactions contemplated thereby, including (i) the identity of Purchaser, or (ii) the loss or departure of officers or other employees of Seller; (h) any actions taken or failure to take action, in each case, to which Purchaser has expressly approved, consented to or requested; or compliance with the terms of, or the taking of any action required or contemplated by, this Agreement; or the failure to take any action prohibited by this Agreement; (i) changes or developments in law or other legal or regulatory conditions (including rules, regulations, administrative policies, actions, requests, recommendations, determinations, statements, positions, and decisions of the FDA), or the interpretation thereof, or changes in GAAP or other accounting standards (or the interpretation thereof), or that result from any action taken for the purpose of complying with any of the foregoing; (j) any product or product candidate of Seller, including any change, event, circumstance or development relating to the potential or actual use or sale of any such product or product candidate, the suspension, recall, rejection, refusal of, request to refile or any delay in obtaining or making any regulatory application or filing relating to any such product or product candidate or any clinical trial in respect thereof, any other negative actions, requests, recommendations, determinations, statements, positions, or decisions of the FDA or any other Governmental Body relating to any such product or product candidate or any clinical trial in respect thereof, any other competitive or regulatory development affecting any such product or product candidate, or the failure to conduct successful clinical trials on a timely basis for any such product candidate; (l) any product or product candidate of any Person (other than Seller), including the entry into the market of any product potentially or actually competitive with any product or product candidate of Seller; (l) any clinical trials or studies undertaken by any Person and any data resulting therefrom or other results thereof, and any negative publicity or unfavorable media attention resulting therefrom; (m) any fees or expenses incurred in connection with the transactions contemplated by this Agreement; (n) changes in Seller's stock price or the trading volume of Seller's stock, or any failure by Seller to meet any public estimates or expectations of Seller's revenue, earnings or other financial performance or results of operations for any period, or any failure by Seller to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (but not, in each case, the underlying cause of such changes or failures, unless such changes or failures would otherwise be excepted from this definition), or any cessation, suspension, or other limitation on the listing or trading of Seller's stock; (o) any legal proceedings made or brought by any of the current or former stockholders of Seller (on their own behalf or on behalf of Seller) against Seller, Purchaser, or any of their directors or officers, including legal proceedings arising out of or in connection with any other transactions contemplated by or this Agreement; or (p) any Bankruptcy Matters.

(ii) "Order" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Body (whether temporary, preliminary or permanent).

(jj) "Patents" means all patents and industrial designs, including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to pursue future applications and filings for any of the foregoing and to rights to sue for past infringement thereof.

(kk) "Permits" means all licenses, permits (including environmental, construction and operation permits), provider numbers, franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, orders and other similar documents and authorizations issued by any Governmental Body and/or any self-regulatory body or organization to or for the benefit of Seller and used, or held for use, in connection with the operation of the Business or applicable to ownership of the Acquired Assets or assumption of the Assumed Liabilities.

(ll) "Person" means an individual, corporation, partnership, limited liability company, unlimited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(mm) "Petition Date" means the date Seller commenced its Chapter 11 Cases under chapter 11 of the Bankruptcy Code in the Court.

(nn) "Program" means Seller's NSS Implant development program, including all rights to the NSS Implant and all indications thereof and improvements thereon as of the date of this Agreement.

(oo) "Regulatory Approvals" means any consents, waivers, approvals, Orders, Permits or authorizations of any Governmental Body required in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder.

(pp) "Representatives" means, with respect to any Person, such Person's directors, managers, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives.

(qq) "Sale" means the transactions contemplated by this Agreement whereby Purchaser purchases the Acquired Assets free and clear of all Encumbrances and Liabilities in accordance with section 363 of the Bankruptcy Code.

(rr) "Sale Hearing" means the hearing before the Court to approve this Agreement and seeking entry of the Sale Order.

(ss) "Sale Motion" means the motion filed by Seller on February 1, 2024, at docket number 18 in the Chapter 11 Case.

(tt) "Sale Order" means an order of the Court substantially in the form and substance approved by Purchaser in its sole and absolute discretion, that has not been stayed, vacated, or stayed pending appeal, authorizing and approving the sale of Seller's Assets to Purchaser on the terms and conditions set forth herein.

(uu) "SEC" means the United States Securities and Exchange Commission.

(vv) "Seller FDA Transfer Letters" means, to the extent reasonably requested by Purchaser, the letters from the applicable holders of Regulatory Approvals included in the Acquired Assets, each in form and substance reasonably acceptable to Purchaser, notifying the FDA of the transfer of the rights thereunder to Purchaser.

(ww) "Seller's Knowledge" means the actual knowledge as of the date hereof (without any duty to inquire or investigate) of Richard Toselli and Heather Hamel.

(xx) "Seller Owned Intellectual Property" means all Intellectual Property owned by Seller related to or used in connection with the Program.

(yy) "Seller SEC Reports" means all publicly-available and unredacted registration statements, forms, reports and other documents filed by Seller with the SEC since January 1, 2022 or that Seller may file after the date hereof until the Closing (including exhibits and all other information incorporated therein).

(zz) "Specified License" means that certain Exclusive License Agreement, dated July 2, 2007, by and between Children's Medical Center Corporation and InVivo, as amended by that certain Amendment One to the Exclusive License dated May 12, 2011 and as further amended by that certain Amendment Two to the Exclusive License dated August 29, 2017, but shall not include any any "Development Plan", "Commercialization Plan" or other plan delivered pursuant to Article III.B. of the Specified License.

(aaa) "Subsidiary" means, with respect to any Person, (a) any other Person that directly, or indirectly through one or more intermediaries, is controlled by such Person; or (b) any other Person where a majority of its equity interests are held, directly, or indirectly through one or more intermediaries, by such Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlling" and "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(bbb) "Tax" and "Taxes" mean any and all taxes, charges, fees, tariffs, duties, impositions, levies or other assessments, imposed by any Laws or Governmental Body, and including any interest, penalties or additional amounts attributable to, imposed upon, or with respect thereto.

(ccc) "Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including attachments thereto and amendments thereof.

(ddd) "Third Party" means any Person that is not a party hereto or an Affiliate of a party hereto.

(eee) "Trademarks" means trademarks, trade names, service marks, designs, logos, brand names, emblems, signs or insignia, slogans, Internet addresses and domain names, other similar designations of source or origin and general intangibles of like nature, together with the registrations and applications for registrations pertaining to any of the foregoing, any derivations of any of the foregoing, all goodwill associated therewith, and rights to sue for past infringement thereof.

(fff) "Transaction Documents" means this Agreement and any and all other instruments required to effectuate the transactions contemplated by this Agreement.

ARTICLE II.

ACQUISITION AND TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Transfer of Assets. Subject to approval of the Court, and upon the terms and subject to the conditions and provisions contained herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall acquire and accept from Seller, all of Seller's right, title, and interest in the Acquired Assets, free and clear of all Encumbrances and Liabilities, subject to Section 2.3 below. Notwithstanding anything to the contrary contained in this Agreement, Purchaser may, by notice to Seller, at any time on or before the Closing Date, in its sole discretion, alter or amend Exhibit A to this Agreement by removing an Acquired Asset.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets shall not include, and Seller shall retain, all of its rights, title and interest in and to, and shall not sell, convey, transfer, assign or deliver to Purchaser, any of the Excluded Assets.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions and provisions contained herein and in the Sale Order, effective as of the Closing, Purchaser shall assume from Seller and have sole responsibility for the Assumed Liabilities.

2.4 Excluded Liabilities. For the avoidance of doubt, notwithstanding any other terms, provisions and conditions of this Agreement, Purchaser shall not assume, or otherwise be responsible or liable for, the Excluded Liabilities.

2.5 Assumed Executory Contracts.

(a) On March 15, 2024, Seller filed that certain *Notice of Debtors' Intent to Assume and Assign Certain Unexpired Leases and Executory Contracts and Fixing of Cure Amounts* (the "Assumption Notice") with the Court. Pursuant to such Assumption Notice, the counterparty to each Assumed Executory Contract was provided with notice of (i) the fact that Seller may seek to assign such Assumed Executory Contract in connection with the Chapter 11 Case and (ii) the proposed Cure Costs for such Assumed Executory Contract. Seller hereby confirms that no counterparty to an Assumed Executory Contract filed an objection to such Assumption Notice prior to the March 29, 2024 deadline set forth in such Assumption Notice. As a result of the foregoing, and to the maximum extent permitted by the Bankruptcy Code, each Assumed Executory Contract shall be assumed and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code as of the Closing Date.

(b) Seller shall not file any motion to reject any Assumed Executory Contract.

2.6 Liens Attach to Sale Proceeds. Any liens on the Acquired Assets existing as of the Closing Date will attach to the proceeds from the sale of the Acquired Assets according to such liens' relative priorities.

ARTICLE III.

CONSIDERATION

3.1 Consideration. The aggregate consideration (collectively, the "Purchase Price") to be paid for the acquisition of the Acquired Assets shall consist of the Cash Purchase Price *plus* assumption of the Assumed Liabilities.

3.2 Payment of Cash Purchase Price at Closing. The Cash Purchase Price shall be satisfied at the Closing, subject to the terms and conditions contained in this Article III and Article IV.

3.3 Assumed Liabilities. Subject to the terms and conditions contained in this Article III and Article IV, Purchaser shall assume the Assumed Liabilities.

3.4 Deposit. As soon as practicable following the date hereof (and in no event later than three (3) Business Days following the date hereof), Purchaser will provide the Deposit in good faith to the Deposit Escrow Agent to be held in trust in a non-interest-bearing account pursuant to the terms and conditions of the Deposit Escrow Agreement. If the Closing occurs, the Deposit shall be paid to Seller and applied against the Cash Purchase Price at the Closing. If the Closing does not occur, then the Deposit shall be disbursed as follows: (i) in the event of a termination of this Agreement by Seller pursuant to Section 4.5(j), Seller shall be entitled to retain the Deposit as liquidated damages; (ii) in the event of a termination of this Agreement for any reason other than by Seller pursuant to Section 4.5(j), the Deposit shall be returned to Purchaser; or (iii) in the event of a termination of this Agreement and the Deposit has not been disbursed in accordance with clauses (i) or (ii) of this Section 3.4, then the Deposit shall be disbursed as any court of competent jurisdiction may direct.

3.5 Allocation of Consideration. Within sixty (60) calendar days after the Closing Date, Purchaser shall deliver to Seller an allocation of the Purchase Price among the Acquired Assets (the "Allocation"). Such Allocation shall become part of this Agreement for all purposes. Seller and Purchaser agree to report, pursuant to section 1060 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder, if and when required, the Allocation of the Purchase Price, as adjusted, in a manner entirely consistent with such Allocation in the preparation and filing of all Tax Returns (including IRS form 8594). Neither Seller nor Purchaser shall take any action that would call into question the bona fide nature of such Allocation; and neither party shall take any position for Tax purposes which is inconsistent with such Allocation, unless required to do so under applicable law. Notwithstanding the foregoing, the Allocation shall not be binding upon any person or entity that is not a party to this Agreement. Notwithstanding the allocation of the Purchase Price set forth in the Allocation, nothing in the foregoing shall be determinative of

values ascribed to the Acquired Assets or the allocation of the value of the Acquired Assets by Seller (or any successor trustee or plan administrator of Seller) for the purpose of its administration of the Chapter 11 Case by way of liquidation, reorganization or otherwise.

ARTICLE IV.

CLOSING AND TERMINATION

4.1 Closing. Provided that the conditions to closing set forth herein have been satisfied or, if waiveable, have been waived in accordance herewith, the closing of the transactions contemplated herein (the "Closing") shall be held via e-mail or such other place as agreed to between Purchaser and Seller, within three (3) calendar days following the first day that all such conditions have been satisfied or, if waiveable, waived, on a Business Day mutually agreeable to Purchaser and Seller. The date on which the Closing occurs in accordance with the previous sentence is referred to as the "Closing Date". Unless otherwise agreed by the parties in writing, the Closing shall be deemed effective and all right, title and interest of Seller in the Acquired Assets to be acquired by Purchaser hereunder shall be considered to have passed to Purchaser and the assumption of all of the Assumed Liabilities shall be considered to have occurred as of 12:01 a.m. Eastern Time on the Closing Date.

4.2 Conveyances at Closing. At the Closing, Seller and Purchaser shall take the following actions:

(a) Purchaser shall pay to or as directed by Seller, by wire transfer in immediately available funds, the Cash Purchase Price as set forth in Section 3.1, as adjusted pursuant to Section 3.4;

(b) Seller shall deliver or make available to Purchaser possession of the Acquired Assets;

(c) Seller and Purchaser shall execute and deliver to one another a duly executed bill of sale with respect to the Acquired Assets, substantially in the form attached hereto as Exhibit C (the "Bill of Sale");

(d) Seller shall provide to Purchaser all such other duly executed instruments as Purchaser may reasonably require to effectuate the transfer, assignment and conveyance of the Acquired Assets, including a patent assignment, in a form mutually agreed between Purchaser and Seller, assigning all of the patent rights included in the Acquired Assets; and

(e) Seller shall provide Purchaser with executed written consents, in form and substance reasonably satisfactory to Purchaser, from the licensor of the Specified License, consenting to the assignment to Purchaser of the Specified License, unless the Court or another court of competent jurisdiction has entered a Final Order that such consent is not required.

4.3 Additional Deliveries. After the Closing Date, Seller shall deliver to Purchaser such other instruments and documents, and shall take such other actions, as shall be reasonably

requested by Purchaser to vest in Purchaser all of Seller's right, title and interest in and to the Acquired Assets and otherwise to effectuate the transactions described herein.

4.4 Transaction Expenses. Except as expressly provided herein, each party shall bear its own costs and expenses, including attorney, accountant and other consultant fees, in connection with the execution and negotiation of this Agreement and the Transaction Documents and the consummation of the transactions contemplated by this Agreement.

4.5 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by the mutual written consent of Seller and Purchaser;

(b) by Purchaser or Seller, if the Closing shall not have been consummated prior to July 12, 2024, or any such later date as may be agreed in writing by Seller and Purchaser (the "Outside Date"); provided, that if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then Purchaser (if Purchaser is in breach) or Seller (if Seller is in breach), respectively, may not terminate this Agreement pursuant to this Section 4.5(b);

(c) by Purchaser or Seller, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or there shall be in effect a final non-appealable order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any such adverse determination which is appealable (and pursue such appeal with reasonable diligence);

(d) by Purchaser or Seller, if the Chapter 11 Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, or if a chapter 11 trustee or examiner with expanded powers is appointed, provided, however, that no party shall have such a termination right if it has sought, consented to, or otherwise supported such dismissal or conversion;

(e) by Purchaser, if the Court enters an order granting stay relief to any third party with respect to any material portion of the Acquired Assets, if such stay relief allows such third party to exercise control over, or reduce the value to Purchaser of, the Acquired Assets;

(f) by Purchaser, if there occurs a Material Adverse Effect;

(g) by Purchaser or Seller, if the Sale Order shall not have been entered on or before July 5, 2024;

(h) by Purchaser, if the Court enters an Order denying any motion or other filing filed by Seller relating to the sale of the Acquired Assets hereunder;

(i) by Purchaser or Seller, if the Sale Order is stayed, reversed, vacated, modified or amended (except as modified or amended in any immaterial respect or

with the consent of Purchaser, which consent may be withheld in its sole discretion for material modifications and amendments);

(j) by Seller, if Purchaser fails to satisfy any of its material obligations at Closing and, to the extent such breach is reasonably capable of cure within such period, such breach has not been cured by Purchaser within five (5) calendar days after written notification by Seller; or

(k) by Purchaser, if Seller is in breach of any of its material obligations hereunder and, to the extent such breach is reasonably capable of cure within such period, such breach has not been cured by Seller within five (5) calendar days after written notification by Purchaser.

4.6 Procedure Upon Termination. In the event of a termination of this Agreement pursuant to Section 4.5, (a) written notice thereof shall be given promptly by the terminating party to the other party hereto, specifying the provision hereof pursuant to which such termination is made, (b) this Agreement shall thereupon terminate and become void and of no further force and effect, and (c) the consummation of the transactions contemplated by this Agreement shall be abandoned without further action of the parties hereto. If this Agreement is terminated as provided herein, each party shall return all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.7 Effect of Termination. In the event that this Agreement is validly terminated pursuant to Section 4.5, each of the parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to Purchaser or Seller; provided, however, that Section 4.5, Section 4.6, and this Section 4.7 shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any party hereto of any Liability for any willful breach of this Agreement by such party. Upon termination of this Agreement, the Deposit shall be delivered to any applicable party as provided in Section 3.4.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that the statements contained in this Article V are true and correct as of the date of this Agreement, except as disclosed in the Seller SEC Reports filed or furnished prior to the date of this Agreement or in filings made by Seller in the Chapter 11 Cases prior to the date of this Agreement.

5.1 Organization and Power. Holdings is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada. Invivo is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seller has all requisite corporate power and authority to own the Acquired Assets.

5.2 Corporate Authorization. Subject to entry of the Sale Order, Seller has full corporate power and authority to execute and deliver any and all Transaction Documents and to

perform the obligations thereunder. Subject to entry of the Sale Order, the execution, delivery and performance of Seller of the Transaction Documents have been duly and validly authorized and no additional corporate authorization or consent is required in connection therewith.

5.3 Binding Effect. Subject to entry of the Sale Order, this Agreement has been duly executed and delivered by Seller. This Agreement, when executed and delivered by Purchaser, and the other Transaction Documents when executed and delivered, will, upon the entry of the Sale Order, constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.4 Ownership of Acquired Assets. Seller owns (or, in the case of Intellectual Property licensed by Seller from a Third Party, including pursuant to the Specified License, has license rights to) all Acquired Assets and, subject to entry of the Sale Order, has the right to transfer all of its right, title, and interest in the Acquired Assets to Purchaser, in each case, effective at Closing and free and clear of any Encumbrances.

5.5 Intellectual Property.

(a) To Seller's Knowledge, Seller owns, licenses, sublicenses or otherwise possesses legally enforceable rights to use all Intellectual Property related to the Program and held for use or used by Seller in the conduct of the Business as conducted prior to the Petition Date (in each case excluding generally commercially available, off-the-shelf software programs), subject, in the case of the Specified License, to the rights of the licensor in respect of the Specified License. Schedule 5.5 includes a true and complete list of all Patents included in such Intellectual Property. Except as set forth on Schedule 5.5, there are no outstanding options, licenses, sublicenses, agreements or permissions relating to any such Intellectual Property, nor is the Seller bound by or a party to any option, license, sublicense, agreement or permission with respect to any such Intellectual Property. Seller does not in-license any Intellectual Property related to the Program other than pursuant to the Specified License and commercial off-the-shelf software. Seller does not out-license any Intellectual Property.

(b) To Seller's Knowledge, all issued Patents and registrations for Trademarks and Copyrights included in the Seller Owned Intellectual Property are subsisting and have not expired or been cancelled.

(c) To Seller's Knowledge, the conduct of the Business by Seller, as it was conducted prior to the Petition Date and as currently conducted, does not infringe, violate or constitute a misappropriation of any Intellectual Property of any Third Party. Between January 1, 2022 and the date of this Agreement, Seller has not received any written claim or notice from any Person (i) alleging any such infringement, violation or misappropriation or (ii) advising that such Person is challenging or threatening to challenge the ownership, use, validity or enforceability of any Seller Owned Intellectual Property.

(d) To Seller's Knowledge, Seller has implemented commercially reasonable measures to maintain the confidentiality of the Seller Owned Intellectual Property of a nature that Seller intends to keep confidential.

(e) To Seller's Knowledge, Seller is not in default under the Specified License in any manner that would allow the licensor under the Specified License to terminate the Specified License or otherwise limit or terminate the rights of Seller under the Specified License.

(f) To Seller's Knowledge, no third party is infringing, violating or misappropriating any of the Seller Owned Intellectual Property.

(g) Seller has never agreed to indemnify any person for or against any interference, infringement, misappropriation, or other conflict with respect to any of the Seller Owned Intellectual Property.

5.6 Litigation. As of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation pending and of which Seller has been notified or, to Seller's Knowledge, threatened against Seller. As of the date of this Agreement, there are no judgments, orders or decrees outstanding against Seller that, individually or in the aggregate, are reasonably likely to have a Material Adverse Effect.

5.7 Environmental Matters.

(a) Except for matters that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect: (i) Seller is not in violation of any Environmental Law; and (ii) Seller has all permits, licenses and other authorizations required under any Environmental Law and Seller is in compliance with such permits, licenses and other authorizations.

(b) The only representations and warranties of Seller in this Agreement as to any environmental matters or any other obligation or liability with respect to Hazardous Substances or materials of environmental concern are those contained in this Section 5.10. Without limiting the generality of the foregoing, the representations and warranties contained in Sections 5.11 and 5.9 do not relate to environmental matters.

5.8 Compliance With Laws. Seller is, and since January 1, 2022 has been, in compliance with, and is not in violation of, any applicable statute, law or regulation with respect to the conduct of the Program, or the ownership or operation of its properties or assets, except for failures to comply or violations that, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect.

5.9 Permits; Regulatory Matters.

(a) Seller or its agents and representatives have all Permits required to conduct the Program as currently conducted, including all such Permits required by the FDA, and any other federal, state or foreign agencies or bodies with material regulatory authority over the Business (together with the FDA, the "Regulating Authorities") (the "Seller Authorizations").

(b) Seller: (i) has not received any written notice or correspondence from any Regulating Authority alleging or asserting any noncompliance with any Seller Authorizations; and (ii) has not received written notice that any Regulating Authority has

taken or is intending to take action to limit, suspend, modify or revoke any Seller Authorizations and, to Seller's Knowledge, there is no action or proceeding pending or threatened (including any prosecution, injunction, seizure, civil fine, suspension or recall), in each case alleging that such Regulating Authority is considering such action.

5.10 Finders' Fees. Except for the fees and expenses of SSG Capital Advisors, LLC ("SSG"), the fees and expenses of which will be paid by Seller, there is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

5.11 No Other Representations or Warranties. Except for the representations and warranties expressly contained herein, Seller makes no other express or implied representation or warranty. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ACQUIRED ASSETS ARE ASSIGNED, "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND SELLER HEREBY EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL CONDITIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Article VI are true and correct as of the date of this Agreement.

6.1 Organization and Power. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

6.2 Authorization. Purchaser has full power and authority to execute and deliver the Transaction Documents and to perform its obligations thereunder. The execution, delivery and performance by Purchaser of the Transaction Documents have been duly and validly authorized and no additional authorization or consent is required in connection therewith.

6.3 Binding Effect. This Agreement has been duly executed and delivered by Purchaser. This Agreement, when executed and delivered by Seller, and the other Transaction Documents when executed and delivered, will constitute the valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

6.4 Funding. Purchaser has, without the need to obtain any Third Party debt or equity financing, sufficient and unencumbered funds to consummate the transactions contemplated by this Agreement and to pay the Purchase Price, and Purchaser otherwise has the resources and capabilities (financial and otherwise) to perform its obligations to consummate the transactions

contemplated by this Agreement and such performance is not conditioned or contingent in any way upon the receipt of financing from any Person or the availability of funds to Purchaser.

6.5 Adequate Assurances Regarding Assumed Executory Contracts. As of the Closing, Purchaser will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Executory Contracts.

6.6 Finders' Fees. There is no investment banker, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of Purchaser or any Affiliate of Purchaser who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement, except for any fee or commission paid directly by Purchaser and not reducing the Purchase Price in any way.

6.7 Good Faith Purchaser. Purchaser is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the transactions contemplated by this Agreement. Purchaser has negotiated and entered into this Agreement in compliance with the Bankruptcy Code, and in good faith and without collusion or fraud of any kind.

6.8 Purchaser Experience. Purchaser is experienced and sophisticated with respect to transactions of the type contemplated by this Agreement. In consultation with experienced counsel and advisors of its choice, Purchaser has conducted its own independent review and analysis of the Acquired Assets, the Assumed Liabilities and the rights and obligations it is acquiring and assuming under the Transaction Documents. Purchaser acknowledges that it and its representatives have been permitted such access to the books and records, contracts and other properties related to the Acquired Assets as it required to complete its review.

6.9 Non-Reliance on Seller Estimates, Projections, Forecasts, Forward-Looking Statements and Business Plans. In connection with the due diligence investigation of Seller by Purchaser and its Affiliates, Purchaser and its Affiliates, have received and may continue to receive after the date hereof from Seller and its Affiliates certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding Seller and its business and operations. Purchaser hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, with which Purchaser is familiar, that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts and other forward-looking information, as well as such business plans, so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, forward-looking information or business plans), and that Purchaser will have no claim against Seller, any of its Affiliates, or any other Person, with respect thereto. Accordingly, Purchaser hereby acknowledges and agrees that none of Seller nor any of its Affiliates, nor any other Person, has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, forward-looking statements or business plans). Purchaser expressly disclaims that it is relying upon or has relied upon any representations or warranties or other statements or omissions that may have been made by Seller or its Affiliates or any other Person with respect to Seller other than

the representations and warranties set forth in this Agreement. Purchaser expressly disclaims any obligation or duty by Seller or its Affiliates to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties set forth in this Agreement.

ARTICLE VII.

CERTAIN COVENANTS

7.1 Bankruptcy Sale Process.

(a) Seller has filed and served the Sale Motion and will file and serve the proposed Sale Order and a copy of the Transaction Documents (with any redactions Seller and Purchaser mutually deem appropriate in accordance with Bankruptcy Rule 9018).

(b) Seller will, subject to the provisions of this Agreement, in consultation with Purchaser, use its reasonable best efforts to (x) respond to and resolve all timely objections to the entry of the Sale Order and (y) obtain entry of the Sale Order on or before July 5, 2024.

(c) Purchaser will use commercially reasonable efforts to assist in obtaining entry of the Sale Order, including furnishing or filing with the Court such affidavits or declarations as Seller may request for the purpose of obtaining entry of the Sale Order.

(d) All motions and other filings by Seller, including any filings regarding notice procedures and all lists of Persons to receive notice, relating to the sale of the Acquired Assets hereunder shall be in form and substance reasonably satisfactory to Purchaser.

(e) Purchaser shall not, without the prior written consent of Seller, file, join in, or otherwise support or encourage in any manner whatsoever any motion or other filing relating to the sale of the Acquired Assets except consistent with the terms hereof.

(f) In the event that an appeal is taken or a stay pending appeal is requested with respect to the Sale Order, Seller shall promptly notify Purchaser of such appeal or stay request and shall promptly provide to Purchaser a copy of the related notice(s) or order(s). Seller and Purchaser shall use their reasonable best efforts to defend any such appeal or stay request.

7.2 Pre-Closing Operating Covenants of Seller.

(a) Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.5, Section 4.6 and Section 4.7, except as expressly provided in this Agreement, or as required by Law, including in connection with the Chapter 11 Cases (it being understood that no provision of this Section 7.2 will require Seller to make any payment to any of its creditors with respect to any amount owed to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code), without the consent of Purchaser, Seller shall continue to maintain the Acquired Assets and all books and records on a basis consistent with current practice, and shall continue to make all necessary or appropriate filings and payments with and to

Governmental Bodies in connection with the Program in a timely manner, and maintain in effect all existing regulatory approvals required for the ongoing operation of the Program as presently conducted, it being understood that Seller has already taken steps prior to the date of this Agreement to wind down the Business, including suspension of the Program, and it being further understood that Seller shall not be required hereby to make any filing or take any other action with respect to SEC requirements.

(b) Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.5, Section 4.6 and Section 4.7, except as expressly provided in this Agreement, or as required by Law, subject to the limitations of the Bankruptcy Code and the Bankruptcy Rules, without the consent of Purchaser, Seller will not do any of the following, it being understood that Seller has already taken steps prior to the date of this Agreement to wind down the Business:

(i) sell or transfer or create any Encumbrance upon any of the Acquired Assets;

(ii) fail to pay any maintenance fees by the due date therefor with respect to any of the Acquired Assets, absent Purchaser's written authorization after good faith consideration, provided that Purchaser reimburse Seller for payment of the portion of such fees attributable to the post-Closing period;

(iii) reject, cancel, terminate, amend, modify, supplement or rescind any Executory Contract or any terms of any Executory Contract without the express written approval of Purchaser, which shall not be unreasonably withheld or delayed, except for the purpose of effecting any changes in applicable Law or implementing regulatory requirements;

(iv) incur any indebtedness for borrowed money.

(v) transfer, sell, assign, abandon, permit to lapse or grant any rights or modify any existing rights to the Acquired Assets, or enter into any settlement regarding the breach or infringement, misappropriation, dilution or other violation of, or challenge the title to, any such Acquired Assets;

(vi) institute, settle or agree to settle or modify in any manner that is adverse to the Acquired Assets, any litigation, action or other Legal Proceeding before any court or Governmental Body relating to the Acquired Assets and that is or will be an Assumed Liability (provided, however, that nothing herein shall restrict or prevent Seller from instituting, prosecuting, or settling any claims it may have against Purchaser or its Affiliates arising out of or related to this Agreement); or

(vii) take any action that would have a material and adverse impact on Purchaser's rights under any Assumed Executory Contracts or in respect of any Acquired Asset.

7.3 Access to Information.

(a) Seller agrees that, until the earlier of Closing or the termination of this Agreement in accordance with Section 4.5, Section 4.6 and Section 4.7, Purchaser shall be entitled, through its Representatives, to have such reasonable access to and make such reasonable investigation and examination of the books and records, properties, businesses, assets, accountants, auditors, counsel and operations of Seller as Purchaser's Representatives may reasonably request, provided, however, that Seller shall not be obligated to provide information that it is not permitted to provide under applicable Law. Any such investigations and examinations shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances, including Seller's right to have its Representatives accompany Purchaser and its Representatives at the time of any on-site inspection or examination and shall be subject to restrictions under applicable Law. Pursuant to this Section 7.3, Seller shall furnish to Purchaser and its Representatives such financial, operating and property related data and other information as such Persons reasonably request. Seller shall use commercially reasonable efforts to cause its Representatives to reasonably cooperate with Purchaser and Purchaser's Representatives in connection with such investigations and examinations, and Purchaser shall, and use its commercially reasonably efforts to cause its Representatives to, reasonably cooperate with Seller and its Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Purchaser and its Representatives shall be permitted to contact, or engage in discussions or otherwise communicate with Seller's landlords, clients, suppliers and other Persons with which Seller has material commercial dealings, provided, that Purchaser must obtain the prior consent of Seller, which consent shall not be unreasonably withheld or delayed, to initiate such communications and give Seller the opportunity to be present therefor.

(b) No information received pursuant to an investigation made under this Section 7.3 shall be deemed to (i) qualify, modify, amend or otherwise affect any representations, warranties, covenants or other agreements of Seller set forth in this Agreement or any certificate or other instrument delivered to Purchaser in connection with the transactions contemplated hereby, (ii) limit or restrict the remedies available to the parties under applicable Law arising out of a breach of this Agreement or otherwise available at Law or in equity, or (iii) limit or restrict the ability of either party to invoke or rely on the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement set forth in Article VIII.

7.4 Reasonable Efforts; Further Assurances of Each Party. Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.5, Section 4.6 and Section 4.7, in each case, subject to the limitations of the Bankruptcy Code and Bankruptcy Rules:

(a) each party will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Article VIII); and

(b) the parties will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Agreement and the transactions contemplated herein.

7.5 Regulatory Affairs.

(a) Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.5, Section 4.6 and Section 4.7, Seller shall, to the fullest extent permitted by applicable Law, (i) promptly advise Purchaser of the receipt of any communication from the FDA, SEC or any similar state or foreign Governmental Body or other U.S. Governmental Body whether oral, written, electronic or otherwise, (ii) provide Purchaser with a reasonable opportunity to participate in the preparation of any response thereto and the preparation of any other substantive submission or communication to any such Governmental Body and to review any such response, submission or communication prior to the filing or delivery thereof, and (iii) provide Purchaser with the opportunity to participate in any meetings or substantive telephone conversations that Seller or its representatives may have from time to time with any such Governmental Body. Until the earlier of Closing or the termination of this Agreement in accordance with Section 4.5, Section 4.6 and Section 4.7, at Purchaser's request, Seller shall assist Purchaser in obtaining any meetings with, or facilitating communications between, Purchaser and the FDA, SEC or any similar state or foreign Governmental Body or other U.S. Governmental Body.

(b) To the extent applicable, on the Closing Date (or within such time after the Closing Date as permitted under Applicable Law, but no later than two (2) Business Days after the Closing Date), Seller shall submit to the FDA the Seller FDA Transfer Letters, duly executed by Seller.

ARTICLE VIII.

CONDITIONS TO CLOSING

8.1 Conditions Precedent to the Obligations of Seller and Purchaser. The respective obligations of each party to this Agreement to consummate the transactions contemplated herein are subject to the satisfaction or written waiver, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Seller and Purchaser in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any statute, rule, regulation, Law or Order enacted, issued, entered or promulgated by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(b) the Court shall have entered the Sale Order and such order shall not have been stayed, reversed, vacated, modified or amended (except as modified or amended in any immaterial respect or with the consent of Purchaser, which consent may be withheld in its sole discretion for material modifications and amendments).

8.2 Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived

in writing by Seller in whole or in part to the extent permitted by applicable Law) in addition to those set forth in Section 8.1:

(a) Covenants and Representations. Purchaser shall have performed in all material respects all agreements and covenants required hereby to be performed by Purchaser prior to or at the Closing Date, and the representations and warranties of Purchaser made in Article VI shall be correct and complete in all material respects as of the Closing Date as if made on such date.

(b) Purchase Price. On or prior to the Closing Date, Purchaser shall have satisfied the Purchase Price.

(c) Deliveries. On or prior to the Closing Date, Purchaser shall have delivered to Seller each of the items set forth in Section 4.2 of this Agreement that are required to be delivered by Purchaser.

8.3 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Purchaser in whole or in part to the extent permitted by applicable Law) in addition to those set forth in Section 8.1:

(a) Covenants and Representations. Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, Seller shall have performed all agreements and covenants required hereby to be performed by Seller prior to or at the Closing Date, and the representations and warranties of Seller in Article V shall be correct and complete as of the Closing Date as if made on such date.

(b) Deliveries. On or prior to the Closing Date, Seller shall have delivered to Purchaser each of the items set forth in Section 4.2 of this Agreement that are required to be delivered by Seller.

(c) Payments and Deliveries in Respect of Specified License. Seller shall have (i) paid all amounts owing by it as of the Closing Date under the Specified License, which such amount shall be, at a minimum, equal to the amount specified as the proposed Cure Costs for the Specified License as set forth in the Assumption Notice, and (ii) delivered to the licensor thereunder all documents required in connection with the assignment of the Specified License to the Purchaser.

(d) Regulatory Approvals. All of the Regulatory Approvals necessary for Purchaser to acquire the Acquired Assets, and assume the Assumed Liabilities, shall have been obtained, and all such Regulatory Approvals shall be in full force and effect.

ARTICLE IX.

MISCELLANEOUS

9.1 Transfer Taxes. Any sales, use, transfer, deed, fixed asset, stamp, documentary stamp or other similar type Taxes and recording charges (each, a "Transfer Tax") which may be payable by reason of the acquisition of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated herein shall be timely paid by Purchaser. Purchaser and Seller shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

9.2 Release. Effective as of and conditioned upon the occurrence of Closing, each of Purchaser and Seller hereby releases and forever discharges the other and its Affiliates from any and all Liabilities, actions, causes of actions, suits, damages, costs, expenses, debts, liens, sums of money, accounts, judgments, claims and demands whatsoever, at law or in equity, either in contract or in tort, whether known or unknown, which Seller had, has, or may after the Closing have, or claims to have or have had, against the other or its Affiliates, in connection with any event, conduct or circumstance occurring prior to the Closing, except, in each case, with respect to fraud, gross negligence or willful misconduct of Purchaser or any of its Affiliates.

9.3 Survival. None of the (a) covenants or agreements to be performed by either Seller or Purchaser prior to the Closing pursuant to this Agreement and (b) representations and warranties by Seller or Purchaser contained in this Agreement shall survive Closing, and neither Seller nor Purchaser shall have liability to the other party after Closing for any breach of any such covenant, agreement, representation or warranty. Except as set forth in the immediately preceding sentence, the covenants and agreements of the parties set forth in this Agreement will survive until fully performed or until such performance is expressly waived in writing by the other party.

9.4 Injunctive Relief. Damages at Law may be an inadequate remedy for the breach by Purchaser or Seller of any of its covenants, promises and agreements contained in this Agreement and, accordingly, each of Purchaser and Seller shall be entitled to seek injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights of Purchaser and Seller set forth in this Section 9.4 shall be in addition to any other rights which a party may have at Law or in equity pursuant to this Agreement.

9.5 Entire Agreement; Amendments and Waivers. This Agreement (including the Exhibits and Schedules hereto and other documents specifically referred to herein) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Purchaser and Seller, or in the case of a waiver, by the party against whom the waiver is effective. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver

thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein will be cumulative and, except as otherwise expressly provided herein, are not exclusive of any rights or remedies provided by applicable Law.

9.6 Counterparts; Electronic Signatures. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Facsimile signatures or signatures delivered by email in PDF or similar format will be deemed original signatures for purposes of this Agreement.

9.7 Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of Delaware without regard to principles of conflicts of Law. The parties hereby submit to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware and any U.S. federal appellate court therefrom (or, if the United States Bankruptcy Court for the District of Delaware declines to or may not accept authority or jurisdiction over a particular matter, the United States District Court for the District of Delaware; or if the United States District Court for the District of Delaware declines to or may not accept jurisdiction over a particular matter, any state court within Suffolk County of the Commonwealth of Massachusetts) for any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated herein (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each party further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in Section 9.9 shall be effective service of process for any action, suit or proceeding brought against it in any such court.

9.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.9 Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any party to the other parties shall be in writing and shall be deemed duly given (i) upon delivery, when delivered personally, (ii) one (1) day after being sent by overnight courier or when sent by facsimile transmission or email PDF format (with a confirming copy sent by overnight courier), and (iii) three (3) calendar days after being sent by registered or certified mail, postage prepaid, as follows:

If to Seller, to:

InVivo Therapeutics Corporation
1500 District Avenue
Burlington, MA 01803
Attn: Heather Hamel, Chief Legal Officer
Email: hhamel@invivotherapeutics.com

With a copy to:

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109
Attention: George W. Shuster, Jr.
Email: george.shuster@wilmerhale.com

If to Purchaser, to:

Globus Medical, Inc.
2560 General Armistead Avenue
Audubon, PA 19403-5214
Attention: Senior Vice President, General Counsel and Corporate Secretary
Email: khuller@globusmedical.com

With a copy to:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Attention: Amy Risseeuw and S. Blake Leger
Email: Arisseeuw@wyrick.com; Bleger@wyrick.com

or to such other Persons or addresses as may be designated in writing by the party to receive such notice.

9.10 Binding Effect; Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise expressly stated herein, nothing in this Agreement will create or be deemed to create any Third Party beneficiary rights in any Person or entity not a party to this Agreement. Neither party may assign or delegate its rights or obligations under this Agreement (whether by operation of Law, change of control, or otherwise), either in whole or in part, without the prior written consent of the other party, provided, however, that (a) Purchaser may assign, delegate or transfer any of its rights or obligations under this Agreement to any wholly-owned direct or indirect Subsidiary of Purchaser by sending written notice to, but without the consent of, Seller; provided, further, that such assignment, delegation or transfer shall not relieve Purchaser of any liability or obligation under this Agreement. Any attempted assignment, delegation or transfer in violation of this Section 9.10 shall be void and without effect.

9.11 Third Party Beneficiaries. Except as otherwise expressly stated herein, no Person other than the parties hereto (and any permitted assignee under Section 9.10) shall have any rights or claims under this Agreement.

9.12 Publicity. Except for (i) filings and disclosures that are required in connection with the Chapter 11 Case and (ii) filings and disclosures Purchaser is required to make pursuant to its reporting obligations under the Securities Exchange Act of 1934, neither Seller nor Purchaser will

issue any press release or make any public statement regarding the transactions contemplated hereby, without the prior written consent of the other party.

9.13 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement as a whole will not be affected; and, in such event, Seller and Purchaser shall negotiate in good faith to change and interpret such provision so as to best accomplish the objectives of such provision within the limits of applicable Law or applicable court decision.

9.14 Non-Recourse. Except as expressly contemplated by this Agreement, no past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator, member, partner or equity holder of Seller or Purchaser shall have any liability for (i) any obligations or liabilities of Seller or Purchaser under this Agreement or the certificate of incorporation and by-laws or comparable organizational documents of Seller or Purchaser, or (ii) any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

9.15 Time of the Essence. Time is of the essence in the performance of each of the obligations of the parties and with respect to all covenants and conditions to be satisfied by the parties in this Agreement and all documents, acknowledgments and instruments delivered in connection herewith.

9.16 Miscellaneous.

(a) Certain Interpretations. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) All references in this Agreement to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections, Schedules and Exhibits to this Agreement.

(ii) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(iv) The words "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation" (regardless of whether such words or similar words actually appear).

(v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(vi) Any reference in this Agreement to $ shall mean United States Dollars.

(vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(viii) The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(c) This Agreement is the result of the joint efforts of the parties hereto, and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of the parties and there is to be no construction against any party based on any presumption of that party's involvement in the drafting thereof.

(d) Purchaser acknowledges hereby that Seller may not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

INVIVO THERAPEUTICS HOLDINGS CORP.

By: DocuSigned by: Richard Toselli D4BB5F4B0607459...
Name: Richard Toselli
Title: CEO

-and-

INVIVO THERAPEUTICS CORPORATION

By: DocuSigned by: Richard Toselli D4BB5F4B0607459...
Name: Richard Toselli
Title: CEO

PURCHASER:

GLOBUS MEDICAL, INC.

DocuSigned by:
Keith Pfeil
85A802D5FD71489...

By:_____

Name: Keith Pfeil

Title: CFO

Schedule 5.5

INTELLECTUAL PROPERTY

"Patents" shall mean those Patents listed in Appendix 1A and 1B to that certain Amendment Two to the Exclusive License, dated August 29, 2017, by and between Children's Medical Center Corporation and InVivo Therapeutics Corporation and U.S. patent No. 10,131,786.

EXHIBIT A

Acquired Assets

All of the assets relating to the Program as of the Closing Date, including the following:

1. All tangible assets, including, without limitation, (a) all fixtures, furniture, office supplies, and office equipment, (b) all computers, printers, servers, and other information technology equipment, (c) all machinery, tools and tooling, supplies, spare parts, packaging materials, and other operational and manufacturing equipment, (d) all fixtures, (e) (i) any raw materials (including work in process and inventory), finished goods and other product inventory in the possession or control of, or otherwise held by or on behalf of, or owned by Seller (for the avoidance of doubt, the Acquired Assets also include all manufactured product, packaging material, and any other similar assets relating to the Business which have already been paid for by Seller, and any assets that are under manufacture), (f) all signage, advertising materials, marketing materials, literature and manuals, (g) all Documents, and (h) all other tangible personal property.

2. All intangible assets, including, without limitation, (a) all claims, prepayments, deposits (including security deposits and equipment deposits), refunds, causes of action, choses in action, rights of recovery, rights of setoff, rights of recoupment, and prepaid items relating to or arising from the Acquired Assets or the Assumed Liabilities; (b) all warranties and similar rights, (c) all certificates, licenses, permits, franchises, rights, approvals, clearances, orders, exemptions, registrations, authorizations, and similar rights issued by any governmental entity or agency, (d) all intangible books, records, files, accounts, ledgers, correspondence, and communications all intangible books, records, files, accounts, ledgers, correspondence and communications (including any correspondence submitted to, or received from, the FDA or any contract research organization), (e) all rights under contracts, agreements, and instruments that are not Executory Contracts, including, without limitation, all rights under non-disclosure and confidentiality agreements that are not Executory Contracts and all rights under insurance contracts and to insurance proceeds for claims under such insurance contracts arising after the Closing Date (and to insurance proceeds relating to such claims) to the extent that the insurance proceeds are related to other Acquired Assets, (f) all good will, (g) all files related to or used in connection with the Program, including, but not limited to, all

pre-clinical and clinical files and documents stored on Seller's electronic database, and (h) all other intangible personal property.

3. To the extent not included in the foregoing, all Seller Owned Intellectual Property.

4. All registrations, licenses, permits, approvals, exemptions, certificates, clearances, orders and other authorizations of any Governmental Body, including the FDA.

For the avoidance of doubt, notwithstanding the foregoing, (1) none of the Excluded Assets are included within the Acquired Assets, and (2) all of the Assumed Executory Contracts are Acquired Assets.

EXHIBIT B

Excluded Assets

1. All Cash and Cash Equivalents of Seller.

2. All checking, savings, and deposit accounts of Seller, and all securities accounts of Seller.

3. All Accounts Receivable.

4. Any real estate rights, including rights under any real estate leases.

5. All royalties or milestone payment rights owed to or held by Seller relating to the patidegib program or otherwise owing to, or having been previously sold by Seller to, HealthCare Royalty Partners III, L.P.

6. All royalties or milestone payment rights owed to or held by Seller relating to the duvelisib program or otherwise owing to, or having been previously sold by Seller to, BVF Partners, L.P.

7. All claims, prepayments, deposits (including security deposits and equipment deposits), refunds, rights of recovery, rights of setoff, rights of recoupment, and prepaid items relating to or arising from the Excluded Assets or the Excluded Liabilities.

8. All benefit, retirement, pension, or similar plans relating to employees of Seller.

9. All (a) rights, claims, or causes of action that Seller may have against any Person with respect to any Excluded Asset or Excluded Liability, (b) Avoidance Actions, and (c) estate claims of Seller not constituting Acquired Assets.

10. Any asset of Seller, which would constitute an Acquired Asset (if owned by Seller on the Closing Date) that is conveyed or otherwise disposed of during the period from the date of this Agreement to the Closing Date to the extent such conveyance or other disposal is permitted under, and not prohibited by, Section 7.3 of this Agreement.

11. All losses, loss carry forwards and rights to receive refunds or credits with respect to any and all Taxes of Seller incurred or accrued on or before the Closing Date.

12. All corporate seals, minute books, charter documents, corporate stock record books, original tax and financial records and such other files, books and records of Seller that Seller is required by Law to retain or that exclusively relate to the Excluded Assets and

Excluded Liabilities; provided, however, that Seller shall provide Purchaser with reasonable access to and copies of any such materials.

13. All shares of capital stock or other equity interests of InVivo Therapeutics Holdings Corp. or InVivo Therapeutics Corporation or in any other entity.

14. All insurance providing coverage for or related to current and former directors and officers and the actions and omissions thereof, and all claims and proceeds thereof, and all proceeds of insurance of any type to the extent that such proceeds are the result of claims arising prior to the Closing.

15. Any "Development Plan", "Commercialization Plan" or other plan delivered pursuant to Article III.B. of the Specified License.

16. U.S. Trademark Registration No. 4024071 (InVivo Therapeutics) and www.invivotherapeutics.com

EXHIBIT C

FORM OF BILL OF SALE

THIS BILL OF SALE dated as of [Closing Date], by and among **GLOBUS MEDICAL INC.**, a Delaware corporation ("Purchaser"), and **INVIVO THERAPEUTICS HOLDINGS CORP.**, a Nevada corporation ("Holdings"), and **INVIVO THERAPEUTICS CORPORATION**, a Delaware corporation ("InVivo" and, together with Holdings, "Seller").

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement dated as of June [ ], 2024 (the "Purchase Agreement") providing for the acquisition by Purchaser of certain assets of Seller, and the parties now desire to carry out such transaction by Seller's execution and delivery to Purchaser of this instrument evidencing the vesting in Purchaser of all of the assets and rights of Seller hereinafter described. Capitalized terms used but not defined herein have the meanings given them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Seller in hand paid pursuant to the Purchase Agreement, at or before the execution and delivery hereof, the receipt and sufficiency of which by Seller is hereby acknowledged, Seller hereby conveys, grants, sells, transfers, sets over, assigns, remises, releases and delivers unto Purchaser, its successors and assigns forever, effective as of 12:01 a.m. EDT on the date hereof (the "Effective Time"), all of Seller's right, title and interest in and to the Acquired Assets, free and clear of any Encumbrances, without representation or warranty, express or implied.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS OTHER THAN AS SET FORTH IN THE PURCHASE AGREEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

Seller hereby covenants that, from time to time after the delivery of this instrument, at Purchaser's request and without further consideration, Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required, and in form and substance reasonably acceptable to Seller, to effectively convey, transfer to and vest in Purchaser, and to put Purchaser in possession of, any of the Acquired Assets.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Purchaser and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Purchaser and its successors and assigns.

This instrument is executed by, and shall be binding upon, Seller and its successors and assigns for the uses and purposes above set forth and referred to, effective as of the Effective Time.

This instrument shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Delaware, without regard to its conflict of law principle provisions.

To the extent this Bill of Sale is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale or caused this Bill of Sale to be executed on their behalf by a duly authorized officer as of the date first set forth above.

SELLER:

INVIVO THERAPEUTICS HOLDINGS CORP.

By:_____
Name:
Title:

-and-

INVIVO THERAPEUTICS CORPORATION

By:_____
Name:
Title:

PURCHASER:

GLOBUS MEDICAL INC.

By:_____
Name:
Title: