

WRIGHT MEDICAL GROUP INC

Form S-4

December 21, 2012

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form S-4**  
**REGISTRATION STATEMENT**

*UNDER*

*THE SECURITIES ACT OF 1933*

**WRIGHT MEDICAL GROUP, INC.**

(Exact name of Registrant as specified in its charter)

Delaware  
(State of Incorporation)

3842  
(Primary Standard Industrial  
Classification Code Number)  
5677 Airline Road

13-4088127  
(I.R.S. Employer  
Identification No.)

Arlington, Tennessee 38002

(901) 867-9971

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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**Robert J. Palmisano**

**Chief Executive Officer**

**Wright Medical Group, Inc.**

**5677 Airline Road**

**Arlington, Tennessee 38002**

**(901) 867-9971**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*With copies to:*

**Martin J. Waters, Esq.**

**Robert T. Ishii, Esq.**

**Paul Kinsella**

**Robert F. Kornegay, Esq.**

**Wilson Sonsini Goodrich & Rosati**

**Ropes & Gray LLP**

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**Professional Corporation**

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**Professional Corporation**

**One Market Street**

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**Boston, Massachusetts 02199**

**San Diego, California 92103-3002**

**San Francisco, California 94105-1126**

**(617) 951-7000**

**(858) 350-2300**

**(415) 947-2000**

**Approximate date of commencement of proposed sale of the securities to the public:** As soon as practicable after this registration statement is declared effective and all other conditions to the proposed merger described herein have been satisfied or waived.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box. "

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the Securities Act ), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

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Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

## CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value \$0.01 per share	7,857,888(1)	N/A	\$176,976,621.77(2)	\$24,139.61(3)
Contingent Value Rights (CVRs)	31,659,503(1)	N/A	(2)	(3)

- (1) Represents the maximum number of shares of common stock, par value \$0.01 per share, of Wright Medical Group, Inc. ( Wright ), and the maximum number of contingent value rights ( CVRs ), issuable to holders of common stock, par value \$0.001 per share, of BioMimetic Therapeutics, Inc. ( BioMimetic ) and to holders of certain BioMimetic options, in connection with the proposed merger described in this registration statement. The maximum number of shares of Wright common stock issuable pursuant to the merger was calculated by multiplying 0.2482, the exchange ratio in the merger, by the sum of (i) 28,225,241, the number of shares of BioMimetic common stock outstanding as of November 14, 2012 and (ii) 3,434,262, the number of shares of BioMimetic common stock issuable upon the exercise of BioMimetic options outstanding as of November 14, 2012 (such sum, the Estimated Number ). The maximum number of CVRs issuable pursuant to the merger is equal to the Estimated Number.
- (2) Determined on a combined basis with respect to both the shares of Wright common stock and the CVRs to be issued pursuant to the proposed merger described in this registration statement based on Rules 457(c), 457(f)(1) and 457(f)(3) promulgated under the Securities Act by multiplying (a) \$5.59 (the result of \$7.19, the average of the high and low prices of the BioMimetic common stock as reported on The NASDAQ Global Select Market as of December 19, 2012, less \$1.50, the amount of cash consideration per share payable in the merger in respect of each outstanding share of BioMimetic common stock), by (b) the Estimated Number.
- (3) Determined on a combined basis with respect to both the shares of Wright common stock and the CVRs to be issued pursuant to the proposed merger described in this registration statement in accordance with Section 6(b) of the Securities Act at a rate equal to \$136.40 per \$1,000,000 of the proposed maximum aggregate offering price.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said section 8(a), may determine.

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**The information in this proxy statement/prospectus is not complete and may be changed. Wright Medical Group, Inc. may not sell the securities offered by this proxy statement/prospectus until the registration statement filed with the Securities and Exchange Commission is effective. This proxy statement/prospectus is not an offer to sell these securities and Wright Medical Group, Inc. is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**PRELIMINARY COPY SUBJECT TO COMPLETION, DATED DECEMBER 20, 2012**

MERGER PROPOSED YOUR VOTE IS VERY IMPORTANT

[ ], 2013

Dear Stockholder:

As previously announced, on November 19, 2012, BioMimetic Therapeutics, Inc., referred to as BioMimetic, entered into a merger agreement with Wright Medical Group, Inc., referred to as Wright, under which a wholly owned subsidiary of Wright will merge with BioMimetic, with BioMimetic continuing as the interim surviving entity. Immediately thereafter, BioMimetic will merge with and into a second wholly owned subsidiary of Wright, with such subsidiary continuing as the final surviving entity. The first merger is referred to as the merger, the second merger is referred to as the subsequent merger, and the merger and the subsequent merger are collectively referred to as the mergers.

If the merger agreement is adopted by BioMimetic stockholders and the merger is completed, for each share of BioMimetic common stock that you hold (other than those shares for which appraisal rights are validly exercised or those shares owned by Wright, BioMimetic or their respective subsidiaries), you will be entitled to receive:

\$1.50 in cash, without interest;

0.2482 of a share of common stock of Wright; and

one contingent value right, referred to as a CVR, issued by Wright.

The mix of cash and stock consideration is subject to adjustment, if necessary, under the merger agreement in relation to certain provisions of the NASDAQ Marketplace Rules. Each CVR will entitle its holder to receive an additional \$3.50 in cash upon approval by the U.S. Food and Drug Administration of Augment® Bone Graft; an additional \$1.50 in cash the first time aggregate sales of specified products exceed \$40 million during a consecutive 12-month period; and an additional \$1.50 in cash the first time aggregate sales of specified products exceed \$70 million during a consecutive 12-month period. The CVRs will terminate on the earlier of the sixth anniversary of the completion of the merger or the payment date for the second product sales milestone.

BioMimetic common stock is listed on The NASDAQ Global Select Market under the symbol BMTI. Wright common stock is listed on The NASDAQ Global Select Market under the symbol WMGL. On [ ], 2013, the last trading day prior to the date of this proxy statement/prospectus, the last reported sale price per share of Wright common stock on The NASDAQ Global Select Market was \$[ ]. There is currently no public market for the CVRs. Wright has agreed to use its reasonable best efforts to cause the CVRs to be approved for listing on The NASDAQ Global Select Market or The NASDAQ Global Market.

The merger cannot be completed unless BioMimetic stockholders holding a majority of the outstanding shares of BioMimetic common stock as of the close of business on January 2, 2013 vote in favor of the adoption of the merger agreement at the special meeting of BioMimetic stockholders to be held [ ], 2013, referred to as the special meeting. **Your vote is very important, regardless of the number of shares you own. Whether or not you expect to attend the special meeting in person, please vote or otherwise submit a proxy to vote your shares as promptly as possible so that your shares may be represented and voted at the special meeting.**

In addition, at the special meeting you also will be asked to approve the adjournment of the special meeting under certain circumstances and to approve, on an advisory (non-binding) basis, the golden parachute compensation payments that will or may be paid by BioMimetic to its named executive officers in connection with the merger.

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**THE BIOMIMETIC BOARD OF DIRECTORS HAS UNANIMOUSLY DETERMINED THAT THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, INCLUDING THE MERGER, ARE ADVISABLE AND FAIR TO, AND IN THE BEST INTEREST OF, BIOMIMETIC AND ITS STOCKHOLDERS, ADOPTED THE MERGER AGREEMENT AND DECLARED ADVISABLE THE MERGER AND UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE ADOPTION OF THE MERGER AGREEMENT, FOR THE ADVISORY GOLDEN PARACHUTE COMPENSATION PROPOSAL AND FOR THE ADJOURNMENT OF THE SPECIAL MEETING, IF NECESSARY, TO SOLICIT ADDITIONAL PROXIES.**

For a discussion of risk factors that you should consider in evaluating the transaction, see **Risk Factors** beginning on page 21 of the attached proxy statement/prospectus. The market price of Wright common stock will continue to fluctuate following the date of the special meeting on the merger proposal. Consequently, at the time of the special meeting, the value of the stock consideration will not yet be determined.

We urge you to read the attached proxy statement/prospectus carefully and in its entirety.

Sincerely,

Samuel E. Lynch

President & Chief Executive Officer

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THE MERGER OR OTHER TRANSACTIONS DESCRIBED IN THE ATTACHED PROXY STATEMENT/PROSPECTUS OR THE SECURITIES TO BE ISSUED PURSUANT TO THE MERGER UNDER THE ATTACHED PROXY STATEMENT/PROSPECTUS NOR HAVE THEY DETERMINED IF THE ATTACHED PROXY STATEMENT/PROSPECTUS IS ACCURATE OR ADEQUATE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The attached proxy statement/prospectus is dated [ ], 2013 and is first being mailed to BioMimetic stockholders on or about [ ], 2013.

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**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS**

**To Be Held [ ], 2013**

The special meeting of stockholders of BioMimetic Therapeutics, Inc., a Delaware corporation ( BioMimetic ), referred to as the special meeting, will be held at 389 Nichol Mill Lane, Franklin, Tennessee 37067, on [ ], 2013, at [ ] local time. The purposes of the special meeting are to:

1. Consider and vote upon a proposal to adopt the Agreement and Plan of Merger, dated as of November 19, 2012, by and among BioMimetic, Wright Medical Group, Inc., a Delaware corporation ( Wright ), Achilles Merger Subsidiary, Inc., a Delaware corporation and wholly owned subsidiary of Wright, and Achilles Acquisition Subsidiary, LLC, a Delaware limited liability company and wholly owned subsidiary of Wright, as it may be amended from time to time (the Merger Agreement ), a copy of which is attached as Annex A to the proxy statement/prospectus accompanying this notice.
2. Consider and vote upon a proposal to approve, on an advisory (non-binding) basis, the golden parachute compensation payments that will or may be paid by BioMimetic to its named executive officers in connection with the merger.
3. Consider and vote upon a proposal to adjourn the special meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of the adoption of the Merger Agreement.

**The board of directors of BioMimetic unanimously recommends a vote FOR each of these proposals.**

Only holders of record of BioMimetic common stock at the close of business on January 2, 2013 will be entitled to vote at the special meeting or any adjournments or postponements thereof. A list of stockholders entitled to vote at the special meeting will be available in BioMimetic's office located at 389 Nichol Mill Lane, Franklin, Tennessee 37067 during regular business hours for a period not less than 10 days before the special meeting, as well as at the place of the special meeting during the special meeting.

For the security of everyone attending the special meeting, a BioMimetic stockholder must present photo identification to be admitted to the special meeting.

Your vote is very important. The affirmative vote of the holders of a majority of the outstanding shares of BioMimetic common stock entitled to vote at the special meeting is required to adopt the Merger Agreement. Accordingly, a failure to vote, referred to as an abstention, will have the same effect as a vote **AGAINST** the adoption of the Merger Agreement.

Whether or not you plan to attend the special meeting in person, we urge you to submit your proxy as promptly as possible (1) through the Internet, (2) by telephone or (3) by marking, signing and dating the enclosed proxy card and returning it in the pre-addressed postage-paid envelope provided. You may revoke your proxy at any time before it is voted at the special meeting. If you attend the special meeting and wish to vote in person, then you may revoke your proxy and vote in person. If your shares are held in street name by your bank, broker or other nominee, only that bank, broker or other nominee can vote your shares and a vote cannot be cast unless you provide such bank, broker or other nominee with instructions or obtain a legal proxy from them. You should follow the directions provided by your bank, broker or other nominee regarding how to instruct them to vote your shares.

By Order of the Board of Directors of BioMimetic,

Samuel E. Lynch

President and Chief Executive Officer

Franklin, Tennessee

[ ], 2013

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**REFERENCES TO ADDITIONAL INFORMATION**

The accompanying proxy statement/prospectus incorporates important business and financial information about BioMimetic and Wright from other documents that BioMimetic and Wright have filed with the U.S. Securities and Exchange Commission, referred to as the SEC, and that are included in or delivered with the proxy statement/prospectus. For a listing of documents incorporated by reference in the proxy statement/prospectus, please see the section entitled "Where You Can Find More Information." This information is available for you to review at the SEC's public reference room located at 100 F Street, N.E., Room 1580, Washington, DC 20549, and through the SEC's website at [www.sec.gov](http://www.sec.gov). You can also obtain those documents incorporated by reference in the proxy statement/prospectus free of charge by requesting them in writing or by telephone from the appropriate company at the following addresses and telephone numbers:

BioMimetic Therapeutics, Inc.

389 Nichol Mill Lane

Franklin, TN 37067

Attention: Investor Relations

Telephone Number: (615) 844-1280

[www.biomimetics.com](http://www.biomimetics.com)

Wright Medical Group, Inc.

5677 Airline Road

Arlington, TN 38002

Attention: Investor Relations

Telephone Number: (901) 867-9971

[www.wmt.com](http://www.wmt.com)

In addition, you may also obtain additional copies of the proxy statement/prospectus or the documents incorporated by reference into the proxy statement/prospectus by contacting Alliance Advisors, LLC, BioMimetic's proxy solicitor, at the address and telephone number listed below. You will not be charged for any of these documents that you request.

Alliance Advisors, LLC

200 Broadacres Drive, 3<sup>rd</sup> Floor

Bloomfield, NJ 07003

Tel: (877) 777-4270 (toll free for investors)

(973) 873-7721 (for banks and brokers)

**If you would like to request documents from BioMimetic, you must do so by [ ], 2013, in order to receive them before the special meeting.**

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**QUESTIONS AND ANSWERS ABOUT THE MERGERS**

The following questions and answers are intended to address briefly some commonly asked questions regarding the mergers which are described below. These questions and answers may not address all questions that may be important to you as a BioMimetic stockholder. To better understand these matters, and for a description of the legal terms governing the mergers, you should carefully read this entire proxy statement/prospectus, including the annexes, as well as the documents incorporated by reference into this document. See [Where You Can Find More Information](#).

Unless otherwise indicated or required by the context, in this proxy statement/prospectus all references to [Wright](#) refer to Wright Medical Group, Inc. and its subsidiaries; all references to [merger sub](#) refer to Achilles Merger Subsidiary, Inc., a direct wholly owned subsidiary of Wright; all references to [sister subsidiary](#) refer to Achilles Acquisition Subsidiary, LLC, a direct wholly owned subsidiary of Wright; all references to [BioMimetic](#) refer to BioMimetic Therapeutics, Inc. and its subsidiaries; all references to the [Merger Agreement](#) refer to the Agreement and Plan of Merger, dated as of November 19, 2012, by and among BioMimetic, Wright, merger sub and sister subsidiary, a copy of which is attached as [Annex A](#) to this proxy statement/prospectus, as it may be amended from time to time; all references to the [merger](#) refer to the merger of merger sub, with and into BioMimetic, with BioMimetic continuing as the interim surviving entity contemplated by the Merger Agreement; all references to the [subsequent merger](#) refer to the merger of BioMimetic with and into sister subsidiary, with sister subsidiary continuing as the final surviving entity; all references to the [mergers](#) refer collectively to the merger and the subsequent merger; all references to the [BioMimetic Board](#) refer to the board of directors of BioMimetic; all references to the [Wright Board](#) refer to the board of directors of Wright; all references to the [committed stockholders](#) refer to the directors and certain officers of BioMimetic, as well as their stockholder affiliates, who together beneficially owned approximately 30% of the outstanding shares of BioMimetic common stock as of November 16, 2012; and all references to the [CVR Agreement](#) refer to the Contingent Value Rights Agreement to be entered into by Wright and a trustee mutually acceptable to Wright and BioMimetic, prior to the completion of the merger, a copy of which is attached as [Annex B](#) to this proxy statement/prospectus.

**Q: Why am I receiving this document?**

A: Wright and BioMimetic have agreed to a business combination pursuant to the terms of the Merger Agreement, as a result of which BioMimetic will become a direct or indirect wholly owned subsidiary of Wright and will cease to be a publicly held corporation. In order for the companies to complete the merger, the holders of a majority of the outstanding shares of BioMimetic common stock must vote to adopt the Merger Agreement. BioMimetic is holding a special meeting of stockholders, referred to as the special meeting, to obtain such stockholder approval. At the special meeting, BioMimetic stockholders will also be asked to approve, on an advisory (non-binding) basis, the [golden parachute compensation payments](#) that will or may be paid by BioMimetic to its named executive officers in connection with the merger, referred to as the [golden parachute compensation proposal](#), and to approve the adjournment of the special meeting under certain circumstances.

This document is being delivered to you as both a proxy statement of BioMimetic and a prospectus of Wright in connection with the merger. It is the proxy statement by which the BioMimetic Board is soliciting proxies from you to vote at the special meeting. It is also the prospectus by which Wright will issue Wright common stock and contingent value rights, referred to as CVRs, to you in the merger.

**Q: What is the proposed transaction for which I am being asked to vote?**

A: You are being asked to adopt the Merger Agreement providing for the business combination of BioMimetic and Wright upon the terms and conditions of the Merger Agreement described in this proxy statement/prospectus, which is attached as [Annex A](#) to this proxy statement/prospectus. You are also being asked to approve the [golden parachute compensation proposal](#) and the adjournment of the special meeting under certain circumstances. This proxy statement/prospectus contains important information about the mergers, including the special meeting. You should read it carefully and in its entirety.

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The adoption of the Merger Agreement by BioMimetic stockholders is a condition to the obligations of BioMimetic and Wright to complete the merger. Neither the approval of the proposal to adjourn the special meeting, if necessary, nor the approval of the golden parachute compensation proposal is a condition to the obligations of BioMimetic and Wright to complete the merger.

**Q: If the merger is completed, what will I receive for my shares of BioMimetic common stock?**

A: Upon completion of the merger, each share of BioMimetic common stock that is issued and outstanding (other than those shares for which appraisal rights are validly exercised or those shares owned by Wright, BioMimetic or their respective subsidiaries) will be cancelled and converted into the right to receive (1) \$1.50 in cash, without interest; (2) 0.2482, also referred to as the exchange ratio of 0.2482, of a share of Wright common stock; and (3) one CVR. The consideration described in clauses (1) and (2) is subject to adjustment, if necessary, under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules.

The consideration payable in the merger described in clauses (1), (2) and (3) together is referred to herein as the merger consideration. See The Merger Agreement Merger Consideration and The Merger Agreement Treatment of BioMimetic Stock Options.

**Q: What are the CVRs?**

A: The CVRs are contingent value rights to be issued in the merger by Wright. A holder of a CVR will be entitled to receive the following cash payments from Wright, conditioned upon the achievement of certain milestones as follows:

*Approval Milestone:* \$3.50 in cash per CVR upon United States, referred to as U.S., Food and Drug Administration, referred to as the FDA, approval of Augment® Bone Graft on or before the sixth anniversary of the completion of the merger, referred to as the approval milestone.

*Product Sales Milestone #1:* \$1.50 in cash per CVR the first time aggregate sales of specified products exceed \$40 million during a consecutive 12-month period. If such milestone is achieved prior to the second anniversary of the completion of the merger, the payment related to such milestone will be payable on the later of the second anniversary of the completion of the merger or 20 business days following notice of achievement of the milestone, referred to as product sales milestone #1.

*Product Sales Milestone #2:* \$1.50 in cash per CVR the first time aggregate sales of specified products exceed \$70 million during a consecutive 12-month period. If such milestone is achieved prior to the third anniversary of the completion of the merger, the payment related to such milestone will be payable on the later of the third anniversary of the completion of the merger or 20 business days following notice of achievement of the milestone, referred to as product sales milestone #2. Product sales milestone #1 and product sales milestone #2 are collectively referred to as product sales milestones.

The CVRs will terminate on the earlier of the sixth anniversary of the completion of the merger or the payment date for product sales milestone #2. See Description of the CVRs.

**Q: How was the merger consideration to be paid to holders of BioMimetic common stock determined?**

A: The merger consideration was determined as a result of arm's length negotiations between the management of BioMimetic and the BioMimetic Board, on the one hand, and the management of Wright and the Wright Board, on the other hand.



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### **Q: What will happen to BioMimetic as a result of the mergers?**

A: The acquisition of BioMimetic by Wright will be accomplished through the merger, with BioMimetic surviving the merger as a wholly owned subsidiary of Wright, and then immediately thereafter through the subsequent merger, with BioMimetic merging with and into sister subsidiary, with sister subsidiary surviving the subsequent merger as the final surviving entity and a wholly owned subsidiary of Wright. As a result of the mergers, BioMimetic common stock will be cancelled and delisted from The NASDAQ Global Select Market and will no longer be publicly traded.

### **Q: Why did the BioMimetic Board approve the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger?**

A: To review the BioMimetic Board's reasons for recommending and approving the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger, see "The Merger" Reasons for the Merger BioMimetic's Reasons for the Merger.

### **Q: How does the BioMimetic Board recommend that I vote?**

A: After careful consideration, the BioMimetic Board unanimously recommends that you vote your shares **FOR** the adoption of the Merger Agreement, **FOR** the approval of the golden parachute compensation proposal and **FOR** the adjournment of the special meeting if necessary to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement at the time of the special meeting.

### **Q: Is the approval of stockholders necessary to adopt the Merger Agreement?**

A: Adoption of the Merger Agreement requires approval of the holders of a majority of the outstanding shares of BioMimetic common stock. On November 19, 2012, the committed stockholders entered into voting agreements with Wright, under which they agreed, subject to the terms thereof, to vote all of their shares of BioMimetic common stock in favor of the adoption of the Merger Agreement and the transactions contemplated by the Merger Agreement and against, among other things, any business combination or extraordinary corporate transaction involving BioMimetic or any of its subsidiaries, other than the merger or any business combination or transaction with Wright or any of its affiliates. Each of the committed stockholders also granted an irrevocable proxy to Wright to vote or execute consents with respect to such committed stockholder's shares of BioMimetic common stock in accordance with the preceding sentence. The voting agreements will terminate upon the earliest to occur of: (1) the valid termination of the Merger Agreement in accordance with its terms; (2) the completion of the merger; (3) any amendment to Merger Agreement that has not been approved by the committed stockholders that reduces the merger consideration payable to the committed stockholders; or (4) September 30, 2013. A copy of the form of voting agreement is attached to this proxy statement/prospectus as [Annex C](#). See "Voting Agreement."

### **Q: What is golden parachute compensation and why am I being asked to vote on it?**

A: The U.S. Securities and Exchange Commission, referred to as the SEC, has adopted rules that require BioMimetic to seek an advisory (non-binding) vote on golden parachute compensation. Golden parachute compensation is certain compensation that is tied to or based on the merger and that will or may be paid by BioMimetic to its named executive officers in connection with the merger.

### **Q: What happens if the golden parachute compensation proposal is not approved?**

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- A: Approval of the golden parachute compensation proposal is not a condition to completion of the merger. The vote is an advisory vote and is not binding. If the merger is completed, BioMimetic may pay golden parachute compensation to its named executive officers in connection with the merger even if BioMimetic stockholders fail to approve the golden parachute compensation proposal.

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**Q: What stockholder vote is required for the approval of each proposal?**

A: The following are the vote requirements for the proposals:

*Adoption of the Merger Agreement:* The affirmative vote of holders of a majority of the shares of BioMimetic common stock outstanding and entitled to vote on the proposal. Accordingly, an abstention, broker non-vote or other failure to vote will have the same effect as a vote **AGAINST** the proposal.

*Adjournment (if necessary):* The affirmative vote of holders of a majority of the shares of BioMimetic common stock present in person or represented by proxy at the special meeting and entitled to vote on the proposal. Accordingly, an abstention will have the same effect as a vote **AGAINST** the proposal, while a broker non-vote or other failure to vote will have no effect on the proposal.

*Approval of Golden Parachute Compensation:* The affirmative vote of holders of a majority of the shares of BioMimetic common stock present in person or represented by proxy at the special meeting and entitled to vote on the proposal. Accordingly, an abstention will have the same effect as a vote **AGAINST** the proposal, while a broker non-vote or other failure to vote will have no effect on the proposal.

**Q: When and where will the special meeting be held?**

A: The special meeting is scheduled to be held at [ ] a.m. local time, on [ ], 2013, at 389 Nichol Mill Lane, Franklin, Tennessee 37067.

**Q: Who is entitled to vote at the special meeting?**

A: The BioMimetic Board has fixed January 2, 2013 as the record date for the special meeting. If you were a BioMimetic stockholder as of the close of business on the record date, you are entitled to vote your BioMimetic shares at the special meeting.

**Q: How many votes do I have?**

A: You are entitled to one vote at the special meeting for each share of BioMimetic common stock that you owned as of the close of business on the record date. As of the close of business on the record date, there were [ ] outstanding shares of BioMimetic common stock.

**Q: What constitutes a quorum?**

A: Stockholders who hold at least a majority of the outstanding shares of BioMimetic common stock as of the close of business on the record date must be present, either in person or represented by proxy, in order to constitute a quorum to conduct business at the special meeting.

**Q: What is the difference between holding shares as a stockholder of record or in street name ?**

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A: If your shares are registered directly in your name with BioMimetic's transfer agent, American Stock Transfer & Trust Company, you are considered, with respect to those shares, the stockholder of record. If you are a stockholder of record, this proxy statement/prospectus and the enclosed proxy card have been sent directly to you by BioMimetic.

If your shares are held in a stock brokerage account or by a bank or other nominee, you are considered the beneficial owner of shares held in street name. This proxy statement/prospectus has been forwarded to you by your broker, bank or other nominee who is considered, with respect to those shares, the stockholder of record. As the beneficial owner of shares held in street name, you have the right to direct your broker, bank or other nominee how to vote your shares by using the voting instruction card provided by your broker, bank or other nominee with this proxy statement/prospectus. If you do not provide instructions on how to vote your shares to your broker, bank or other nominee, your shares will not be voted at the special meeting. This will have the same effect as a vote **AGAINST** the adoption of the Merger Agreement.

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**Q: How do I vote my shares at the special meeting?**

A: Whether you plan to attend the special meeting or not, you are urged to vote by proxy. Voting by proxy will not affect your right to attend the special meeting.

If your shares are registered directly in your name through the Company's stock transfer agent, American Stock Transfer & Trust Company, or you have physical stock certificates, you may vote:

By Mail. Complete, sign, date and mail the enclosed proxy card in the enclosed postage prepaid envelope. Your proxy will be voted in accordance with your instructions. BioMimetic must receive your proxy card no later than the close of business on [ ], 2013. If you sign the proxy card but do not specify how you want your shares voted, they will be voted as described in "How will my proxy be voted?" section below.

By Internet or By Telephone. Follow the instructions attached to the proxy card to vote by Internet or telephone.

In Person at the Special Meeting. If you attend the special meeting, you may deliver your completed proxy card in person or you may vote by completing a ballot, which will be available at the special meeting.

A BioMimetic stockholder's abstention from voting on any of the proposals or a stockholder's failure to vote will have the same effect as a vote **AGAINST** each of the proposals.

**Q: If my shares are held in street name by my broker, will my broker automatically vote my shares for me?**

A: No. If your shares are held in street name (held in the name of a bank, broker or other nominee), you must provide the bank, broker or other nominee with instructions on how to vote your shares and can generally do so as follows:

By Mail. You will receive instructions from your broker or other nominee explaining how to vote your shares.

By Internet or By Telephone. Follow the instructions you receive from your broker to vote by Internet or telephone.

In Person at the Special Meeting. Contact the bank, broker or other nominee who holds your shares to obtain a broker's proxy card and a Legal Proxy letter indicating that you have not already voted by mail, Internet or telephone and therefore are eligible for vote in person at the special meeting. Bring these materials with you to the special meeting. You will not be able to vote at the special meeting unless you have a proxy card and a Legal Proxy letter from your broker.

Brokers do not have discretionary authority to vote on the proposal to adopt the Merger Agreement, the golden parachute compensation proposal or the proposal to adjourn the special meeting under certain circumstances. The broker may still register your shares as being present at the special meeting for purposes of determining a quorum but without your specific authorization, your shares will not be voted in favor of the adoption of the Merger Agreement. This is called a broker non-vote. A broker non-vote will have the same effect as a vote **AGAINST** the adoption of the Merger Agreement, but will have no effect on the vote count of the golden parachute compensation proposal or the proposal to adjourn the special meeting. Therefore, it is very important that you instruct your bank, broker or other nominee how you wish your shares to be voted.

**Q: How will my proxy be voted?**

A: When you sign and return the proxy card or submit your proxy by telephone or over the Internet, you appoint Samuel E. Lynch and Larry Bullock as your representatives at the special meeting. Either Dr. Lynch or Mr. Bullock will vote your shares at the special meeting as you have instructed them in your proxy submission. Each of such persons may appoint a substitute for himself.

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Even if you plan to attend the special meeting, please complete, sign, date and return your proxy card or submit your proxy by telephone or over the Internet in advance of the special meeting in case your plans change. This way, your shares will be voted by you whether or not you actually attend the special meeting.

If you are a stockholder of record and you sign and return your proxy card but do not indicate how you want to vote or do not indicate that you wish to abstain, your shares will be voted **FOR** the adoption of the Merger Agreement, **FOR** the golden parachute compensation proposal, and **FOR** the adjournment proposal.

### **Q: Can I change my vote after I have submitted a proxy or voting instruction card?**

A: Yes. If you are a stockholder of record you can change your vote at any time before your proxy is voted at the special meeting. You can do this in one of three ways:

you can send a signed notice of revocation to the Corporate Secretary of BioMimetic;

you can submit a revised proxy bearing a later date; or

you can attend the special meeting and vote in person, which will automatically cancel any proxy previously given, or you may revoke your proxy in person, but your attendance alone will not revoke any proxy that you have previously given.

If you choose either of the first two methods, your notice of revocation or your new proxy must be received by the Corporate Secretary of BioMimetic no later than the beginning of the special meeting.

If you are a beneficial owner of shares held in street name, you may submit new voting instructions by contacting your broker, bank or other nominee. You may also vote in person at the special meeting if you obtain a proxy from your broker, bank or other nominee and present it to the inspectors of election with your ballot when you vote at the special meeting.

### **Q: Can I attend the special meeting?**

A: All BioMimetic stockholders as of the close of business on the record date may attend the special meeting by showing photo identification and signing in at the special meeting. If you are a stockholder of record (i.e., your shares are held in your name), you must list your name exactly as it appears on your stock ownership records from American Stock Transfer & Trust Company. If you hold shares through a broker, bank or other nominee, you must also provide a copy of your latest bank or broker statement showing your ownership as of the close of business on the record date.

### **Q: As a BioMimetic stockholder, what risks should I consider in deciding whether to vote in favor of the merger?**

A: You should carefully review the section of this proxy statement/prospectus entitled Risk Factors, which sets forth and incorporates by reference certain risks and uncertainties related to the mergers, certain risks and uncertainties to which Wright will be subject following the completion of the mergers, and certain risks and uncertainties to which each of BioMimetic and Wright, as independent companies, is subject.

**Q: Will the merger consideration I receive in the merger increase if the results of operations of BioMimetic improve or if the market price of BioMimetic common stock increases?**

A: No. The merger consideration payable for each share of BioMimetic common stock at closing is fixed at (1) \$1.50 in cash, without interest; (2) 0.2482 of a share of common stock of Wright; and (3) one CVR. However, the consideration for the merger described in clauses (1) and (2) is subject to adjustment, if necessary, under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules. The payment received at closing will not change regardless of the results of operations of BioMimetic or the price of publicly traded common stock of BioMimetic.

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### **Q: What happens if the merger is not completed?**

A: If the Merger Agreement is not adopted by BioMimetic stockholders or if the merger is not completed for any other reason, you will not receive any payment for your shares of BioMimetic common stock in connection with the merger. Instead, BioMimetic will remain an independent public company and its common stock will continue to be listed and traded on The NASDAQ Global Select Market. If the Merger Agreement is terminated under specified circumstances, BioMimetic may be required to pay Wright a fee of \$8.225 million or Wright may be required to pay BioMimetic a fee of \$30 million. See The Merger Agreement Termination Fees.

### **Q: When is the merger expected to be completed?**

A: BioMimetic and Wright intend to complete the merger as quickly as practicable. A number of conditions must be satisfied before the merger can be completed, including the adoption of the Merger Agreement by BioMimetic stockholders. The merger is anticipated to close within three business days following the date of the special meeting, if all conditions to the merger (as described under The Merger Agreement Conditions to the Merger ) are fulfilled or waived on or before the closing date of the merger, referred to as the closing date. BioMimetic and Wright expect the merger to close in the first quarter of 2013, however, the exact timing of the completion of the merger or that the merger will be completed at all cannot be guaranteed. See The Merger Agreement Conditions to the Merger.

### **Q: Am I entitled to appraisal rights?**

A: Yes. Stockholders who do not vote **FOR** the adoption of the Merger Agreement and who hold their shares through the completion of the merger will be entitled to seek appraisal rights under Delaware law in connection with the merger so long as they take all the steps required to perfect their rights under Delaware law. See Rights of Stockholders to Seek Appraisal.

### **Q: What are the material U.S. federal income tax consequences to BioMimetic stockholders of the mergers?**

A: It is currently unclear, and will remain unclear until the closing date, whether the mergers will qualify as a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended, referred to as the Code. Therefore, it is possible that BioMimetic stockholders will be required to recognize gain or loss for U.S. federal income tax purposes taking into account the amount realized (as defined herein on page 126). BioMimetic stockholders should vote to adopt the Merger Agreement only if they are willing to approve a taxable transaction in which they recognize gain or loss.

You should read the section entitled Certain Material U.S. Federal Income Tax Consequences for a more complete discussion of the U.S. federal income tax consequences of the mergers. Tax matters can be complicated and the tax consequences of the mergers to you will depend on your particular tax situation. **You should consult your tax advisor to determine the tax consequences of the mergers to you.**

### **Q: Should I send my BioMimetic common stock certificates now?**

A: No. After the completion of the mergers, you will be sent a letter of transmittal and detailed instructions for exchanging your BioMimetic common stock certificates for the merger consideration.

### **Q: Where can I find more information about BioMimetic and Wright?**

## Edgar Filing: WRIGHT MEDICAL GROUP INC - Form S-4

- A: BioMimetic and Wright file periodic reports and other information with the SEC. You may read and copy this information at the SEC's public reference facilities. Please call the SEC at 1-800-SEC-0330 for information about these facilities. This information is also available on the website maintained by the SEC, at [www.sec.gov](http://www.sec.gov), and on the appropriate company's website, at [www.biomimetics.com](http://www.biomimetics.com) or [www.wmt.com](http://www.wmt.com). For a more detailed description of the information available, please see [Where You Can Find More Information](#).

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**Q: Will a proxy solicitor be used?**

A: Yes. BioMimetic has retained Alliance Advisors, LLC to assist in the distribution and solicitation of proxies for the special meeting and will pay Alliance Advisors, LLC approximately \$10,000 to \$15,000, including out-of-pocket expenses, if applicable, for its services. In addition, BioMimetic's directors, officers and employees may solicit proxies in person or by telephone, e-mail, facsimile transmission or other means of communication, but no additional compensation will be paid to them.

**Q: Who can help answer my questions about the special meeting or the merger?**

A: If you have additional questions about the mergers after reading this proxy statement/prospectus, or require assistance or need additional copies of this proxy statement/prospectus, please contact:

BioMimetic Therapeutics, Inc.  
Attention: Investor Relations  
389 Nichol Mill Lane  
Franklin, TN 37067  
Telephone: (615) 844-1280  
Email: ir@biomimetics.com

Alliance Advisors, LLC  
200 Broadacres Drive, 3<sup>rd</sup> Floor  
Bloomfield, NJ 07003  
Telephone: (877) 777-4270 (toll free for investors)  
(973) 873-7721 (for banks and brokers)

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**SUMMARY**

*The following summary highlights only selected information, and is qualified in its entirety by other information contained elsewhere in this proxy statement/prospectus and may not contain all the information that may be important to you. Accordingly, you are encouraged to read this proxy statement/prospectus carefully and in its entirety, including its annexes and the documents incorporated by reference in this proxy statement/prospectus. See Where You Can Find More Information.*

**Parties to the Merger Agreement**

***Wright Medical Group, Inc.***

*5677 Airline Road*

*Arlington, TN 38002*

*Telephone Number: (901) 867-4680*

Wright Medical Group, Inc., a corporation organized under the laws of Delaware, referred to as Wright, is a global orthopedic medical device company and a leading provider of surgical solutions for the foot and ankle market. Wright specializes in the design, manufacture and marketing of devices and biologic products for extremity, hip and knee repair and reconstruction.

Wright owns 1,125,000 shares of BioMimetic common stock, which represents approximately 4.0% of BioMimetic's outstanding common stock. The calculation of this percentage is based on 28,225,241 shares of BioMimetic common stock issued and outstanding as of November 14, 2012, as represented by BioMimetic in the Merger Agreement.

Wright common stock is listed on The NASDAQ Global Select Market under the symbol WMGI.

Additional information about Wright is included in the documents incorporated by reference into this proxy statement/prospectus. See Where You Can Find More Information.

***BioMimetic Therapeutics, Inc.***

*389 Nichol Mill Lane*

*Franklin, TN 37067*

*Telephone Number: (615) 844-1280*

BioMimetic Therapeutics, Inc., a corporation organized under the laws of Delaware, referred to as BioMimetic, is a biotechnology company specializing in the development and commercialization of clinically proven products to promote the healing of musculoskeletal injuries and diseases, including therapies for orthopedics, sports medicine and spine applications. All Augment® branded products are based upon recombinant human platelet-derived growth factor (rhPDGF-BB), which is an engineered form of PDGF, one of the body's principal agents to stimulate and direct healing and regeneration.

BioMimetic has received regulatory approvals to market Augment® Bone Graft in Canada, Australia and New Zealand for use in hindfoot and ankle fusion indications. Augment® Bone Graft is pending regulatory decisions in the U.S. and European Union for similar indications. BioMimetic also markets a bone graft substitute line of products for orthopedic indications called Augmatrix Biocomposite Bone Graft.

BioMimetic common stock is listed on The NASDAQ Global Select Market under the symbol BMTI.

Additional information about BioMimetic is included in the documents incorporated by reference into this proxy statement/prospectus. See Where You Can Find More Information.



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### ***Achilles Merger Subsidiary, Inc.***

*5677 Airline Road*

*Arlington, TN 38002*

*Telephone: (901) 867-4680*

Achilles Merger Subsidiary, Inc., a corporation organized under the laws of Delaware, referred to as merger sub, was formed solely for the purpose of facilitating the merger. Merger sub has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. By operation of the merger, merger sub will be merged with and into BioMimetic, merger sub's separate existence will cease and BioMimetic will become an interim wholly owned subsidiary of Wright.

### ***Achilles Acquisition Subsidiary, LLC***

*5677 Airline Road*

*Arlington, TN 38002*

*Telephone: (901) 867-4680*

Achilles Acquisition Subsidiary, LLC, a limited liability company organized under the laws of Delaware, referred to as sister subsidiary, was formed solely for the purpose of facilitating the subsequent merger. Sister subsidiary has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. Immediately following the merger of merger sub with and into BioMimetic, BioMimetic will be merged with and into sister subsidiary, and by operation of this merger, BioMimetic's separate existence will cease and sister subsidiary will become the final surviving entity and a direct or indirect wholly owned subsidiary of Wright.

## **The Mergers**

Under the Merger Agreement, merger sub will merge with and into BioMimetic, and BioMimetic will be the interim surviving entity. Immediately thereafter, BioMimetic will merge with and into sister subsidiary, and sister subsidiary will be the final surviving entity. As a result of the mergers, BioMimetic will become a wholly owned subsidiary of Wright. Common stock of Wright will continue to be listed on The NASDAQ Global Select Market under the symbol WMGI. The merger is anticipated to close within three business days following the date of the special meeting, if all conditions to the merger (as described under *The Merger Agreement Conditions to the Merger*) are fulfilled or waived on or before the closing date. However, the exact timing of the completion of the merger cannot be guaranteed. See *The Merger Agreement Conditions to the Merger*.

## **Merger Consideration**

Upon completion of the merger, each share of BioMimetic common stock that is issued and outstanding (other than those shares for which appraisal rights are validly perfected or those shares owned by Wright or BioMimetic or any other subsidiary of Wright or BioMimetic) will be cancelled and converted into the right to receive (1) \$1.50 in cash, without interest; (2) 0.2482 of a share of Wright common stock; and (3) one CVR. However, the consideration for the merger described in clauses (1) and (2) is subject to adjustment, if necessary, under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules.

## **The CVRs**

The CVRs will be issued under the CVR Agreement to be entered into by Wright and a trustee mutually acceptable to Wright and BioMimetic prior to the completion of the merger. A copy of the form of CVR Agreement is attached as [Annex B](#) to this proxy statement/prospectus.



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If required by law, Wright will use its reasonable best efforts to cause the CVR Agreement to be qualified under the Trust Indenture Act of 1939, as amended, referred to as the Trust Indenture Act. The terms of the CVRs include those stated in the CVR Agreement and those made part of the CVR Agreement by reference to the applicable provisions of Trust Indenture Act.

The CVRs are contingent value rights to be issued in the merger by Wright. Each CVR will entitle its holder to receive: (1) \$3.50 in cash upon FDA approval of Augment® Bone Graft on or before the sixth anniversary of the completion of the merger; (2) \$1.50 in cash the first time aggregate sales of specified products exceed \$40 million during a consecutive 12-month period and if such milestone is achieved prior to the second anniversary of the completion of the merger, the payment related to such milestone will be payable on the later of the second anniversary of the completion of the merger or 20 business days following notice of achievement of the milestone; and (3) \$1.50 in cash the first time aggregate sales of specified products exceed \$70 million during a consecutive 12-month period and if such milestone is achieved prior to the third anniversary of the completion of the merger, the payment related to such milestone will be payable on the later of the third anniversary of the completion of the merger or 20 business days following notice of achievement of the milestone. Calculations of the aggregate sales of specified products for the product sales milestones will be determined in accordance with U.S. generally accepted accounting principles, referred to as U.S. GAAP (or International Financial Reporting Standards, if adopted by Wright). The CVRs will terminate on the earlier of the sixth anniversary of the completion of the merger or the payment date for product sales milestone #2.

Wright has agreed to use diligent efforts (as defined herein on page 115) to achieve the approval milestone and the product sales milestones through the sales of marketed products (as defined herein on page 115), subject to certain limitations agreed to in the CVR Agreement.

While any CVRs remain outstanding, Wright and its affiliates will not sell or dispose of their rights in specified products to a third party, unless (1) Wright (or its successor) shall agree to remain subject to the obligations under the CVR Agreement to make milestone payments if and when such a payment is due in accordance with the terms of the CVR Agreement; and (2) the gross amounts invoiced for the specified products by the applicable transferee will be reflected in product sales of Wright or its successor in accordance with the terms of the CVR Agreement and the agreement for such product disposition transaction requires the applicable transferee to comply with certain covenants in the CVR Agreement to the same extent as Wright.

The CVRs are unsecured obligations of Wright, subordinated to certain of Wright's senior obligations specified in the CVR Agreement.

There are numerous risks associated with the CVRs, including whether Wright will achieve the approval milestone and generate sufficient product sales to achieve the product sales milestones to require any payment under the CVR Agreement, and there is no assurance that the milestones will be achieved. The CVRs are freely transferable (subject to restrictions under applicable securities laws) and are being registered with the SEC in connection with the merger pursuant to the registration statement on Form S-4, referred to as the registration statement, of which this proxy statement/prospectus forms a part. Wright has agreed to use its reasonable best efforts to maintain a listing of the CVRs on The NASDAQ Global Select Market or The NASDAQ Global Market for as long as the CVRs remain outstanding. See Risk Factors and Description of the CVRs.

## **Opinion of BioMimetic's Financial Advisor**

Goldman, Sachs & Co., referred to as Goldman Sachs, delivered its opinion to the BioMimetic Board that, as of November 19, 2012 and based upon and subject to the factors and assumptions set forth therein, the 0.2482 shares of Wright common stock, \$1.50 in cash, and one CVR issued by Wright under the CVR Agreement per share of BioMimetic common stock to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement was fair from a financial point of view to such holders.

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The full text of the written opinion of Goldman Sachs, dated November 19, 2012, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex D. Goldman Sachs provided its opinion for the information and assistance of the BioMimetic Board in connection with its consideration of the transaction contemplated by the Merger Agreement. The Goldman Sachs opinion does not constitute a recommendation as to how any holder of the BioMimetic common stock should vote with respect to the transaction contemplated by the Merger Agreement or any other matter. Pursuant to an engagement letter between BioMimetic and Goldman Sachs, BioMimetic has agreed to pay Goldman Sachs a transaction fee of \$4 million, all of which is contingent upon consummation of the transaction contemplated by the Merger Agreement.

### **Interests of Directors and Executive Officers of BioMimetic in the Merger**

When considering the recommendation of the BioMimetic Board to approve the proposal to adopt the Merger Agreement, you should be aware that BioMimetic directors and executive officers may have interests in the merger that are different from, or in addition to, the interests of BioMimetic stockholders generally. The BioMimetic Board was aware of and considered these interests, among other matters, in approving the Merger Agreement and the merger, and in recommending that the merger agreement be adopted by BioMimetic stockholders. These interests include the following:

continued indemnification and, for a period of six years following the closing of the merger, insurance coverage of directors and executive officers;

BioMimetic executive officers' eligibility to receive certain retention payments in connection with their continued employment with BioMimetic through and following the closing date;

[ ], an independent member of the BioMimetic Board, will be nominated by Wright for election to the Wright Board at Wright's 2013 annual meeting of stockholders;

BioMimetic executive officers' eligibility to receive certain severance and other benefits upon a qualifying termination of their employment following the closing date;

accelerated vesting of certain unvested equity awards held by certain BioMimetic executive officers in the event of an involuntary termination without cause or a voluntary termination for good reason within one year following the closing of the merger; and

for the one-year period following the closing date, Wright has agreed to provide each employee of BioMimetic who continues as employees of the final surviving entity annual base salary at a rate no lower than the rate in effect prior to the merger, incentive pay opportunities that are no less favorable than those provided prior to the merger and benefits that are no less favorable in the aggregate than those provided by BioMimetic prior to the merger or those provided by Wright to similarly situated employees.

Except as described above, the shares of BioMimetic common stock and options to purchase BioMimetic common stock held by BioMimetic directors and executive officers will be treated in the same manner as outstanding shares of common stock and options to purchase BioMimetic common stock held by all other stockholders of BioMimetic.

For a more complete discussion of the interests described above, see "The Merger - Interests of Directors and Executive Officers of BioMimetic in the Merger."

### **Treatment of BioMimetic Stock Options**

Prior to the completion of the merger, each holder of an outstanding option to purchase BioMimetic common stock that was granted under any equity incentive plan of BioMimetic, referred to as a stock option,



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will, whether such stock option is vested or unvested, be permitted to elect for all or any portion of such stock option to be exercised for cash or on a net basis. A net exercise may be effected by agreeing to exchange in the merger the shares of BioMimetic common stock subject to such stock option being exercised, and, in connection with such exchange, relinquish a portion of the merger consideration otherwise payable pursuant to such shares equal to the quotient found by dividing:

the sum of the per share exercise price of the stock option and the per share amount of any required withholdings with respect to the exercise of such stock option, *by*

the estimated per share value of the merger consideration (solely for purposes of effectuating the net exercises contemplated above), which will be determined by agreement of Wright and BioMimetic reasonably in advance of the closing date.

On the completion of the merger, any such stock option that is not exercised will be assumed by Wright and converted into an option to acquire the number of shares of Wright common stock (rounded to the nearest whole share) equal to the product of:

the number of shares of BioMimetic common stock subject to such stock option immediately prior to the closing date, *and*

the option exchange ratio, which is defined as an amount equal to the lesser of (i) 0.5558, or (ii) the sum of (x) the exchange ratio of 0.2482 *plus* (y) the quotient obtained by dividing (1) \$6.20 by (2) the volume weighted average price paid per share of Wright common stock for the 10 most recent days that the Wright common stock traded on The NASDAQ Global Select Market ending on the last full trading day immediately prior to the closing date.

Furthermore, the new per share exercise price for each stock option assumed by Wright will equal the per share exercise price of the corresponding stock option assumed by Wright divided by the option exchange ratio (rounded up to the nearest whole cent).

The option exchange ratio is intended to reflect a reasonable method for determining the fair market value of the shares of BioMimetic common stock subject to the stock options under relevant treasury regulations. Except as otherwise provided above, each stock option that is assumed by Wright and converted into an option to purchase shares of Wright common stock otherwise will be subject to the same terms and conditions as applicable to the corresponding BioMimetic stock option.

### **Ownership of Wright After the Mergers**

Based on the number of shares of BioMimetic common stock outstanding as of [ ], Wright expects to issue approximately [ ] million shares of its common stock to BioMimetic stockholders pursuant to the Merger Agreement. The actual number of shares of Wright common stock to be issued pursuant to the Merger Agreement will be determined at the completion of the merger based on the exchange ratio of 0.2482 and the number of shares of BioMimetic common stock outstanding at such time and subject to adjustment, if necessary, under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules. Immediately after completion of the merger, it is expected that former BioMimetic stockholders will own approximately [ ]% of the [ ] then outstanding shares of Wright common stock, based on the number of shares of BioMimetic and Wright common stock outstanding, on a fully diluted basis, as of [ ].

### **Key Terms of the Merger Agreement**

#### ***Conditions to the Merger***

Before the merger can be completed, a number of conditions must be satisfied or waived (to the extent permitted under the terms of the Merger Agreement). For a complete listing of, and additional information on the conditions to the merger, see [The Merger Agreement](#) [Conditions to the Merger](#).



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***BioMimetic Board Designee to Wright Board; BioMimetic Board Observer***

Wright agreed to take all actions reasonably necessary to (1) submit to its stockholders for approval at its next annual meeting of its stockholders an amendment to its current certificate of incorporation, as amended, to increase the size of the Wright Board to 10 directors; and (2) cause its Nominating, Compliance and Governance Committee to nominate as a director of the Wright Board for election (and recommend such election) by its stockholders at the 2013 annual meeting of its stockholders an individual named by the BioMimetic Board prior to the completion of the merger, referred to as the BioMimetic Board designee. The BioMimetic Board designee will be a current independent director on the BioMimetic Board and will be subject to the consent of Wright (which consent will not be unreasonably withheld). Wright further agreed that, after the completion of the merger and until the 2013 annual meeting of Wright's stockholders, the BioMimetic Board designee will be entitled to attend all Wright Board meetings in a nonvoting observer capacity and receive copies of all materials provided to the Wright Board, at the same time and in the same manner that Wright provides to the members of the Wright Board, subject to certain limitations set forth in the Merger Agreement. BioMimetic and Wright currently contemplate that [ ] will be the BioMimetic Board designee.

***Restrictions on Solicitation of Third Party Acquisition Proposals***

In the Merger Agreement, BioMimetic agreed that neither BioMimetic nor its subsidiaries will, and agreed to use its reasonably best efforts to cause its representatives not to: (1) initiate or knowingly solicit or encourage the making of any acquisition proposal (which is defined herein at page 100); (2) participate or otherwise engage in negotiations with, or provide any non-public information to any third party with respect to any inquiries regarding, or the making, submission or announcement of, an acquisition proposal; (3) withdraw, amend or modify or publicly propose to withdraw, amend or modify the BioMimetic Board recommendation of the merger; (4) approve, recommend, endorse or resolve to approve, recommend or endorse an acquisition proposal; (5) enter into or approve any letter of intent or similar agreement for an acquisition proposal; or (6) publicly announce to take any of the actions in (1) through (5) (clauses (1) through (6) together are referred to as the "no shop" restrictions).

However, before the special meeting, BioMimetic may, and may permit its representatives to, subject to the terms and conditions set forth in the Merger Agreement, provide information to and engage in discussions with a third party that makes an acquisition proposal that was not initiated or solicited in violation of the "no shop" restrictions described above, and that the BioMimetic Board determines either constitutes a superior proposal (which is defined herein at page 101) or is likely to result in a superior proposal and that failure to take such action would be inconsistent with its fiduciary duties to BioMimetic stockholders under Delaware law. The Merger Agreement also permits BioMimetic to terminate the Merger Agreement to enter into a definitive agreement for a superior proposal with a third party if, among other things, (1) BioMimetic has not intentionally and materially breached its "no shop" restrictions; (2) has provided Wright with three business days to irrevocably adjust the Merger Agreement in a manner such that the acquisition proposal would no longer constitute a superior proposal; and (3) simultaneously with such termination pays to Wright a termination fee of \$8.255 million.

***Termination of the Merger Agreement***

The Merger Agreement specifies certain circumstances under which the Merger Agreement may be terminated by the parties as well as termination fees, if any, to be paid by BioMimetic and Wright in such event. Either BioMimetic or Wright may terminate the Merger Agreement if the merger has not been completed by an outside termination date of May 15, 2013 (however, the right to terminate the Merger Agreement as a result of not completing the merger prior to such date is not available to any party that has breached in any material respect its obligations under the Merger Agreement in any manner that caused the occurrence of the failure of the merger to be consummated by such date).

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BioMimetic and Wright may terminate the Merger Agreement by mutual written consent at any time before the completion of the merger (whether before or after BioMimetic stockholders have adopted the Merger Agreement). In addition, either BioMimetic or Wright may terminate the Merger Agreement if:

BioMimetic stockholders do not vote to adopt the Merger Agreement at the special meeting (including any postponement or adjournment of the special meeting); or

any order permanently restraining, enjoining or prohibiting consummation of the merger becomes final and non-appealable (however, the right to terminate is not available to any party whose material breach of its obligations under the Merger Agreement resulted in the issuance or imposition of such order).

Wright may terminate the Merger Agreement if:

the BioMimetic Board fails to make, withdraws, modifies or amends, in a manner adverse to Wright, or publicly proposes to withdraw, modify or amend, in a manner adverse to Wright, the BioMimetic Board recommendation in favor of adopting the Merger Agreement;

the BioMimetic Board approves, endorses or recommends any acquisition proposal;

the BioMimetic Board approves, endorses, recommends, permits or fails to prevent BioMimetic or any of its subsidiaries from entering into, a merger agreement, acquisition agreement, purchase agreement or other similar agreement relating to an acquisition proposal or a letter of intent, an agreement in principle or an option agreement relating to an acquisition proposal;

the BioMimetic Board, upon request from Wright or merger sub, fails to publicly reaffirm within two business days of such request (or in the event that the special meeting is scheduled to occur within such two business day period, prior to such meeting) the BioMimetic Board's recommendation in favor of adopting the Merger Agreement so long as prior to such request, (1) BioMimetic shall have received an acquisition proposal or public disclosure of a potential acquisition proposal has occurred (or has become publicly known); or (2) facts, events, changes, developments or circumstances related to the potential FDA approval of Augment<sup>®</sup> Bone Graft (including any communications with the FDA related to the application for FDA approval of Augment<sup>®</sup> Bone Graft) have been publicly disclosed (or become publicly known) and the BioMimetic Board shall not be required to make any such reaffirmation more than twice with respect to any such acquisition proposal or any FDA development;

a tender or exchange offer for the BioMimetic's securities commences and BioMimetic or the BioMimetic Board fails to send to BioMimetic stockholders, within 10 business days after the commencement of any such tender or exchange offer, a statement that BioMimetic and the BioMimetic Board recommend that BioMimetic stockholders reject, and do not tender their shares of BioMimetic common stock in, such tender or exchange offer;

BioMimetic or any of its subsidiaries or affiliates or the BioMimetic Board publicly announces BioMimetic's intention to do any of the foregoing;

BioMimetic materially and intentionally breaches its obligations under the no shop restrictions of the Merger Agreement;

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BioMimetic breaches any of its representations, warranties, covenants or obligations contained in the Merger Agreement such that a condition described under The Merger Agreement Conditions to the Merger relating to the accuracy of BioMimetic's representations and warranties or the performance of BioMimetic's obligations under the Merger Agreement would not be satisfied or cured by the earlier of (1) 20 days after written notice of the breach is given by Wright to BioMimetic; or (2) May 15, 2013;

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there has been a BioMimetic material adverse effect (which is defined herein on page 95) and such BioMimetic material adverse effect is not curable or, if curable, is not cured within 20 days after written notice is given by Wright to BioMimetic stating its intention to terminate the Merger Agreement and the basis for such termination; or

BioMimetic receives certain adverse FDA correspondence prior to the closing of the merger and Wright pays the termination fee as described under *The Merger Agreement Termination Fees Termination Fee Payable by Wright* (such adverse FDA correspondence is referred to as an *adverse FDA event* and is described and defined in *The Merger Agreement Termination Termination of the Merger Agreement by Wright* ).

BioMimetic may terminate the Merger Agreement:

if Wright or merger sub breaches or fails to perform any of its representations, warranties, covenants or obligations contained in the Merger Agreement, which breach or failure to perform results in a condition described under *The Merger Agreement Conditions to the Merger* relating to the accuracy of Wright's or merger sub's representations and warranties or the performance of Wright's or merger sub's obligations under the Merger Agreement would not be satisfied or cured by Wright by the earlier of (1) 20 days after written notice of such breach is given by BioMimetic to Wright; or (2) May 15, 2013;

in order to simultaneously enter into a definitive agreement with respect to a superior proposal in accordance with the provisions in the Merger Agreement relating to such superior proposal and BioMimetic pays the termination fee as described under *The Merger Agreement Termination Fees Termination Fee Payable by BioMimetic* concurrently with such termination. BioMimetic may not terminate the Merger Agreement pursuant to this provision unless BioMimetic complies with its obligations set forth above under *The Merger Agreement Recommendation Withdrawal/Termination in Connection with a Superior Proposal and Intervening Event Procedural Requirements* with respect to such superior proposal; or

if there has been a Wright material adverse effect (which is defined herein at page 96) and such Wright material adverse effect is not curable or, if curable, is not cured within 20 days after written notice is given by BioMimetic to Wright stating its intention to terminate the Merger Agreement and the basis for such termination.

See *The Merger Agreement Termination*.

***Termination Fee Payable by BioMimetic***

BioMimetic has agreed to pay to Wright a termination fee of \$8.255 million if the Merger Agreement is terminated under any of the following circumstances:

the Merger Agreement is terminated by Wright in circumstances described under the first seven bullets under the section entitled *The Merger Agreement Termination Termination of the Merger Agreement by Wright*, in which event the termination fee will be paid within two business days after such termination; or

either Wright or BioMimetic terminates the Merger Agreement because BioMimetic stockholders, at the special meeting or at any adjournment or postponement thereof at which the Merger Agreement was voted on, fail to adopt the Merger Agreement as described above under *The Merger Agreement Termination Termination of the Merger Agreement by Either Wright or BioMimetic*, and (1) prior to the time of such termination an acquisition proposal had been made; and (2) within 12 months after the date of such termination BioMimetic enters into a definitive agreement with respect to, or consummates, a transaction contemplated by any acquisition proposal (provided, that references in the



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definition of acquisition proposal to the figure 20% will be deemed to be replaced by 50% ), in which event payment of the termination fee will be made on or prior to the date on which BioMimetic enters into such definitive agreement or consummates such transaction, as applicable; or

the Merger Agreement is terminated by BioMimetic so that BioMimetic may enter into a definitive agreement providing for a superior proposal as described above under The Merger Agreement Termination Termination of the Merger Agreement by BioMimetic, in which payment of the termination fee will be made in advance of, or concurrently with, and as a condition to such termination.

### ***Termination Fee Payable by Wright***

Wright has agreed to pay to BioMimetic a termination fee of \$30 million if the Merger Agreement is terminated by Wright because an adverse FDA event occurs prior to the closing of the merger.

For additional information on termination fees, see The Merger Agreement Termination Fees.

## **Voting Agreements**

On November 19, 2012, the committed stockholders entered into voting agreements with Wright, under which they agreed to vote all of their shares of BioMimetic common stock in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated by the Merger Agreement and against, among other things, any business combination or extraordinary corporate transaction involving BioMimetic or any of its subsidiaries, other than the merger or any business combination or transaction with BioMimetic or any of its affiliates. Each of the committed stockholders also granted an irrevocable proxy to Wright to vote or execute consents with respect to such committed stockholder's shares of BioMimetic common stock in accordance with the preceding sentence. Additionally, the committed stockholders agreed, among other things, not to transfer their shares of BioMimetic common stock, subject to certain exceptions. The voting agreements will terminate upon the earliest to occur of:

the termination of the Merger Agreement in accordance with its terms;

the completion of the merger;

any amendment to the Merger Agreement that has not been approved by the committed stockholders that adversely affects the merger consideration payable to the committed stockholders; or

September 30, 2013.

A copy of the form of voting agreement is attached to this proxy statement/prospectus as [Annex C](#). See Voting Agreements.

## **The Special Meeting**

BioMimetic stockholders will hold a special meeting at 389 Nichol Mill Lane, Franklin, Tennessee 37067, on [ ], 2013, at [ ] a.m. local time, unless the special meeting is adjourned or postponed. At the special meeting, BioMimetic stockholders will be asked to consider and act on a proposal to adopt the Merger Agreement, to approve the golden parachute compensation proposal and to approve the adjournment of the special meeting under certain circumstances. Only stockholders listed on BioMimetic's records at the close of business on January 2, 2013, the record date for the special meeting, are entitled to vote at the special meeting or any adjournments or postponements of the special meeting. As of the close of business on the record date, there were [ ] shares of BioMimetic common stock outstanding and entitled to vote at the special meeting. See Information about the Special Meeting for more information on how to cast your vote at the special meeting.



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Provided a quorum of stockholders is present in person or by proxy at the special meeting, in order to adopt the Merger Agreement, holders of a majority of the outstanding shares of BioMimetic common stock must cast a vote in favor of the proposal. Abstentions and broker non-votes will have the effect of a vote **AGAINST** the proposal to adopt the Merger Agreement.

Provided a quorum of stockholders is present in person or by proxy at the special meeting, in order to approve the golden parachute compensation proposal and to approve the adjournment of the special meeting under certain circumstances, holders of a majority of the shares of BioMimetic common stock present in person or represented by proxy at the special meeting and entitled to vote must cast a vote in favor of the applicable proposal. Abstentions will have the effect of a vote **AGAINST** the applicable proposal, while broker non-votes will have no effect on the applicable proposal.

As of the record date, the committed stockholders beneficially owned [ ] shares of BioMimetic common stock, which represents approximately [ ]% of the outstanding shares of BioMimetic common stock as of the record date. As noted above, the committed stockholders have agreed collectively to vote their shares of BioMimetic common stock in favor of the adoption of the Merger Agreement.

Except as described above as to shares held by the committed stockholders, none of BioMimetic's directors or officers has entered into any agreement requiring them to vote for or against the proposal to adopt the Merger Agreement.

No vote of the stockholders of Wright is required to adopt the Merger Agreement or to effect the transactions contemplated by the Merger Agreement.

## **Regulatory Approvals**

Under the provisions of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, referred to as the HSR Act, the merger could not be completed until notification and report forms had been filed with the United States Federal Trade Commission, referred to as the FTC, and the Antitrust Division of the U.S. Department of Justice, referred to as the Antitrust Division, and until the expiration of a 30-calendar day waiting period, or the early termination of that waiting period, following the parties' filing of their respective notification and report forms. On December 4, 2012, BioMimetic and Wright filed their respective notification and report forms under the HSR Act with the FTC and the Antitrust Division, commencing the initial 30-calendar day waiting period that would have expired on January 3, 2013. On December 14, 2012, BioMimetic and Wright received notification from the FTC of early termination of the waiting period.

Under the Merger Agreement, BioMimetic and Wright have agreed to use their reasonable best efforts to obtain all regulatory clearances necessary to complete, in the most expeditious manner practicable, the merger; however, Wright is not required to divest shares of capital stock or any business, assets or property of Wright or its subsidiaries or affiliates in connection with obtaining any such regulatory clearance.

## **Rights of Stockholders to Seek Appraisal**

Under Delaware law, holders of BioMimetic common stock, other than the committed stockholders pursuant to the terms of the voting agreements, will have the right to seek appraisal of the fair value of their shares of BioMimetic common stock as determined by the Delaware Court of Chancery if the merger is completed, but only if they comply with all applicable requirements of Delaware law. This appraisal amount could be more than, the same as or less than the merger consideration. Among other requirements, any holder of BioMimetic common stock intending to exercise appraisal rights must not vote in favor of the merger and must submit a written demand for appraisal to BioMimetic before the vote on the merger at the special meeting. The failure to strictly follow the procedures specified under Delaware law will result in the loss of a stockholder's appraisal.

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rights. For a summary of the requirements for asserting and perfecting appraisal rights, see the section entitled "Rights of Stockholders to Seek Appraisal" beginning on page 141 of this proxy statement/prospectus. The provisions of Delaware law that address appraisal rights and govern the required procedures are attached as Annex E to this proxy statement/prospectus.

### **Certain Material U.S. Federal Income Tax Consequences**

It is currently unclear, and will remain unclear until the closing date, whether the mergers will qualify as a tax-free reorganization. If the mergers qualify as a tax-free reorganization, then BioMimetic stockholders will generally recognize gain, but not loss, equal to the lesser of (i) the sum of the Cash Consideration (as defined herein on page 123), cash received in lieu of fractional shares and the fair market value of the CVRs received as determined for U.S. federal income tax purposes and (ii) the difference between the fair market value of the merger consideration and the BioMimetic stockholder's basis in its shares of BioMimetic common stock.

Alternatively, if the mergers do not qualify as a tax-free reorganization, then the BioMimetic stockholders will recognize gain or loss equal to the difference between (i) the amount realized and (ii) the BioMimetic stockholder's basis in its shares of BioMimetic common stock.

You should read the section entitled "Certain Material U.S. Federal Income Tax Consequences" beginning on page 123 of this proxy statement/prospectus for a more complete discussion of the U.S. federal income tax consequences of the mergers. Tax matters can be complicated and the tax consequences of the mergers to you will depend on your particular tax situation. **You should consult your tax advisor to determine the tax consequences of the mergers to you.**

### **Accounting Treatment**

In accordance with U.S. GAAP, Wright will account for the mergers using the acquisition method of accounting for business combinations. Under this method of accounting, Wright will record the acquisition based on the fair value of the merger consideration, which includes the cash consideration paid, the market value of shares of Wright common stock issued in connection with the merger (based on the closing price of Wright common stock on the date of the completion of the merger), stock options exchanged and the CVRs issued in connection with the merger.

Wright will allocate the purchase price to the identifiable assets acquired and liabilities assumed based on their respective fair values at the date of the completion of the mergers. Any excess of the value of consideration paid over the aggregate fair value of those net assets will be recorded as goodwill. Financial statements of Wright issued after the completion of the mergers will reflect such fair values and will not be restated retroactively to reflect historical financial position or results of operations of Wright. The results of operations of BioMimetic will be included in the results of operations of Wright beginning on the date of the completion of the mergers.

### **Market Price of BioMimetic Common Stock**

BioMimetic common stock is listed on The NASDAQ Global Select Market under the symbol "BMTI". The closing sale price of BioMimetic common stock on The NASDAQ Global Select Market on November 16, 2012, the last trading day prior to the announcement of the merger, was \$4.15. The exchange ratio of 0.2482 of a share of common stock of Wright, which has an implied value of \$4.97 based on the closing sales price of Wright's common stock on November 16, 2012, together with the \$1.50 cash consideration has an aggregate implied value of \$6.47 based on the closing sales price of Wright's common stock on November 16, 2012 and represents a premium of approximately 56% over the closing sale price of BioMimetic common stock on November 16, 2012. On [ ], 2013, the last trading day before the date of this proxy statement/prospectus, the closing sale price of BioMimetic common stock on The NASDAQ Global Select Market was \$[ ] per share.

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### **Market Price of Wright Common Stock**

Wright common stock is listed on The NASDAQ Global Select Market under the symbol WMGI. The closing sale price of Wright common stock on The NASDAQ Global Select Market on November 16, 2012, the last trading day prior to the announcement of the merger, was \$20.01. On [ ], 2013, the last trading day before the date of this proxy statement/prospectus, the closing sale price of Wright common stock on The NASDAQ Global Select Market was \$[ ] per share. It is a condition to the completion of the merger that the shares of Wright common stock issued in the merger will be approved for quotation on The NASDAQ Global Select Market and the CVRs to be issued in connection with the merger will be approved for quotation on The NASDAQ Global Select Market or The NASDAQ Global Market.

### **Litigation Related to the Merger**

BioMimetic, the members of the BioMimetic Board, Wright, merger sub and sister subsidiary are named as defendants in five putative class action lawsuits brought by BioMimetic stockholders challenging the merger in either the Chancery Court of Delaware or Tennessee. The plaintiffs in such actions assert claims for breaches of fiduciary duty arising out of the merger. The plaintiffs also allege claims for aiding and abetting breaches of fiduciary duty against Wright, merger sub and sister subsidiary. These lawsuits generally seek, among other things, to enjoin the defendants from consummating the merger until such time as BioMimetic:

adopts and implements a procedure or process to obtain the highest possible price for stockholders; and

discloses all material information to stockholders regarding the merger.

### **Risks**

In evaluating the Wright common stock and the CVRs, you should carefully read this proxy statement/prospectus and especially consider the factors discussed in the section entitled Risk Factors beginning on page 21.

**Table of Contents****SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF BIOMIMETIC**

The following table sets forth selected historical consolidated financial information of BioMimetic for the periods presented. The selected financial information, as of December 31, 2011, 2010, 2009, 2008 and 2007 and for each of the five fiscal years then ended, has been derived from BioMimetic's audited consolidated financial statements. The selected financial information for the nine months ended September 30, 2012 and 2011 has been derived from BioMimetic's unaudited condensed consolidated financial statements. The selected financial information includes, in the opinion of BioMimetic's management, all adjustments, consisting of normal recurring adjustments, necessary to present fairly the results of operations and financial position of BioMimetic for the periods and dates presented.

The financial information indicated may not be indicative of future performance. This financial information and other data should be read in conjunction with the respective audited and unaudited consolidated financial statements of BioMimetic, including the notes thereto, and the section BioMimetic Management's Discussion and Analysis of Financial Condition and Results of Operations of BioMimetic Therapeutics, Inc. incorporated by reference in this proxy statement/prospectus. See Where You Can Find More Information. This information should also be read in conjunction with the unaudited pro forma condensed combined financial statements.

	Nine Months Ended September 30,		Years Ended December 31,				
	2012 (Unaudited)	2011	2011	2010	2009	2008(1)	2007
<b>Revenues:</b>							
Product sales	\$ 602	\$ 212	\$ 327	\$ 15	\$ 78	\$	\$ 5,040
Royalty income	233	328	427	487	522	2,144	1,213
Sublicense fee income	729	726	971	971	971	974	741
Other revenue	28					30	36
<b>Total revenues</b>	<b>1,592</b>	<b>1,266</b>	<b>1,725</b>	<b>1,473</b>	<b>1,571</b>	<b>3,148</b>	<b>7,030</b>
<b>Costs and expenses:</b>							
Cost of sales	184	34	53	17	6		3,939
Research and development	7,452	11,453	14,695	17,967	21,095	24,561	19,218
General and administrative	10,159	12,261	16,034	15,161	11,511	11,253	8,829
Depreciation and capital lease amortization	952	894	1,256	1,234	1,333	1,423	1,130
Patent license fee amortization	32	27	37	1,658	2,569	2,663	2,234
<b>Total costs and expenses</b>	<b>18,779</b>	<b>24,669</b>	<b>32,075</b>	<b>36,037</b>	<b>36,514</b>	<b>39,900</b>	<b>35,350</b>
<b>Loss from operations</b>	<b>(17,187)</b>	<b>(23,403)</b>	<b>(30,350)</b>	<b>(34,564)</b>	<b>(34,943)</b>	<b>(36,752)</b>	<b>(28,320)</b>
Interest (expense) income, net	(2)	(3)	(4)	(3)	(308)	247	1,710
Investment income (loss), net	57	91	113	144	6,864	(10,797)	1,952
Other income from governmental grants				514			
Impairment loss on equipment			(2,940)				
(Loss) gain on foreign currency translation and other transactions		(2)	(9)	(28)	11	5	2
Gain on arbitration settlement					7,219		
Gain on disposal of orofacial therapeutic business						39,292	
Income tax benefit							74
<b>Net loss</b>	<b>\$ (17,132)</b>	<b>\$ (23,317)</b>	<b>\$ (33,190)</b>	<b>\$ (33,937)</b>	<b>\$ (21,157)</b>	<b>\$ (8,005)</b>	<b>\$ (24,582)</b>
Basic and diluted net loss per share	\$ (0.61)	\$ (0.83)	\$ (1.19)	\$ (1.38)	\$ (1.03)	\$ (0.43)	\$ (1.37)
Weighted average shares used to compute basic and diluted net loss per share	28,187,186	27,983,839	28,002,185	24,626,170	20,510,132	18,529,068	17,951,147
Cash dividends declared	\$	\$	\$	\$	\$	\$	\$



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	As of September 30, 2012 (Unaudited)		2011	2010	As of December 31, 2009 (In thousands)		2008	2007
<b>Balance Sheet Information:</b>								
Cash and cash equivalents	\$ 15,494	\$ 21,492	\$ 18,503	\$ 11,628	\$ 21,543	\$ 17,535	\$ 25,483	
Investments short term	28,771	45,282	42,950	65,751	47,002	33,218		
Investments long term				15,002	6,514	46,624	41,800	
Total assets	57,090	82,578	74,887	105,555	88,912	125,120	89,618	
Long-term capital lease obligations	68	153	132	216	175	35	53	
Note payable						39,100		
Total liabilities	17,795	19,719	20,875	22,433	21,861	66,066	27,166	
Redeemable, convertible preferred stock								
Accumulated deficit	(177,779)	(150,774)	(160,647)	(127,457)	(93,520)	(72,363)	(64,358)	
Total stockholders equity	39,295	62,859	54,012	83,122	67,051	59,054	62,452	

- (1) In January 2008, BioMimetic sold its orofacial therapeutic business (GEM 21S) to Luitpold Pharmaceuticals, Inc., recording a \$39.3 million net gain on the transaction in 2008. As a result of the sale, no product sales revenues, nor cost of sales, resulting from sales of *GEM 21S* have been recorded subsequent to January 2008.

**Table of Contents****SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF WRIGHT**

The following table sets forth selected historical consolidated financial information of Wright for the periods presented. The selected financial information, as of December 31, 2011, 2010, 2009, 2008 and 2007 and for each of the five fiscal years then ended, has been derived from Wright's audited consolidated financial statements. The selected financial information for the nine months ended September 30, 2012 and 2011 has been derived from Wright's unaudited condensed consolidated financial statements. The selected financial information includes, in the opinion of Wright's management, all adjustments, consisting of normal recurring adjustments, necessary to present fairly the results of operations and financial position of Wright for the periods and dates presented.

The financial information indicated may not be indicative of future performance. This financial information and other data should be read in conjunction with the respective audited and unaudited consolidated financial statements of Wright, including the notes thereto, and the section Wright Management's Discussion and Analysis of Financial Condition and Results of Operations of Wright Medical Group, Inc. incorporated by reference in this proxy statement/prospectus. See Where You Can Find More Information. This information should also be read in conjunction with the unaudited pro forma condensed combined financial statements.

	Nine Months Ended September 30,		2011	Year Ended December 31,			2007
	2012	2011		2010	2009	2008	
	(Unaudited)		(In thousands, except per share data)				
<b>Consolidated Statement of Operations Data:</b>							
Net Sales	\$ 360,299	\$ 386,075	\$ 512,947	\$ 518,973	\$ 487,508	\$ 465,547	\$ 386,850
Cost of sales	110,329	116,457	156,906	158,456	148,715	134,377	108,407
Cost of sales restructuring	435	1,900	2,471				2,139
Gross profit	249,535	267,718	353,570	360,517	338,793	331,170	276,304
Operating expenses:							
Selling, general and administrative	216,061	229,227	301,588	282,413	270,456	261,396	225,929
Research and development	19,577	23,783	30,114	37,300	35,691	33,292	28,405
Amortization of intangible assets	3,823	2,088	2,870	2,711	5,151	4,874	3,782
Restructuring charges	1,153	12,132	14,405	919	3,544	6,705	16,734
Acquired in-process research and development costs						2,490	
Total operating expenses	240,614	267,230	348,977	323,343	314,842	308,757	274,850
Operating income	8,921	488	4,593	37,174	23,951	22,413	1,454
Interest expense (income), net	6,268	4,774	6,529	6,123	5,466	2,181	(1,252)
Other expense (income), net	2,035	4,775	4,719	130	2,873	(1,338)	375
(Loss) income before income taxes	618	(9,061)	(6,655)	30,921	15,612	21,570	2,331
Provision (benefits) for income taxes	686	(2,755)	(1,512)	13,080	3,481	18,373	1,370
Net (loss) income	(68)	(6,306)	(5,143)	17,841	12,131	3,197	961
<b>Net (loss) income per share:</b>							
Basic	(0.00)	(0.16)	(0.13)	0.47	0.32	0.09	0.03
Diluted	(0.00)	(0.16)	(0.13)	0.47	0.32	0.09	0.03
Weighted average number of common shares outstanding basic	38,706	38,228	38,279	37,802	37,366	36,933	35,812
Weighted average number of common shares outstanding diluted	38,706	38,228	38,279	37,961	37,443	37,401	36,483



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	Nine Months Ended September 30,		2011	Year Ended December 31,			2007
	2012	2011		2010	2009	2008	
	(Unaudited)			(In thousands, except per share data)			
<b>Consolidated Balance Sheet Data:</b>							
Cash and cash equivalents	\$ 304,009	\$ 156,141	\$ 153,642	\$ 153,261	\$ 84,409	\$ 87,865	\$ 229,026
Marketable securities	13,613	22,729	18,099	36,345	86,819	57,614	15,535
Working capital	559,145	412,390	424,543	426,286	421,647	401,406	417,817
Total assets	952,993	753,568	754,580	755,239	714,284	692,130	669,985
Long-term liabilities	360,173	194,301	210,126	212,963	204,919	205,253	207,820
Stockholders' equity	514,884	468,689	468,464	470,972	440,408	411,628	388,781

	Nine Months Ended September 30,		2011	Year Ended December 31,			2007
	2012	2011		2010	2009	2008	
	(Unaudited)			(In thousands, except per share data)			
<b>Other Data:</b>							
Cash flow provided by (used in) operating activities	\$ 57,752	\$ 48,786	\$ 61,441	\$ 73,194	\$ 71,751	\$ (3,610)	\$ 24,424
Cash flow used in investing activities	(6,433)	(17,758)	(30,560)	(4,173)	(74,956)	(148,942)	(63,841)
Cash flow (used in) provided by financing activities	98,863	(28,008)	(30,050)	(198)	532	12,406	209,897
Depreciation	29,182	29,214	40,227	35,559	32,717	26,462	23,522
Stock-based compensation expense	8,466	6,688	9,108	13,177	13,191	13,501	16,532
Capital expenditures	13,291	35,198	46,957	49,038	37,190	61,936	35,042

**Table of Contents****SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL DATA**

The following summary unaudited pro forma condensed combined financial information as of September 30, 2012 and for the year ended December 31, 2011 and for the nine-month period ended September 30, 2012, give effect to the proposed merger. The selected unaudited pro forma condensed combined financial data presented below is based on, and should be read together with, the historical financial statements of Wright and BioMimetic that are contained in their respective filings with the SEC and incorporated by reference into this proxy statement/prospectus and the unaudited pro forma condensed combined financial statements that appear elsewhere in this proxy statement/prospectus. See [Where You Can Find More Information](#) and [Unaudited Pro Forma Condensed Combined Financial Statements](#).

The unaudited pro forma condensed combined financial data is presented for illustrative purposes only and is not necessarily indicative of the actual or future financial position or results of operations that would have been realized if the proposed merger had been completed as of the dates indicated or will be realized upon the completion of the proposed merger.

	<b>Unaudited Pro Forma Combined</b>	
	<b>Nine Months Ended</b>	<b>Year Ended</b>
	<b>September 30,</b>	<b>December 31, 2011</b>
	<b>2012</b>	<b>December 31, 2011</b>
	<b>(In thousands, except per share data)</b>	
<b>Statement of operations data:</b>		
Revenue	\$ 361,891	\$ 514,672
Costs and expenses	\$ 370,716	\$ 543,526
Operating loss	\$ 8,825	\$ 28,854
Other expenses	\$ 8,248	\$ 14,088
Loss before income taxes	\$ 17,073	\$ 42,942
Income tax provision (benefit)	\$ 468	\$ (2,720)
Net loss	\$ 17,541	\$ 40,222
Basic loss per share	\$ (0.38)	\$ (0.89)
Diluted loss per share	\$ (0.38)	\$ (0.89)
		<b>September 30, 2012</b>
		<b>(In thousands)</b>
<b>Balance sheet data:</b>		
Total assets		\$ 1,133,538
Total liabilities		485,368
Stockholders' equity		\$ 648,170

**Table of Contents****COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION**

Wright common stock and BioMimetic common stock are each listed and traded on The NASDAQ Global Select Market under the symbols WMGI and BMTI, respectively. The following table sets forth, for the periods indicated, the high and low sale prices per share of Wright common stock and BioMimetic common stock.

	High	Wright Low	Dividend	High	BioMimetic Low	Dividend
<b>Year Ended December 31, 2012</b>						
Fourth Quarter (through December 17, 2012)	\$ 22.42	\$ 18.89		\$ 7.85	\$ 3.57	
Third Quarter	\$ 22.59	\$ 18.11		\$ 4.83	\$ 2.63	
Second Quarter	\$ 21.50	\$ 17.88		\$ 3.78	\$ 2.09	
First Quarter	\$ 19.87	\$ 15.70		\$ 2.93	\$ 1.87	
<b>Year Ended December 31, 2011</b>						
Fourth Quarter	\$ 19.05	\$ 13.57		\$ 3.75	\$ 2.70	
Third quarter	\$ 18.75	\$ 13.37		\$ 5.17	\$ 2.68	
Second quarter	\$ 17.35	\$ 14.05		\$ 14.49	\$ 4.99	
First quarter	\$ 17.66	\$ 14.44		\$ 14.80	\$ 11.18	
<b>Year Ended December 31, 2010</b>						
Fourth Quarter	\$ 15.99	\$ 12.98		\$ 13.00	\$ 10.01	
Third Quarter	\$ 17.70	\$ 13.03		\$ 11.99	\$ 7.96	
Second Quarter	\$ 19.61	\$ 16.00		\$ 14.20	\$ 10.93	
First Quarter	\$ 19.25	\$ 15.72		\$ 13.99	\$ 11.14	

The following table sets forth the closing sale price per share of BioMimetic common stock, the closing sale price per share of Wright common stock and the estimated equivalent per share price of BioMimetic common stock, as explained below, of BioMimetic common stock if the merger occurred on November 16, 2012, the last trading day prior to the date of the public announcement of the execution of the Merger Agreement, and [ ], 2013, the most recent practicable date prior to the date of this proxy statement/prospectus. The market prices of shares of BioMimetic common stock and Wright common stock are subject to fluctuation and will likely continue to fluctuate after the special meeting. As a result, BioMimetic and Wright stockholders are urged to obtain current market quotations.

The estimated equivalent per share price of BioMimetic common stock does not give effect to any CVR payment.

	Closing Sale Price Per Share		Equivalent Per Share BioMimetic Common Stock
	Wright Common Stock	BioMimetic Common Stock	
November 16, 2012	\$ 20.01	\$ 4.15	\$ 6.47(a)
[ ], 2013	\$ [ ]	\$ [ ]	\$ [ ](b)

(a) Equal to (i) \$1.50, the cash component of the merger consideration plus (ii) the value of the stock component of the merger consideration, which is equal to the product of (1) the exchange ratio of 0.2482 times (2) \$20.01, the closing price of Wright common stock on November 16, 2012. (b) Equal to (i) \$1.50, the cash component of the merger consideration plus (ii) the value of the stock component of the merger consideration, which is equal to the product of (1) the exchange ratio of 0.2482 times (2) \$[ ], the closing price of Wright common stock on [ ], 2013.

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**Dividend Policy**

Wright has never declared or paid cash dividends on its common stock. Wright currently intends to retain all future earnings for the operation and expansion of its business. Wright does not anticipate declaring or paying cash dividends on its common stock in the foreseeable future. Any payment of cash dividends on Wright's common stock will be at the discretion of the Wright Board and will depend upon its results of operations, earnings, capital requirements, contractual restrictions and other factors deemed relevant by the Wright Board. Furthermore, the Merger Agreement restricts the ability of Wright to declare or pay dividends during the interim period between the signing of the Merger Agreement and the completion of the merger.

BioMimetic has never declared or paid any cash dividends on its common stock. Any future payment of cash dividends on BioMimetic common stock will be at the discretion of the BioMimetic Board and will depend upon BioMimetic's results of operations, earnings, capital requirements, contractual restrictions and other factors deemed relevant by the BioMimetic Board. The Merger Agreement restricts the ability of BioMimetic to declare or pay dividends.

**Table of Contents****COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA**

The following selected unaudited pro forma per share information for the nine-month period ended September 30, 2012 and for the year ended December 31, 2011 reflects the merger and related transactions as if they had occurred on January 1, 2011. The information in the table is based on, and should be read together with, the historical financial information that Wright and BioMimetic have presented in their respective filings with the SEC and the pro forma financial information that appears elsewhere in this proxy statement/prospectus. See [Where You Can Find More Information](#) and [Unaudited Pro Forma Condensed Combined Financial Statements](#).

The unaudited pro forma combined and pro forma-equivalent data is presented for illustrative purposes only and is not necessarily indicative of actual or future financial position or results of operations that would have been realized if the proposed merger had been completed as of the dates indicated or will be realized upon the completion of the proposed merger. Neither Wright nor BioMimetic declared or paid any dividends during the periods presented.

	As of and for the Nine Months Ended September 30, 2012	As of and for the Year Ended December 31, 2011
<b>Wright:</b>		
Book value per share		
Historical	\$ 12.98	\$ 11.92
Pro forma combined	\$ 14.19	
Basic and diluted net gain (loss) per share		
Historical	\$ (0.00)	\$ (0.13)
Pro forma combined	\$ (0.38)	\$ (0.89)
	As of and for the Nine Months Ended September 30, 2012	As of and for the Year Ended December 31, 2011
<b>BioMimetic:</b>		
Book value per share		
Historical	\$ 1.39	\$ 1.92
Pro forma equivalent combined (1)	\$ 3.52	
Basic and diluted net gain (loss) per share		
Historical	\$ (0.61)	\$ (1.19)
Pro forma equivalent combined (1)	\$ (0.10)	\$ (0.22)

- (1) BioMimetic pro forma equivalent combined amounts are calculated by multiplying Wright's pro forma combined per share amounts by the exchange ratio of 0.2482.

**Table of Contents****RISK FACTORS**

Before you vote, you should carefully consider the risks related to the mergers described below, those described in the section entitled "Cautionary Statement Regarding Forward-Looking Statements" and the other information contained in this proxy statement/prospectus or in BioMimetic's and Wright's documents incorporated by reference herein, particularly the risk factors set forth in BioMimetic's and Wright's documents incorporated herein, as set forth under "Where You Can Find More Information" (including the risk factors contained in BioMimetic's Annual Report on Form 10-K for the year ended December 31, 2011 and by BioMimetic's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012, and in Wright's Annual Report on Form 10-K for the year ended December 31, 2011, and Wright's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012). Because the merger consideration is partially comprised of Wright common stock and CVRs, by voting in favor of the adoption of the Merger Agreement, you will be choosing to invest in Wright common stock and the CVRs. The risks and uncertainties described below and incorporated by reference are not the only risks and uncertainties Wright may face. Additional risks and uncertainties not presently known to Wright, or risks that Wright currently considers immaterial, could also negatively affect its business, results and operations. If any of the following risks actually occur, Wright's business, financial condition or results of operations could be materially adversely affected, which could cause the value of Wright common stock to decline and adversely affect the likelihood of any payments being made under the CVRs.

**Risks Related to the Merger**

***Because the market price of Wright common stock will fluctuate and because of the uncertainty of the ultimate realization of the CVRs, BioMimetic stockholders cannot be certain of the value of the merger consideration that they will be entitled to receive in the merger.***

At the completion of the merger, each outstanding share of BioMimetic common stock will be converted into the right to receive (1) \$1.50 in cash, without interest; (2) 0.2482 shares of Wright common stock; and (3) one CVR. The exchange ratio of 0.2482 is fixed (except for adjustment, if necessary, under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules) and will not be adjusted for changes in the market price of either BioMimetic common stock or Wright common stock. The market value of the Wright common stock that BioMimetic stockholders will be entitled to receive in the merger will depend on the market value of Wright common stock immediately before the merger is completed and could vary significantly from the market value on the date of the announcement of the Merger Agreement, the date that this proxy statement/prospectus was mailed to BioMimetic stockholders or the date of the special meeting of BioMimetic stockholders. The Merger Agreement does not provide for any price-based termination right. For example, the closing sale price of Wright common stock on November 16, 2012, the last trading day prior to the execution of the Merger Agreement, was \$20.01 per share and, therefore, if the transaction had closed on that date, the implied value of the merger consideration that BioMimetic stockholders would have received for each share of common stock, including the \$1.50 in cash consideration (but excluding any value relating to the CVR), would have been \$6.47. On [ ], 2013, the last trading day before the date of this proxy statement/prospectus, the closing sale price of Wright common stock was \$[ ] per share, and, therefore, if the transactions had closed on that date, the implied value of the merger consideration that BioMimetic stockholders would have received for each share of common stock, including the \$1.50 in cash consideration (but excluding any value relating to the CVR), would have been \$[ ]. Moreover, the market value of Wright common stock will likely fluctuate after the completion of the merger. See "Comparative Per Share Market Price and Dividend Information."

Fluctuations in the market price of Wright common stock could result from changes in the business, operations or prospects of BioMimetic or Wright prior to the completion of the merger or Wright following the completion of the merger, regulatory considerations, general market and economic conditions and other factors both within and beyond the control of BioMimetic or Wright.

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*The issuance of Wright common stock in connection with the merger could decrease the market price of Wright common stock.*

At the completion of the merger, Wright expects to issue up to approximately [ ] million shares of Wright common stock, or approximately [ ]% of the number of shares of Wright common stock outstanding as of [ ], 2013, to BioMimetic stockholders. The issuance of the BioMimetic common stock may result in fluctuations in the market price of Wright common stock, including a stock price decline.

*The integration of BioMimetic and other acquired businesses may present significant challenges to Wright.*

Achieving the anticipated benefits of the merger will depend in part upon whether the FDA approves Augment® Bone Graft as currently anticipated and whether BioMimetic and Wright can integrate their businesses in an efficient and effective manner. In addition, Wright may acquire additional businesses from time to time. The integration of BioMimetic and any future businesses that Wright may acquire involves a number of risks, including, but not limited to:

demands on management related to the increase in the size of Wright after the acquisition;

the diversion of management's attention from the management of daily operations to the integration of operations;

higher integration costs than anticipated;

failure to achieve synergies and costs savings;

difficulties in the integration of manufacturing, quality and regulatory controls and systems;

difficulties in the assimilation and retention of employees;

difficulties in the assimilation of different cultures and practices, as well as in the assimilation of broad and geographically dispersed personnel and operations;

difficulties in the integration of departments, systems, including accounting systems, technologies, books and records, and procedures, as well as in maintaining uniform standards, controls, including internal control over financial reporting required by the Sarbanes-Oxley Act of 2002 and related procedures and policies; and

difficulties in incorporating BioMimetic into the Corporate Integrity Agreement, an agreement entered into by Wright Medical Technology, Inc., a subsidiary of Wright, with the Office of Inspector General (OIG) of the U.S. Department of Health and Human Services, with respect to which Wright is subject through September 2015.

If the FDA does not approve Augment® Bone Graft as currently anticipated or if Wright cannot successfully integrate BioMimetic or other acquired businesses, Wright may experience material negative consequences to its business, financial condition or results of operations. Successful integration of BioMimetic and other acquired businesses will depend on Wright's ability to manage these operations, to realize opportunities for revenue growth presented by offerings and expanded geographic market coverage and, to some degree, to eliminate redundant and excess costs.

*Regulatory approvals that are required to complete the merger may not be received, may take longer than expected or may impose conditions which are not presently anticipated.*

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Under the provisions of the HSR Act, the merger could not be completed until notification and report forms have been filed with the FTC and the Antitrust Division and the expiration of a 30-calendar day waiting period, or the early termination of that waiting period, following the parties' filing of their respective notification and report forms. On December 4, 2012, BioMimetic and Wright filed their respective notification and report forms under the HSR Act with the FTC and the Antitrust Division, commencing the initial 30-day waiting period that would have expired on January 3, 2013. On December 14, 2012, BioMimetic and Wright received notification from the FTC of the early termination of the waiting period.

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Private parties who may be adversely affected by the merger and individual states may bring legal actions under the antitrust laws in certain circumstances. Although the parties believe that completion of merger would not violate any antitrust law, there can be no assurance that a challenge to the merger on antitrust grounds will not be made or, if a challenge is made, what the result will be. Under the Merger Agreement, BioMimetic and Wright have agreed to use their reasonable best efforts to obtain all regulatory clearances necessary to complete, in the most expeditious manner practicable, the merger; however, Wright is not required to divest shares of capital stock or any business, assets or property of Wright or its subsidiaries or affiliates in connection with obtaining any such regulatory clearance.

If either Wright or BioMimetic becomes subject to any term, condition, obligation or restriction (and Wright consents to its imposition), the imposition of such term, condition, obligation or restriction could adversely affect Wright's ability to integrate BioMimetic's operations into Wright's operations, reduce the anticipated benefits of the merger or otherwise adversely affect Wright's business and results of operations following the completion of the merger.

***Failure to achieve expected benefits of the merger and integrate BioMimetic's operations with Wright's could adversely affect Wright following the completion of the merger and the market price of Wright common stock.***

Although Wright expects to realize strategic, operational and financial benefits as a result of the merger, Wright cannot be certain whether, and to what extent, such benefits will be achieved in the future. In particular, the success of the merger will depend on achieving efficiencies and cost savings, and no assurances can be given that Wright will be able to do so. In addition, in order to obtain the benefits of the merger, Wright must integrate BioMimetic's operations and such integration may be complex and the failure to do so quickly and effectively may negatively affect earnings.

In addition, the market price of Wright common stock may decline as a result of the merger if the integration of Wright and BioMimetic is unsuccessful, takes longer than expected or fails to achieve financial benefits to the extent anticipated by financial analysts or investors, or the effect of the merger on Wright's financial results is otherwise not consistent with the expectations of financial analysts or investors.

***BioMimetic's and Wright's business relationships, including customer relationships, may be subject to disruption due to uncertainty associated with the merger.***

Parties with which BioMimetic and Wright conduct business, including customers and suppliers, may experience uncertainty associated with the merger, including with respect to current or future business relationships with BioMimetic or Wright. As a result, BioMimetic's and Wright's business relationships may be subject to disruptions if customers, suppliers and others attempt to negotiate changes in existing business relationships or consider entering into business relationships with parties other than BioMimetic or Wright. These disruptions could have an adverse effect on the businesses, financial condition, results of operations or prospects of Wright following the completion of the merger. The adverse effect of such disruptions could be exacerbated by a delay in the completion of the merger or termination of the Merger Agreement.

***Future results of Wright following the completion of the merger may differ materially from the Unaudited Pro Forma Combined Financial Statements of Wright and BioMimetic presented in this proxy statement/prospectus.***

The future results of Wright following the completion of the merger may be materially different from those shown in the Unaudited Pro Forma Combined Financial Statements presented in this proxy statement/prospectus that show only a combination of Wright's and BioMimetic's historical results.

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***Wright will incur significant transaction and merger-related costs in connection with the merger.***

Wright expects to incur a number of non-recurring costs associated with combining the operations of the two companies. Most of these costs will be comprised of transaction costs, including fees paid to financial and legal advisors, related to the merger, facilities and systems consolidation costs and employment-related cost, including retention related payments made to certain BioMimetic executives. Wright will also incur transaction fees and costs related to formulating integration plans. Additional unanticipated costs may be incurred in the integration of the two companies' businesses. Although Wright expects that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, should allow Wright to offset incremental transaction and merger-related costs over time, this net benefit may not be achieved in the near term, or at all.

***Wright may be unable to hire and retain sufficient qualified personnel; the loss of any of its or BioMimetic's key employees could adversely affect Wright.***

Wright believes that its future success will depend in large part on its ability to attract and retain highly skilled, knowledgeable, sophisticated and qualified managerial, professional and technical personnel. In addition, the success of the combined operations after the merger will depend in part upon Wright's ability to retain key employees of BioMimetic. Key employees may depart because of issues relating to the difficulty of integration. Accordingly, no assurance can be given that Wright will be able to retain key employees of BioMimetic.

***The Merger Agreement limits BioMimetic's ability to pursue alternatives to the merger.***

The Merger Agreement contains no shop restrictions that, subject to limited exceptions, preclude BioMimetic from (1) initiating or knowingly soliciting or encouraging the making an acquisition proposal; (2) participating or otherwise engaging in negotiations with, or providing any non-public information to any third party with respect to any inquiries regarding, or the making, submission or announcement of, an acquisition proposal; (3) withdrawing, amending or modifying or publicly proposing to withdraw, amend or modify the BioMimetic Board recommendation of the merger; (4) approving, recommending, endorsing or resolving to approve, recommend or endorse an acquisition proposal; (5) entering into or approving any letter of intent or similar agreement for an acquisition proposal; or (6) publicly announcing to take any of the actions in (1) through (5). The Merger Agreement also provides that BioMimetic will be required to pay a termination fee of \$8.255 million to Wright upon termination of the Merger Agreement under certain circumstances. These provisions might discourage a potential competing acquiror that might have an interest in acquiring all or a significant part of BioMimetic from considering or proposing an acquisition even if it were prepared to pay consideration with a higher per share market price than that proposed in the merger, or might result in a potential competing acquiror proposing to pay a lower per share price to acquire BioMimetic than it might otherwise have proposed to pay.

***Failure to complete the merger could negatively impact the stock price and the future business and financial results of BioMimetic.***

If the merger is not completed, the ongoing businesses of BioMimetic may be adversely affected and, without realizing any of the benefits of having completed the merger, BioMimetic will be subject to a number of risks, including the following:

BioMimetic may be required to pay Wright a termination fee of \$8.255 million if the Merger Agreement is terminated under certain circumstances, as described under "The Merger Agreement - Termination Fees";

BioMimetic will be required to pay its costs relating to the proposed merger if the merger is not completed;

under the Merger Agreement, BioMimetic is subject to certain restrictions on the conduct of its business prior to completing the merger which may affect its ability to execute certain of its business strategies; and

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matters relating to the merger (including integration planning) may require substantial commitments of time and resources by BioMimetic management, which could otherwise have been devoted to other opportunities that may have been beneficial to BioMimetic as an independent company.

In addition, BioMimetic could be subject to litigation related to any failure to complete the merger or related to any enforcement proceeding commenced against BioMimetic to perform its respective obligations under the Merger Agreement. If the merger is not completed, these risks may materialize and may adversely affect BioMimetic's business, financial results and market price of BioMimetic common stock.

***The market price of Wright common stock and Wright's results of operations may be affected by factors different from those affecting the market price of BioMimetic common stock and BioMimetic's results of operations.***

BioMimetic stockholders will be entitled to receive the merger consideration which is partially comprised of Wright common stock, and will thus become Wright stockholders. Wright's business is different from that of BioMimetic, and Wright's results of operations, as well as the market price of Wright common stock, may be affected by factors different from those affecting BioMimetic's results of operations and the market price of BioMimetic common stock. The market price of Wright common stock may fluctuate significantly following the merger, including as a result of factors over which Wright has no control.

***BioMimetic executive officers and directors have financial interests in the merger that may be different from, or in addition to, the interests of BioMimetic stockholders generally.***

Executive officers of BioMimetic negotiated the terms of the Merger Agreement with their counterparts at Wright, and the BioMimetic Board unanimously determined that the transactions contemplated by the Merger Agreement, including the merger, are advisable and fair to, and in the best interest of, BioMimetic and its stockholders, approved the Merger Agreement and declared advisable the merger and unanimously recommended that BioMimetic stockholders vote for the adoption of the Merger Agreement. In considering these facts and the other information contained in this proxy statement/prospectus, you should be aware that BioMimetic's executive officers and directors have financial interests in the merger that may be different from, or in addition to, the interests of BioMimetic stockholders generally. For a detailed discussion of the special interests that BioMimetic's directors and executive officers may have in the merger, please see "The Merger: Interests of Directors and Executive Officers of BioMimetic in the Merger."

***The market price of Wright common stock may fluctuate significantly, which may make it difficult for you to sell Wright common stock you receive in the merger when you want to or at prices you find attractive.***

There has been significant volatility in the market prices for publicly traded shares of medical device companies, including shares of Wright common stock. Wright expects that the market price of its common stock will continue to fluctuate. The price of Wright common stock fluctuated from a high of \$19.05 per share to a low of \$13.37 per share in 2011. The price of Wright common stock has so far fluctuated from a high of \$22.59 per share to a low of \$15.70 per share in 2012. The price of Wright common stock may not remain at or exceed current levels. The following key factors, among others, may have an adverse impact on the market price of Wright common stock:

adverse results of Wright's clinical trials or adverse events associated with its marketed products;

Wright's products' ability to demonstrate efficacy or an acceptable safety profile;

product introductions and sales by Wright's competitors;

new product discovery and development by Wright's competitors;

Wright's ability to obtain and maintain regulatory approval for its existing products as well as for new products in development;

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announcements of technical or product developments by Wright's competitors;

Wright's failure to effectively implement its business strategy or Wright's adoption and implementation of a business strategy that places it at a disadvantage to its competitors;

market conditions for medical device stocks;

Wright's ability to successfully launch and increase market penetration of Augment<sup>®</sup> Bone Graft;

market conditions generally;

governmental regulation;

new accounting pronouncements, regulatory rulings or actions by the FDA;

health care legislation generally and potential changes in insurance or governmental reimbursement policies on Wright's products and pipeline products;

public announcements by competitors regarding medical advances in markets that Wright is targeting;

patent or proprietary rights developments and/or changes in patent laws, including Wright's ability to successfully protect and enforce its intellectual property rights;

royalties and contract revenues that Wright becomes obligated to pay;

potential changes in reimbursement policies or rates for Wright's products;

product manufacturing, including Wright's arrangements with third party suppliers;

Wright's expenses and net income;

credit and foreign exchange risk management by Wright;

Wright's liquidity;

asset and liability risk management by Wright;

the outcome of litigation involving Wright's products or processes related to production and formulation of those products or uses of those products;

competition; and

operational and legal risks.

In addition, the stock market in general has experienced extreme volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the market price of Wright common stock.

***Legal proceedings in connection with the merger, the outcomes of which are uncertain, could delay or prevent the completion of the merger.***

Several putative class action complaints have been filed on behalf of BioMimetic stockholders in connection with the merger. The complaints seek, among other things, to enjoin the defendants from consummating the merger until such time as BioMimetic adopts and implements a procedure or process to obtain the highest possible price for stockholders and discloses all material information to stockholders regarding the merger. Such legal proceedings could delay or prevent the merger from becoming effective. See [The Merger](#) [Litigation Related to the Merger](#).

***The shares of Wright common stock to be received by BioMimetic stockholders as a result of the merger will have different rights from the shares of BioMimetic common stock.***

Upon completion of the merger, BioMimetic stockholders will become Wright stockholders and their rights as stockholders will be governed by Wright's certificate of incorporation as amended, referred to as Wright's

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certificate of incorporation, and Wright's bylaws, as amended, referred to as Wright's bylaws. Certain of the rights associated with BioMimetic common stock are different from, and may be viewed as less favorable than, the rights associated with Wright common stock. See [Comparative Rights of BioMimetic Stockholders and Wright Stockholders](#) for a discussion of the different rights associated with Wright common stock.

### **Risks Related to the CVRs**

#### ***You may not receive any payment on the CVRs.***

Your right to receive any future payment on the CVRs will be contingent upon the achievement by Wright of a certain agreed upon approval milestone and certain agreed upon product sales milestones, in each case, as specified in the CVR Agreement. If the approval milestone is not achieved within the time period specified in the CVR Agreement and if product sales of specified products do not exceed the thresholds set forth in the CVR Agreement within the time periods specified in the CVR Agreement, no payment will be made under the CVRs and the CVRs will expire valueless. Accordingly, the value, if any, of the CVRs is speculative, and the CVRs may ultimately have no value. See [Description of the CVRs](#).

#### ***You will not be able to determine the amount of cash to be received under the CVRs until the achievement of certain agreed upon milestones.***

If any payment is made on the CVRs, it will not be made until the achievement of certain agreed upon milestones, and the amount of any payment will not be paid until after the achievement of such milestones.

#### ***The U.S. federal income tax treatment of the CVRs is unclear.***

There is no legal authority directly addressing the U.S. federal income tax classification of a CVR or the treatment of payments that may be received pursuant to the CVRs. Accordingly, the amount, timing and character of any gain, income or loss with respect to the CVRs are uncertain. For example, payments with respect to a CVR may be treated, in whole or in part, as a non-taxable return of a CVR holder's adjusted tax basis in the CVR. Assuming the CVRs are not treated as one or more debt instruments for U.S. federal income tax purposes, to the extent that payments received by a CVR holder are not treated as a return of basis (or such payments exceed a CVR holder's adjusted tax basis), they could be treated as (1) capital gains (long-term capital gain if the CVR holder has held the CVR for more than one year) with a portion of such payment being recharacterized as interest, (2) income taxable at ordinary rates or (3) dividends. There is no legal authority directly addressing the U.S. federal income tax treatment of the expiration of any rights to receive a cash payment with respect to the CVRs. Accordingly, a CVR holder who does not sell, exchange or otherwise dispose of a CVR may not be able to recognize a loss with respect to the expiration of a right to receive a payment under the CVR until the holder's right to receive all CVR payments terminates. Upon a sale or other disposition of a CVR, the CVR holder generally should recognize capital gain or loss equal to the difference between (1) the sum of the amount of any cash received upon such sale or exchange and the fair market value of any property received upon such sale or exchange (less any imputed interest, as described below) and (2) the holder's adjusted tax basis in the CVR. Such gain or loss generally will be capital gain or loss (long-term capital gain or loss if the CVR holder has held the CVR for more than one year), with a portion of such gain possibly being recharacterized as interest. Due to the legal and factual uncertainties regarding the tax treatment of the CVRs, BioMimetic stockholders are urged to consult their own tax advisors as to determine the timing and characterization of income, gain or loss resulting from the receipt of payments pursuant to, sale or other disposition of and expiration of the CVRs. See [Certain Material U.S. Federal Income Tax Consequences](#).

#### ***Any payments in respect of the CVRs are subordinated to the right of payment of certain of Wright's senior obligations.***

The CVRs are unsecured obligations of Wright and the CVR payments and all other obligations under the CVR Agreement, together with the CVRs and any rights or claims relating thereto, are subordinated in right of payment to the prior payment in full of certain of Wright's senior obligations specified in the CVR Agreement.

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*An active public market for the CVRs may not develop or the CVRs may trade at low volumes, both of which could have an adverse effect on the resale price, if any, of the CVRs.*

The CVRs are a new security for which there is currently no public trading market. Wright has agreed to use its reasonable best efforts to cause the CVRs to be listed on The NASDAQ Global Select Market or The NASDAQ Global Market for so long as the CVRs are outstanding, but, even if the CVRs are listed, an active public trading market for the CVRs may not develop or be sustained. Even if an active public trading market develops, there may be little or no market demand for the CVRs, making it difficult or impossible to resell the CVRs, which would have an adverse effect on the resale price, if any, of the CVRs. Neither Wright nor BioMimetic can predict the price, if any, at which the CVRs will trade following the completion of the merger.

*Because there has not been any public market for the CVRs, the market price and trading volume of the CVRs may be volatile.*

Neither BioMimetic nor Wright can predict the extent to which investor interest will lead to a liquid trading market in the CVRs or whether the market price of the CVRs will be volatile following the merger. The market price of the CVRs could fluctuate significantly for many reasons, including, without limitation:

as a result of the risk factors listed in this proxy statement/prospectus;

the ability of Wright to achieve the approval milestone and/or the product sales milestones specified in the CVR Agreement;

for reasons unrelated to operating performance, such as reports by industry analysts, investor perceptions, or negative announcements by our customers or competitors regarding their own performance;

regulatory changes or decisions that could impact Wright's business; and

general economic, securities markets and industry conditions.

***Wright may under certain circumstances repurchase the CVRs.***

The CVR Agreement does not prohibit Wright or any of its subsidiaries or affiliates from acquiring the CVRs, whether in open market transactions, private transactions or otherwise. Furthermore, pursuant to the terms of the CVR Agreement, subject to certain notice requirements, if, at any time on or after the date that is the third anniversary of the completion of the merger (1) the approval milestone specified in the CVR Agreement has not been achieved; and (2) the volume weighted average price paid per CVR for all CVRs traded over the 45 trading days prior to such date is less than 10 cents, Wright may, at its sole discretion, purchase all, but not less than all, of the outstanding CVRs at a price of 115% of the volume weighted average price paid per CVR for all CVRs traded 45 days prior to the fifth trading day before the date of notice of redemption.

## **Additional Risk Factors Relating to Wright's Business**

***Wright is subject to substantial government regulation that could have a material adverse effect on its business.***

The production and marketing of Wright's products and its ongoing research and development, pre-clinical testing and clinical trial activities are subject to extensive regulation and review by numerous governmental authorities both in the U.S. and abroad. U.S. and foreign regulations govern the testing, marketing and registration of new medical devices, in addition to regulating manufacturing practices, reporting, labeling, relationships with healthcare professionals and recordkeeping procedures. The regulatory process requires significant time, effort and expenditures to bring its products to market, and Wright cannot be assured that any of its products will be approved. Wright's failure to comply with applicable regulatory requirements could result in these governmental authorities:

imposing fines and penalties on Wright;

preventing Wright from manufacturing or selling its products;

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bringing civil or criminal charges against Wright;

delaying the introduction of its new products into the market;

recalling or seizing its products; or

withdrawing or denying approvals or clearances for its products.

Even if regulatory approval or clearance of a product is granted, this could result in limitations on the uses for which the product may be labeled and promoted. Further, for a marketed product, its manufacturer, said manufacturer's suppliers, and manufacturing facilities are subject to periodic review and inspection. Subsequent discovery of problems with a product, manufacturer or facility may result in restrictions on the product, manufacturer or facility, including withdrawal of the product from the market or other enforcement actions. Wright's products can only be marketed in accordance with their approved labeling. If Wright were to promote the use of its products in an off-label manner, Wright would be subject to civil and criminal sanctions.

In 2009, the FDA issued an order requiring the manufacturers of approximately 25 Class III devices to submit to the FDA a summary of any information known or otherwise available to them concerning the safety and efficacy of the products. Metal-on-metal hip products, including Wright's, are included in this product code. Class III devices generally require submission and approval of a premarket approval (PMA) application prior to marketing. The FDA has historically allowed the devices in this product code to be marketed without the requirement of a PMA application, as they were marketed before May 28, 1976, or are substantially equivalent to devices that were marketed before May 28, 1976 or approved under a premarket notification 510(k) since May 28, 1976, when the Medical Device Amendments of 1976 were enacted, and Congress included transition provisions designed to preserve availability of then-marketed Class III devices pending FDA approval of PMA applications. The FDA will determine, for each device in this order, whether the classification of the device should (a) remain as Class III and require submission of a PMA or a notice of completion of a Product Development Protocol, or (b) be reclassified as Class I or II. Wright cannot predict the outcome of the FDA's review of these products; however, if Wright is required to submit a PMA application for its metal-on-metal hip products, Wright may be unable to continue to market these products until the FDA approves the PMA application.

During 2011, the FDA issued Section 522 Orders to manufacturers of metal-on-metal hip products, including Wright, requiring post-market surveillance to be conducted for all products that can be used in a metal-on-metal application for patients. These orders require the manufacturers to submit their plans for post-market surveillance to the FDA for approval. Wright submitted its summary protocol to the FDA in late May 2011 and received a response that requested a revision to the protocol. Wright submitted the needed changes to the FDA in February 2012. While Wright believes it has data that proves the efficacy and safety of its metal-on-metal hip products, Wright cannot predict the outcome of an industry-wide post-market surveillance.

Wright is currently conducting clinical studies of some of its products under IDEs. Clinical studies must be conducted in compliance with FDA regulations, or the FDA may take enforcement action. The data collected from these clinical studies will ultimately be used to support market clearance for these products. There is no assurance that the FDA will accept the data from these clinical studies or that it will ultimately allow market clearance for the products.

Wright is subject to various U.S. federal and state and foreign laws concerning healthcare fraud and abuse, including false claims laws, anti-kickback laws and physician self-referral laws. Violations of these laws can result in criminal and/or civil punishment, including fines, imprisonment and, in the U.S., exclusion from participation in government healthcare programs. Greater scrutiny of marketing practices in its industry has resulted in numerous government investigations by various government authorities and this industry-wide enforcement activity is expected to continue. If a governmental authority were to determine that Wright does not comply with these laws and regulations, then Wright and its directors, officers and employees could be subject to criminal and civil penalties, including exclusion from participation in federal healthcare reimbursement programs.

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In order to market its devices in the member countries of the European Union, Wright is required to comply with the European Medical Devices Directive and obtain CE mark certification. CE mark certification is the European symbol of adherence to quality assurance standards and compliance with applicable European Medical Device Directives. Under the European Medical Devices Directive, all medical devices including active implants must qualify for CE marking.

***Wright must obtain regulatory approval from the FDA before Wright can market Augment® Bone Graft in the United States.***

Augment® Bone Graft is a product candidate that is regulated by the FDA as a combination product. For a combination product, the FDA must determine which center or centers within the FDA will review the product candidate and under what legal authority the product candidate will be reviewed. The review of combination products is often more complex and more time consuming than the review of a product candidate under the jurisdiction of only one center within the FDA. For the current proposed orthopedic indications, Augment® Bone Graft is being reviewed by the medical device authorities at the Center for Devices and Radiological Health, with participation by the Center for Drug Evaluation and Research. Augment® Bone Graft will require approval of a PMA application before it can be marketed in the United States.

In June, 2010, the FDA accepted for review a three-part modular PMA application seeking approval of Augment® Bone Graft for use in hind foot and ankle fusions in the U.S. The FDA's Medical Devices Advisory Committee conducted a meeting of its Orthopedic and Rehabilitation Devices Panel (the panel) in May, 2011 during which the panel reviewed Augment® Bone Graft. The panel voted narrowly in support of the safety and efficacy of Augment® Bone Graft for use as an alternative to autograph in hind foot and ankle fusion procedures, and narrowly in support of the finding that Augment® Bone Graft demonstrates a reasonable benefit to risk profile for the same indication.

In January, 2012, a comprehensive post-panel response letter (the letter) was received from the FDA regarding the Augment® Bone Graft PMA. The FDA acknowledged that the panel voted in favor of a reasonable assurance of safety, effectiveness and a positive benefit to risk ratio; however, the FDA stated that notwithstanding the Advisory Panel's recommendation, the PMA, without additional information, must be considered not approvable and that to place the PMA in approvable form, the application must be amended. The letter listed the information that would need to be submitted for the PMA application to be approvable, and outlined a pathway that could potentially lead to approval without additional clinical trials to support the safety and effectiveness of Augment® Bone Graft. The FDA's key requests for additional information regarding the pivotal study that was conducted and used to support PMA approval included a re-reading of all 24-week CT scans, further analysis of all study adverse events, re-categorization of secondary surgeries as failures, and stratification of results by various subgroups.

In July, 2012, a PMA amendment was submitted to the FDA that provided supplemental information requested in the post-panel letter. There can be no assurance that the PMA amendment addresses all of the FDA's regulatory concerns or that additional clinical data from a new large scale study will not be required to support approval. If an additional pivotal study is required for approval Wright may be unable to design a study to adequately address the issues raised by the FDA. Even if Wright is able to design an adequate study, such study may be very time consuming and costly, and their results may be uncertain or negative. This could significantly delay or prevent the approval of Augment® Bone Graft. Furthermore, if Augment® Bone Graft is approved, the FDA may impose significant labeling restrictions that could significantly reduce Augment® Bone Graft's potential market. Any of these events would have a material, adverse effect on its business, financial condition and results of operations.

As part of its Augment® Bone Graft PMA review and approval process, Wright anticipates that the FDA will conduct a preapproval inspection of its Augment® Bone Graft manufacturing facilities and its suppliers and subcontractors. If the FDA identifies compliance issues during these inspections, then approval of its PMA could

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be significantly delayed or even denied. Wright may be required to make modifications to its manufacturing operations in response to these inspections which may require significant resources and may have material adverse effect upon its business, financial condition and results of operation.

***If the FDA does not approve Augment® Bone Graft, delays approval, requires Wright to perform additional clinical trials prior to approval or imposes significant labeling restrictions that reduce Augment® Bone Graft's market potential, Wright may never achieve the expected benefits of the merger with BioMimetic and the market price of its common stock would decline.***

At the closing of the merger, Wright will pay more than approximately \$190 million in value in a combination of cash and Wright stock, with no assurance that the FDA will approve Augment® Bone Graft as anticipated. If the FDA does not approve Augment® Bone Graft or if the FDA delays approval or imposes labeling restrictions that reduce Augment® Bone Graft's market potential, Wright may not realize a return on its investment. In such event, its reputation and business would be harmed and its stock price would decline.

***Product liability lawsuits could harm its business.***

The manufacture and sale of medical devices exposes Wright to significant risk of product liability claims. Wright has received more than 200 claims for personal injury associated with its metal-on-metal hip products. The number of claims continues to increase, Wright believes due to the increasing negative publicity in the industry regarding metal-on-metal hip products. Wright believes it has data that proves the efficacy and safety of its metal-on-metal hip products, and Wright intends to vigorously defend itself in these matters.

Claims for personal injury have also been made against Wright associated with fractures of its PROFEMUR® long titanium modular neck product. Wright believes that the overall fracture rate for the product is low and the fractures appear, at least in part, to relate to patient demographics, and Wright intends to vigorously defend itself in these matters.

Legal defenses are costly, regardless of the outcome. Wright may experience increased legal expenses as Wright defends itself in these matters, and Wright could incur liabilities associated with adverse outcomes that exceed its products liability insurance coverage.

In the future, Wright may be subject to additional product liability claims. Additionally, Wright could experience a material design or manufacturing failure in its products, a quality system failure, other safety issues, or heightened regulatory scrutiny that would warrant a recall of some of its products. Product liability lawsuits and claims, safety alerts and product recalls, regardless of their ultimate outcome, could have a material adverse effect on its business and reputation and on its ability to attract and retain customers.

***Wright's existing product liability insurance coverage may be inadequate to protect Wright from any liabilities Wright might incur.***

If the product liability claims brought against Wright involve uninsured liabilities or result in liabilities that exceed its insurance coverage, its business, financial condition and results of operations could be materially and adversely affected. Further, such product liability matters may negatively impact its ability to obtain insurance coverage or cost-effective insurance coverage in future periods.

***Fluctuations in insurance cost and availability could adversely affect its profitability or its risk management profile.***

Wright holds a number of insurance policies, including product liability insurance, directors and officers liability insurance, property insurance and workers compensation insurance. If the costs of maintaining adequate insurance coverage should increase significantly in the future, its operating results could be materially adversely

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impacted. Likewise, if the availability of any of its current insurance coverage should become unavailable to Wright or become economically impractical, Wright would be required to operate its business without indemnity from commercial insurance providers.

*A competitor's recall of modular hip stems could negatively impact sales of its PROFEMUR modular hip system.*

On July 6, 2012, Stryker announced the voluntary recall of its Rejuvenate Modular and ABG II modular neck hip stems citing risks including the potential for fretting and/or corrosion at or about the modular neck junction. Although Stryker's recalled modular hip stems differ in design and material from its PROFEMUR® modular neck hip stems, there is a risk that Stryker's recall and the resultant publicity could negatively impact sales of modular neck systems of other manufacturers, including its PROFEMUR® system, even if the issues cited by Stryker are unique to Stryker products.

*Modifications to Wright's marketed devices may require FDA regulatory clearances or approvals or require Wright to cease marketing or recall the modified devices until such additional clearances or approvals are obtained.*

The FDA requires device manufacturers to make a determination of whether or not a modification to a cleared and commercialized medical device requires a new approval or clearance. However, the FDA can review a manufacturer's decision not to submit for additional approvals or clearances. Any modification to an FDA approved or cleared device that would significantly affect its safety or efficacy or that would constitute a major change in its intended use would require a new premarket approval or 510(k) clearance and could be considered misbranded if the modified device is commercialized and such additional approval or clearance was not obtained. Wright cannot assure you that the FDA will agree with its decisions not to seek approvals or clearances for particular device modifications or that Wright will be successful in obtaining additional approvals or 510(k) clearances for modifications.

Wright obtained 510(k) premarket clearance for certain devices it currently markets in the United States. Wright has subsequently modified some of those devices or device labeling since obtaining 510(k) clearance under the view that these modifications did not significantly affect the safety or efficacy of the device, and did not require new approvals or clearances. If the FDA disagrees with Wright's decisions and requires Wright to obtain additional premarket approvals or 510(k) clearances for any modifications to its products and Wright fails to obtain such approvals or clearances or fails to secure approvals or clearances in a timely manner, Wright may be required to cease manufacturing and marketing the modified device or to recall such modified device until Wright obtains FDA approval or clearance and Wright may be subject to significant regulatory fines or penalties.

*If Wright fails to comply with the terms of the Corporate Integrity Agreement, Wright may be subject to criminal prosecution and/or exclusion from federal healthcare programs.*

As previously reported, on September 29, 2010, Wright's wholly-owned subsidiary, Wright Medical Technologies, Inc., referred to as WMT, entered into a 12-month Deferred Prosecution Agreement (DPA) with the United States Attorney's Office for the District of New Jersey, referred to as the USAO. WMT also entered into a five-year Corporate Integrity Agreement (CIA) with the Inspector General of the United States Department of Health and Human Services, referred to as OIG-HHS. On September 15, 2011, WMT reached an agreement with the USAO and the OIG-HHS under which WMT voluntarily agreed to extend the term of its DPA for 12 months. On October 4, 2012, the USAO issued a press release announcing that the amended DPA expired on September 29, 2012, that the USAO had moved to dismiss the criminal complaint against WMT because WMT had fully complied with the terms of the DPA, and that the court had ordered dismissal of the complaint on October 4, 2012. WMT's obligations under the CIA expire as of September 29, 2015. The DPA imposed, and the CIA continues to impose, certain obligations on WMT to maintain compliance with U.S. healthcare laws. Wright's failure to do so could expose Wright to significant liability, including, but not limited to, exclusion from

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federal healthcare program participation, including Medicaid and Medicare, which would have a material adverse effect on Wright's financial condition, results of operations and cash flows, potential prosecution, civil and criminal fines or penalties, and additional litigation cost and expense.

The CIA acknowledges the existence of Wright's Corporate Compliance Program and provides for certain other compliance-related activities during the five-year term of the agreement. If Wright breaches the CIA, the OIG-HHS may take further action against Wright, up to and including excluding Wright from participation in federal healthcare programs, which exclusion would have a material adverse effect on Wright's financial condition, results of operations and cash flows.

***Efforts to enhance Wright's Corporate Compliance Program require the cooperation of many individuals and may divert resources from its other business activities and require substantial investment.***

Wright is committed to the continued enhancement of its Corporate Compliance Program. This requires additional financial and human resources. Successful implementation of its enhanced Corporate Compliance Program requires the full and sustained cooperation of its employees, distributors and sales agents, as well as the healthcare professionals with whom they interact. These efforts may require increased expenses and additional investments. Wright may also encounter inefficiencies in the implementation of its new compliance enhancements, including delays in medical education, research and development projects, and clinical studies, which may unfavorably impact its business and its relationships with customers.

***Allegations of wrongdoing by the United States Department of Justice and OIG-HHS and related publicity could lead to further governmental investigations or actions by other third parties.***

As a result of the allegations of wrongdoing made by the USAO and the publicity surrounding its recent settlement with the United States Department of Justice (DOJ) and OIG-HHS, and amendments to the DPA and CIA, other governmental agencies, including state authorities, could conduct investigations or institute proceedings that are not precluded by the terms of settlements reflected in the DPA and the CIA. In August 2012, Wright received a subpoena from the United States Attorney's Office for the Western District of Tennessee requesting records and documentation relating to its PROFEMUR series of hip replacement devices and for the period from January 1, 2000 to August 2, 2012. These interactions with the authorities could increase its exposure to lawsuits by potential whistleblowers, including under the federal false claims acts, based on new theories or allegations arising from the allegations made by the USAO. The costs of defending or resolving any such investigations or proceedings could have a material adverse effect on its financial condition, results of operations and cash flows.

***The European Union and many of its world markets rely on the CE-Mark as the path to market its products.***

The European Medical Device Directive requires that many of its products which bear the CE-Mark be supported by post market clinical data. Wright is in the process of implementing systems and procedures to control this activity in order to comply with these requirements, including establishing contractual relationships with the HCP clinical study sites in accordance with its internal compliance requirements. Wright intends to obtain the needed clinical data to support its marketed products, but there can be no assurance that European regulators will accept the results. This could potentially impact business performance.

***A significant portion of its product sales are made through independent distributors and sales agents who Wright does not control.***

A significant portion of its product sales are made through independent sales representatives and distributors. Because the independent distributor often controls the customer relationships within its territory, there is a risk that if its relationship with the distributor ends, its relationship with the customer will be lost. Also,

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because Wright does not control a distributor's field sales agents, there is a risk Wright will be unable to ensure that its sales processes and priorities will be consistently communicated and executed by the distributor. If Wright fails to maintain relationships with its key distributors, or fails to ensure that its distributors adhere to its sales processes and priorities, this could have an adverse affect on its operations. In the past, Wright has experienced turnover within its independent distributor organization. This did adversely affect short term financial results as Wright transitioned to direct sales employees or new independent representatives. While Wright believes these transitions were managed effectively, there is a risk that future transitions could have a greater adverse affect on its operations than Wright has previously experienced. In particular, Wright plans to aggressively transition a portion of its U.S. independent distributor foot and ankle product territories to a direct sales model. Wright believed its plan to effectuate this transition can be implemented within acceptable levels of cost and short term business disruption. However, there is a risk that its transition plan will be more costly and disruptive than presently anticipated, which could have a material adverse affect on its business and operations.

***If Wright loses one of its key suppliers, Wright may be unable to meet customer orders for its products in a timely manner or within its budget.***

Wright relies on a limited number of suppliers for the components used in its products. Its reconstructive joint devices are produced from various surgical grades of titanium, cobalt chrome, stainless steel, various grades of high-density polyethylenes and ceramics. Wright relies on one source to supply Wright with a certain grade of cobalt chrome alloy, one supplier for the silicone elastomer used in some of its extremity products, one supplier of ceramics for use in its hip products, and one foundry which casts metal components of certain of its implant products.

Its Biologic product line includes a single sourced supplier for its GRAFTJACKET<sup>®</sup> family of soft tissue repair and graft containment products. In addition, certain biologic products depend upon a single supplier as its source for DBM and CBM, and any failure to obtain DBM and CBM from this source in a timely manner will deplete levels of on-hand raw materials inventory and could interfere with its ability to process and distribute allograft products. During 2012, Wright is expecting a single not-for-profit tissue bank to meet all of its DBM and CBM order requirements, a key component in the allograft products Wright currently produces, markets and distributes. In addition, Wright relies on a single supplier of soft tissue graft for BIOTAPE<sup>®</sup> XM.

Wright cannot be sure that its supply of DBM, CBM and soft tissue graft for BIOTAPE<sup>®</sup> XM will continue to be available at current levels or will be sufficient to meet its needs, or that future suppliers of DBM, CBM and soft tissue graft for BIOTAPE<sup>®</sup> XM will be free from FDA regulatory action impacting their sale of DBM, CBM and soft tissue graft for BIOTAPE<sup>®</sup> XM. As there are a small number of suppliers, if Wright cannot continue to obtain DBM, CBM and soft tissue graft for BIOTAPE<sup>®</sup> XM from its current sources in volumes sufficient to meet its needs, Wright may not be able to locate replacement sources of DBM, CBM and soft tissue graft for BIOTAPE<sup>®</sup> XM on commercially reasonable terms, if at all. This could interrupt its business, which could adversely affect its sales.

Suppliers of raw materials and components may decide, or be required, for reasons beyond its control to cease supplying raw materials and components to Wright. FDA regulations may require additional testing of any raw materials or components from new suppliers prior to its use of these materials or components and in the case of a device with a PMA application, Wright may be required to obtain prior FDA permission, either of which could delay or prevent its access to or use of such raw materials or components.

***Wright's biologics business is subject to emerging governmental regulations that can significantly impact its business.***

The FDA has statutory authority to regulate allograft-based products, processing and materials. The FDA, European Union and Health Canada have been working to establish more comprehensive regulatory frameworks for allograft-based, tissue-containing products, which are principally derived from cadaveric tissue. The framework developed by the FDA establishes risk-based criteria for determining whether a particular human tissue-based product will be classified as human tissue, a medical device or biologic drug requiring 510(k)

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clearance or PMA approval. All tissue-based products are subject to extensive FDA regulation, including establishment of registration requirements, product listing requirements, good tissue practice requirements for manufacturing and screening requirements that ensure that diseases are not transmitted to tissue recipients. The FDA has also proposed extensive additional requirements addressing sub-contracted tissue services, traceability to the recipient/patient and donor records review. If a tissue-based product is considered human tissue, FDA requirements focus on preventing the introduction, transmission and spread of communicable diseases to recipients. Clinical data or review of safety and efficacy is not required before the tissue can be marketed. However, if tissue is considered a medical device or biologic drug, then FDA clearance or approval is required.

Additionally, its biologics business involves the procurement and transplantation of allograft tissue, which is subject to federal regulation under the National Organ Transplant Act (NOTA). NOTA prohibits the sale of human organs, including bone and other human tissue, for valuable consideration within the meaning of NOTA. NOTA permits the payment of reasonable expenses associated with the transportation, processing, preservation, quality control and storage of human tissue. Wright currently charges its customers for these expenses. In the future, if NOTA is amended or reinterpreted, Wright may not be able to charge these expenses to its customers, and, as a result, its business could be adversely affected.

Its principal allograft-based biologics offerings include ALLOMATRIX<sup>®</sup>, GRAFTJACKET<sup>®</sup> and IGNITE<sup>®</sup> products.

***If Wright fails to compete successfully in the future against its existing or potential competitors, its sales and operating results may be negatively affected, and Wright may not achieve future growth.***

The markets for its products are highly competitive and dominated by a small number of large companies. Wright may not be able to meet the prices offered by its competitors or to offer products similar to or more desirable than those offered by its competitors.

***Wright derives a significant portion of its sales from operations in international markets that are subject to political, economic and social instability.***

Wright derives a significant portion of its sales from operations in international markets. Its international distribution system consists of eight direct sales territories and approximately 80 stocking distribution partners, which combined employ approximately 750 sales representatives who sell in approximately 60 countries. Most of these countries are, to some degree, subject to political, social and economic instability. For the year ended December 31, 2011, 42% of its net sales were derived from its international operations and 40% and 39% in each of 2010 and 2009. Its international sales operations expose Wright and its representatives, agents and distributors to risks inherent in operating in foreign jurisdictions.

These risks include:

the imposition of additional foreign governmental controls or regulations on orthopaedic implants and biologic products;

new export license requirements, particularly related to its biologic products;

economic instability, including currency risk between the U.S. dollar and foreign currencies, in its target markets;

a shortage of high-quality international salespeople and distributors;

loss of any key personnel who possess proprietary knowledge or are otherwise important to its success in international markets;

changes in third-party reimbursement policy that may require some of the patients who receive its implant products to directly absorb medical costs or that may necessitate its reducing selling prices for its products;



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changes in tariffs and other trade restrictions, particularly related to the exportation of its biologic products;

work stoppages or strikes in the healthcare industry, such as those that have affected its operations in France, Canada, Korea and Finland in the past;

a shortage of nurses in some of its target markets; and

exposure to different legal and political standards due to its conducting business in approximately 60 countries.

As a U.S.-based company doing business in foreign jurisdictions, not only is Wright subject to the laws of other jurisdictions, Wright is also subject to U.S. laws governing its activities in foreign countries, such as the Foreign Corrupt Practices Act (FCPA), as well as various import-export laws, regulations, and embargoes. If Wright's business activities were determined to violate these laws, regulations or rules, Wright could suffer serious consequences.

Any material decrease in its foreign sales may negatively impact its profitability. Wright's international sales are predominately generated in Europe. In Europe, healthcare regulation and reimbursement for medical devices vary significantly from country to country. This changing environment could adversely affect its ability to sell its products in some European countries.

***The collectability of Wright's accounts receivable may be affected by general economic conditions.***

Wright's liquidity is dependent on, among other things, the collection of its accounts receivable. Collections of its receivables may be affected by general economic conditions. Although current economic conditions have not had a material adverse effect on its ability to collect such receivables, Wright can make no assurances regarding future economic conditions or their effect on its ability to collect its receivables, particularly from its international stocking distributors.

As of December 31, 2011 and 2010, the balance due from its stocking distributor in Turkey was \$6.8 million and \$8.9 million, or 4.8% and 5.8% of its gross accounts receivable balance, respectively, a significant portion of which was past due. As of December 31, 2011 and 2010, its recorded allowance for doubtful accounts for potential losses related to this trade receivable was \$6.2 million and \$5.6 million, respectively.

***Wright has a significant amount of indebtedness. Wright may not be able to generate enough cash flow from its operations to service its indebtedness, and Wright may incur additional indebtedness in the future, which could adversely affect its business, financial condition and results of operations.***

Wright has a significant amount of indebtedness, including \$300 million in aggregate principal with additional accrued interest of indebtedness under its 2.00% Convertible Senior Notes due 2017. Its ability to make payments on, and to refinance, its indebtedness, including these notes, and to fund planned capital expenditures, research and development efforts, working capital, acquisitions and other general corporate purposes depends on its ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors, some of which are beyond its control. If Wright does not generate sufficient cash flow from operations or if future borrowings are not available to Wright in an amount sufficient to pay its indebtedness, including payments of principal upon conversion of outstanding convertible notes or on their maturity or in connection with a transaction involving Wright that constitutes a fundamental change under the indenture governing the convertible notes, or to fund its liquidity needs, Wright may be forced to refinance all or a portion of its indebtedness, including the convertible notes, on or before the maturity thereof, sell assets, reduce or delay capital expenditures, seek to raise additional capital or take other similar actions. Wright may not be able to execute any of these actions on commercially reasonable terms or at all. Its ability to refinance its indebtedness will depend on its financial condition at the time, the restrictions in the instruments governing its indebtedness and other factors, including market conditions. In addition, in the event of a default under the convertible notes, the holders and/or the trustee under the indentures

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governing the convertible notes may accelerate its payment obligations under the convertible notes, which could have a material adverse effect on its business, financial condition and results of operations. Its inability to generate sufficient cash flow to satisfy its debt service obligations, or to refinance or restructure its obligations on commercially reasonable terms or at all, would likely have an adverse effect, which could be material, on its business, financial condition and results of operations.

In addition, its significant indebtedness, combined with its other financial obligations and contractual commitments, could have other important consequences. For example, it could:

make Wright more vulnerable to adverse changes in general U.S. and worldwide economic, industry and competitive conditions and adverse changes in government regulation;

limit its flexibility in planning for, or reacting to, changes in its business and its industry;

place Wright at a competitive disadvantage compared to its competitors who have less debt; and

limit its ability to borrow additional amounts for working capital, capital expenditures, research and development efforts, acquisitions, debt service requirements, execution of its business strategy or other purposes.

Any of these factors could materially and adversely affect its business, financial condition and results of operations. In addition, if Wright incurs additional indebtedness, the risks related to its business and its ability to service its indebtedness would increase.

In addition, under Wright's 2.00% Convertible Senior Notes due 2017, Wright is required to offer to repurchase the convertible notes upon the occurrence of a fundamental change, which could include, among other things, any acquisition of Wright for consideration other than publicly traded securities. The repurchase price must be paid in cash, and this obligation may have the effect of discouraging, delaying or preventing an acquisition of Wright that would otherwise be beneficial to its security holders.

### ***Hedge and warrant transactions entered into in connection with the issuance of its convertible notes may affect the value of its common stock.***

In connection with the issuance of its 2.00% Convertible Senior Notes due 2017, Wright entered into hedge transactions with various financial institutions with the objective of reducing the potential dilutive effect of issuing its common stock upon conversion of the convertible notes and the potential cash outlay from the cash conversion of the convertible notes. Wright also entered into separate warrant transactions with the same financial institutions. In connection with its hedge and warrant transactions associated with the convertible notes, these financial institutions purchased its common stock in secondary market transactions and entered into various over-the-counter derivative transactions with respect to its common stock. These entities or their affiliates are likely to modify their hedge positions from time to time prior to conversion or maturity of the convertible notes by purchasing and selling shares of its common stock, other of its securities or other instruments they may wish to use in connection with such hedging. Any of these transactions and activities could adversely affect the value of its common stock and, as a result, the number of shares and the value of the common stock holders will receive upon conversion of the convertible notes. In addition, subject to movement in the price of its common stock, if the hedge transactions settle in its favor, Wright could be exposed to credit risk related to the other party with respect to the payment Wright is owed from such other party. If any of the participants in the hedge transactions is unwilling or unable to perform its obligations for any reason, Wright would not be able to receive the benefit of such transaction. Wright cannot provide any assurances as to the financial stability or viability of any of the participants in the hedge transactions.

### ***Rating agencies may provide unsolicited ratings on its convertible notes that could reduce the market value or liquidity of its common stock.***

Wright has not requested a rating of its convertible notes from any rating agency and Wright does not anticipate that the convertible notes will be rated. However, if one or more rating agencies independently elects

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to rate the convertible notes and assigns the convertible notes a rating lower than the rating expected by investors, or reduces such rating in the future, the market price or liquidity of its convertible notes and its common stock could be harmed. Should a decline in the market price of its convertible notes, as compared to the price of its common stock, this may trigger the right of the holders of its convertible notes to convert such notes into cash and shares of its common stock, as applicable.

### ***Turmoil in the credit markets and the financial services industry may negatively impact its business.***

The credit markets and the financial services industry have been experiencing a period of unprecedented turmoil and upheaval characterized by the bankruptcy, failure, collapse or sale of various financial institutions and an unprecedented level of intervention from the U.S. and foreign governments. While the ultimate outcome of these events cannot be predicted, they may have an adverse effect on its customers' ability to borrow money from their existing lenders or to obtain credit from other sources to purchase its products. In addition, the economic crisis could also adversely impact its suppliers' ability to provide Wright with materials and components, either of which may negatively impact its business.

### ***Efforts to acquire and integrate other companies or product lines could adversely affect its operations and financial results.***

In addition to the merger with BioMimetic, Wright may pursue acquisitions of other companies or product lines. Its ability to grow through acquisitions depends upon its ability to identify, negotiate, complete and integrate suitable acquisitions and to obtain any necessary financing. With respect to the acquisitions completed, the proposed merger with BioMimetic, other future acquisitions, Wright may also experience:

difficulties in integrating any acquired companies, personnel and products into its existing business;

delays in realizing the benefits of the acquired company or products;

diversion of its management's time and attention from other business concerns;

limited or no direct prior experience in new markets or countries Wright may enter;

higher costs of integration than Wright anticipated; or

difficulties in retaining key employees of the acquired business who are necessary to manage these acquisitions.

In addition, any future acquisitions could materially impair its operating results by causing Wright to incur debt or requiring Wright to amortize acquired assets.

### ***If Wright's patents and other intellectual property rights do not adequately protect its products, Wright may lose market share to its competitors and be unable to operate its business profitably.***

Wright relies on patents, trade secrets, copyrights, know-how, trademarks, license agreements and contractual provisions to establish its intellectual property rights and protect its products. These legal means, however, afford only limited protection and may not completely protect its rights. In addition, Wright cannot be assured that any of its pending patent applications will issue. The USPTO may deny or require a significant narrowing of the claims in its pending patent applications and the patents issuing from such applications. Any patents issuing from the pending patent applications may not provide Wright with significant commercial protection. Wright could incur substantial costs in proceedings before the USPTO. These proceedings could result in adverse decisions as to the priority of its inventions and the narrowing or invalidation of claims in issued patents. In addition, the laws of some of the countries in which its products are or may be sold may not protect its intellectual property to the same extent as U.S. laws or at all. Wright also may be unable to protect its rights in trade secrets and unpatented proprietary technology in these countries.



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In addition, Wright holds licenses from third parties that are necessary to utilize certain technologies used in the design and manufacturing of some of its products. The loss of such licenses would prevent Wright from manufacturing, marketing and selling these products, which could harm its business.

Wright seeks to protect its trade secrets, know-how and other unpatented proprietary technology, in part, with confidentiality agreements with its employees, independent distributors and consultants. Wright cannot be assured, however, that the agreements will not be breached, adequate remedies for any breach would be available or its trade secrets, know-how, and other unpatented proprietary technology will not otherwise become known to or independently developed by its competitors.

***If Wright loses any existing or future intellectual property lawsuits, a court could require Wright to pay significant damages or prevent Wright from selling its products.***

The medical device industry is litigious with respect to patents and other intellectual property rights. Companies in the medical device industry have used intellectual property litigation to gain a competitive advantage.

Wright may become party to lawsuits involving patents or other intellectual property. A legal proceeding, regardless of the outcome, could drain its financial resources and divert the time and effort of its management. If Wright loses one of these proceedings, a court, or a similar foreign governing body, could require Wright to pay significant damages to third parties, require Wright to seek licenses from third parties, pay ongoing royalties, redesign its products, or prevent Wright from manufacturing, using or selling its products. In addition to being costly, protracted litigation to defend or prosecute its intellectual property rights could result in its customers or potential customers deferring or limiting their purchase or use of the affected products until resolution of the litigation.

***If Wright is unable to continue to develop and market new products and technologies, Wright may experience a decrease in demand for its products, or its products could become obsolete, and its business would suffer.***

Wright is continually engaged in product development and improvement programs, and new products represent a significant component of its growth rate. Wright may be unable to compete effectively with its competitors unless Wright can keep up with existing or new products and technologies in the orthopaedic market. If Wright does not continue to introduce new products and technologies, or if those products and technologies are not accepted, Wright may not be successful. Additionally, its competitors' new products and technologies may beat its products to market, may be more effective or less expensive than its products or may render its products obsolete.

***Wright's inability to maintain contractual relationships with healthcare professionals could have a negative impact on its research and development and medical education programs.***

Wright maintains contractual relationships with respected physicians and medical personnel in hospitals and universities who assist in product research and development and in the training of surgeons on the safe and effective use of its products. Wright continues to place emphasis on the development of proprietary products and product improvements to complement and expand its existing product lines as well as providing high quality training on those products. If Wright is unable to maintain these relationships, its ability to develop and market new and improved products and train on the use of those products could decrease, and future operating results could be unfavorably affected.

***Wright's business could suffer if the medical community does not continue to accept allograft technology.***

New allograft products, technologies and enhancements may never achieve broad market acceptance due to numerous factors, including:

lack of clinical acceptance of allograft products and related technologies;

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the introduction of competitive tissue repair treatment options that render allograft products and technologies too expensive and obsolete;

lack of available third-party reimbursement;

the inability to train surgeons in the use of allograft products and technologies;

the risk of disease transmission; and

ethical concerns about the commercial aspects of harvesting cadaveric tissue.

Market acceptance will also depend on the ability to demonstrate that existing and new allograft products and technologies are attractive alternatives to existing tissue repair treatment options. To demonstrate this, Wright relies upon surgeon evaluations of the clinical safety, efficacy, ease of use, reliability and cost effectiveness of its tissue repair options and technologies. Recommendations and endorsements by influential surgeons are important to the commercial success of allograft products and technologies. In addition, several countries, notably Japan, prohibit the use of allografts. If allograft products and technologies are not broadly accepted in the marketplace, Wright may not achieve a competitive position in the market.

***If adequate levels of reimbursement from third-party payors for its products are not obtained, surgeons and patients may be reluctant to use its products and its sales may decline.***

In the U.S., healthcare providers who purchase its products generally rely on third-party payors, principally federally-funded Medicare, state Medicaid and private health insurance plans, to pay for all or a portion of the cost of joint reconstructive procedures and products utilized in those procedures. Wright may be unable to sell its products on a profitable basis if third-party payors deny coverage or reduce their current levels of reimbursement. Its sales depend largely on governmental healthcare programs and private health insurers reimbursing patients' medical expenses. Surgeons, hospitals and other healthcare providers may not purchase its products if they do not receive appropriate reimbursement from third-party payors for procedures using its products. In light of healthcare reform measures and the continued downturn in its economy, payors continue to review their coverage policies for existing and new therapies and may deny coverage for treatments that include the use of its products.

In addition, some healthcare providers in the U.S. have adopted or are considering bundled payment methodologies and/or managed care systems in which the providers contract to provide comprehensive healthcare for a fixed cost per person. Healthcare providers may attempt to control costs by authorizing fewer elective surgical procedures, including joint reconstructive surgeries, or by requiring the use of the least expensive implant available. Changes in reimbursement policies or healthcare cost containment initiatives that limit or restrict reimbursement for its products may cause its revenues to decline.

If adequate levels of reimbursement from third-party payors outside of the U.S. are not obtained, international sales of its products may decline. Outside of the U.S., reimbursement systems vary significantly by country. Many foreign markets have government-managed healthcare systems that govern reimbursement for medical devices and procedures. Canada, and some European and Asian countries, in particular France, Japan, Taiwan and Korea, have tightened reimbursement rates. Additionally, Brazil, China, Russia and the United Kingdom have recently begun landmark reforms that will significantly alter their healthcare systems. Finally, some foreign reimbursement systems provide for limited payments in a given period and therefore result in extended payment periods.

***Wright's business could be significantly and adversely impacted if certain types of healthcare reform programs are adopted and other legislative proposals are enacted into law.***

In March 2010, comprehensive health care reform legislation in the form of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act (collectively known as the Affordable Care Act) was enacted. Among other provisions, these bills impose a 2.3% excise tax on U.S. sales of medical devices following December 31, 2012. The Affordable Care Act also includes numerous provisions to



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limit Medicare spending through reductions in various fee schedule payments and by instituting more sweeping payment reforms, such as bundled payments for episodes of care and the establishment of accountable care organizations under which hospitals and physicians will be able to share savings that result from cost control efforts. Many of these provisions will be implemented through the regulatory process, and policy details have not yet been finalized. Various healthcare reform proposals have also emerged at the state level. Wright cannot predict with certainty the impact that these federal and state health reforms will have on Wright. However, an expansion in government's role in the U.S. healthcare industry may lower reimbursements for its products, reduce medical procedure volumes, and adversely affect its business and results of operations, possibly materially.

There is an increasing trend for more criminal prosecutions and compliance enforcement activities for noncompliance with the Health Insurance Portability and Accountability Act (HIPAA) as well as for data breaches involving protected health information (PHI). In the ordinary course of its business, Wright may receive PHI. If Wright is unable to comply with HIPAA or experiences a data breach involving PHI, Wright could be subject to criminal and civil sanctions.

***If third-party payors decline to reimburse its customers for its products or reduce reimbursement levels, the demand for its products may decline and its ability to sell its products profitably may be harmed.***

Wright sell its products to hospitals and other healthcare providers, which receive reimbursement for the healthcare services provide to their patients from third-party payors, such as domestic and international government programs, private insurance plans and managed care programs. These third-party payors may deny reimbursement if they determine that a device used in a procedure was not in accordance with cost-effective treatment methods, as determined by the third-party payor, or was used for an unapproved indication. If its products are not considered cost-effective by third-party payors, its customers may not be reimbursed for its products.

In addition, third-party payors are increasingly attempting to contain healthcare costs by limiting both coverage and the level of reimbursement for medical products. If third-party payors reduce reimbursement levels to hospitals and other healthcare providers for its products, demand for its products may decline, or Wright may experience pressure to reduce the prices of its products, which could have a material adverse effect on its sales and results of operations.

Outside of the United States, reimbursement systems vary significantly from country to country. In the majority of the international markets in which its products are sold, government-managed healthcare systems mandate the reimbursement rates and methods for medical devices and procedures. If adequate levels of reimbursement from third-party payors outside of the United States are not obtained, international sales of its products may decline. Many foreign markets, including Canada, and some European and Asian countries, have tightened reimbursement rates. Its ability to continue to sell certain products profitably in these markets may diminish if the government-managed healthcare systems continue to reduce reimbursement rates.

***If Wright cannot retain its key personnel, Wright will not be able to manage and operate successfully, and Wright may not be able to meet its strategic objectives.***

Its continued success depends, in part, upon key managerial, scientific, sales and technical personnel, as well as its ability to continue to attract and retain additional highly qualified personnel. Wright competes for such personnel with other companies, academic institutions, governmental entities and other organizations. There can be no assurance that Wright will be successful in retaining its current personnel or in hiring or retaining qualified personnel in the future. Loss of key personnel or the inability to hire or retain qualified personnel in the future could have a material adverse effect on its ability to operate successfully. Further, any inability on its part to enforce non-compete arrangements related to key personnel who have left the business could have a material adverse effect on its business.

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***If a natural or man-made disaster strikes its manufacturing facility, Wright could be unable to manufacture its products for a substantial amount of time, and its sales could be disrupted.***

Wright relies on a single manufacturing facility in Arlington, Tennessee, which is located near the New Madrid fault line. The Arlington facility and the manufacturing equipment Wright use to produce its products would be difficult to replace and could require substantial lead-time to repair or replace. Wright's facility may be affected by natural or man-made disasters. In the event its facility is affected by a disaster, Wright would be forced to rely on third-party manufacturers. Although Wright believes Wright has adequate disaster recovery plans in place and Wright possess adequate insurance for damage to its property and the disruption of its business from casualties, such plans and insurance may not cover such disasters and all of its potential losses and may not continue to be available to Wright on acceptable terms or at all.

***Wright is dependent on various information technology systems, and failures of, interruptions to, or unauthorized tampering of those systems could harm its business.***

Many of its business processes depend upon its information technology systems, the systems and processes of third parties, and on interfaces with the systems of third parties. If those systems fail or are interrupted, or if its ability to connect to or interact with one or more networks is interrupted, its processes may function at a diminished level or not at all. In addition, its servers are vulnerable to computer viruses, break-ins and similar disruptions from unauthorized tampering. These occurrences could harm its ability to ship products, and its financial results would likely be harmed.

***Wright's business plan relies on certain assumptions about the market for its products, which, if incorrect, may adversely affect its profitability.***

Wright believes that the aging of the general population and increasingly active lifestyles will continue and that these trends will increase the need for its orthopaedic implant products. The projected demand for its products could materially differ from actual demand if its assumptions regarding these trends and acceptance of its products by the medical community prove to be incorrect or do not materialize, or if non-surgical treatments gain more widespread acceptance as a viable alternative to orthopaedic implants.

***Fluctuations in foreign currency exchange rates could result in declines in its reported sales and earnings.***

Because a majority of its international sales are denominated in local currencies and not in U.S. dollars, its reported sales and earnings are subject to fluctuations in foreign exchange rates. Approximately 31%, 29% and 28% of its total net sales were denominated in foreign currencies during the years ended December 31, 2011, 2010 and 2009, respectively, and Wright expects that foreign currencies will continue to represent a similarly significant percentage of its net sales in the future. Its international net sales were favorably impacted by the impact of foreign currency fluctuations of approximately \$10.5 million in 2011, compared to the favorable impact of \$1.5 million in 2010, and the unfavorable impact of \$3.0 million in 2009. Operating costs related to these sales are largely denominated in the same respective currencies, thereby partially limiting its transaction risk exposure. However, cost of sales related to these sales are primarily denominated in U.S. dollars; therefore, as the U.S. dollar strengthens, the gross margin associated with its sales denominated in foreign currencies experience declines.

Wright currently employs a derivative program using 30-day foreign currency forward contracts to mitigate the risk of currency fluctuations on its intercompany receivable and payable balances that are denominated in foreign currencies. These forward contracts are expected to offset the transactional gains and losses on the related intercompany balances. These forward contracts are not designated as hedging instruments under Financial Accounting Standards Board (FASB) Accounting Standard Codification (ASC) Section 815, *Derivatives and Hedging Activities*. Accordingly, the changes in the fair value and the settlement of the contracts are recognized in the period incurred. Wright has not historically entered into hedging activities to mitigate the risk of foreign currency fluctuations in its statement of operations.

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*Wright's quarterly operating results are subject to substantial fluctuations, and you should not rely on them as an indication of its future results.*

Wright's quarterly operating results may vary significantly due to a combination of factors, many of which are beyond its control. These factors include:

demand for products, which historically has been lowest in the third quarter;

its ability to meet the demand for its products;

increased competition;

the number, timing and significance of new products and product introductions and enhancements by Wright and its competitors;

its ability to develop, introduce and market new and enhanced versions of its products on a timely basis;

changes in pricing policies by Wright and its competitors;

changes in the treatment practices of orthopaedic surgeons;

changes in distributor relationships and sales force size and composition;

the timing of material expense- or income-generating events and the related recognition of their associated financial impact;

prevailing interest rates on its excess cash investments;

fluctuations in foreign currency rates;

the timing of significant orders and shipments;

ability to obtain reimbursement for its products;

availability of raw materials;

work stoppages or strikes in the healthcare industry;

changes in FDA and foreign governmental regulatory policies, requirements and enforcement practices;

changes in accounting policies, estimates and treatments;

restructuring charges, costs associated with its U.S. governmental inquiries and other charges;

variations in cost of sales due to the amount and timing of excess and obsolete inventory charges, commodity prices and manufacturing variances;

income tax fluctuations; and

general economic factors.

Wright believes its quarterly sales and operating results may vary significantly in the future and period-to-period comparisons of its results of operations are not necessarily meaningful and should not be relied upon as indications of future performance. Wright cannot assure you that its sales will increase or be sustained in future periods or that Wright will be profitable in any future period. Any shortfalls in sales or earnings from levels expected by securities or orthopaedic industry analysts could have an immediate and significant adverse effect on the trading price of its common stock in any given period.

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*Potential stockholder litigation may result in financial losses or harm its reputation and may divert management resources.*

Although, to its knowledge, no Wright stockholder complaints have been filed, it is possible that litigation could be brought by Wright stockholders, including private securities litigation and stockholder derivative suits, that if initiated, could divert management's attention, harm its business and/or reputation, and result in significant liabilities.

*Recent restructuring efforts could adversely affect its operations and financial results.*

In September 2011, Wright announced plans to implement a cost restructuring plan to foster growth, to enhance profitability and cash flow and build stockholder value. Wright has implemented, and is continuing to implement, numerous initiatives to reduce spending, including streamlining select aspects of its international selling and distribution operations, reducing the size of its international product portfolio, adjusting plant operations to align with its volume and mix expectations and rationalizing its research and development projects. In total, Wright reduced its workforce by approximately 80 employees, or 6%. With respect to these restructuring activities, including those in process, Wright may experience:

higher costs of restructuring than Wright anticipated;

difficulties in completing all restructuring activities within the budgeted time;

diversion of its management's time and attention from other business concerns;

loss of customers; or

lower than expected future benefits due to unforeseen or changing business conditions.

If Wright experiences any or all of the foregoing, its operations and financial results could be adversely affected.

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**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This proxy statement/prospectus and the documents incorporated by reference herein contain forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended, referred to as the Exchange Act, that involve risks and uncertainties, as well as assumptions and information that are based on the current beliefs and expectations of the respective managements of BioMimetic and Wright, as the case may be. All statements other than statements of historical fact, are statements that could be deemed forward-looking statements, including any projections of earnings, revenues, synergies, margins, royalties, profit split payments, product sales or other financial items; any statements of the plans, strategies and objectives of management for future operations, including integration and any potential restructuring plans and the anticipated timing of filings and approvals relating to the merger; any statements concerning proposed new products, services, developments or industry rankings; any statements regarding future economic conditions or performance; any statements of belief; and any statements of assumptions underlying any of the foregoing. In addition to the foregoing, when used in or incorporated by reference into this proxy statement/prospectus, the words anticipate, believe, plan, estimate, expect, and intend and other expressions, as they relate to BioMimetic or Wright or their respective managements or stockholders, are intended to identify forward-looking statements.

Such forward-looking statements, whether expressed or implied, reflect the current views of BioMimetic and Wright with respect to future events and are subject to a number of known and unknown risks, delays, uncertainties and other important factors which could cause the actual results of BioMimetic or Wright to differ materially from those implied by such forward-looking statements, due to a number of factors, many of which are beyond either BioMimetic's or Wright's control, which include, but are not limited to, those set forth under the heading Risk Factors, the risks described in BioMimetic's filings with the SEC, including BioMimetic's Annual Report on Form 10-K for the year ended December 31, 2011 and its Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012; the risks described in Wright's filings with the SEC, including Wright's Annual Report on Form 10-K for the year ended December 31, 2011 and its Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, June 30, 2012 and September 30, 2012; and the following important factors and assumptions that could affect the future results of Wright following the merger, or the future results of BioMimetic and Wright if the merger does not occur, and could cause actual results to differ materially from the results, performance or other expectations implied or expressed in any forward-looking statements:

the market adoption of and demand for existing and new medical device products;

the ability to maintain and/or improve revenues and/or earnings;

the ability to successfully manufacture products in an efficient, timely and cost-effective manner;

anticipated dates on which BioMimetic and Wright will begin marketing certain products or will reach specific milestones in the development and implementation of their respective business strategies;

the impact on products and revenues of patents and other owned or licensed proprietary rights;

compliance with laws, regulations and standards, and the application and interpretation of those laws, regulations and standards, that govern or affect the medical device industry, the non-compliance with which may delay or prevent the sale of products;

the possibility that the merger may involve unexpected costs;

the difficulty in predicting the timing or outcome of product development efforts and regulatory approvals;

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risks that the merger disrupts BioMimetic's current plans and operations, and the potential difficulties for BioMimetic's employee retention as a result of the announcement or completion of the merger;

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the outcome of any pending or future litigation and administrative claims;

the ability of Wright to achieve the approval milestone and the product sales milestones on the terms specified in the CVR Agreement;

the value of the merger consideration that BioMimetic stockholders will be entitled to receive in the merger;

risks that the price of Wright common stock could decline in connection with the merger;

the possibility that regulatory approvals to complete the merger may not be received, may take longer than expected or may impose unanticipated conditions;

the impact of the merger on BioMimetic's and Wright's business relationships;

the ability to successfully complete the merger;

the ability of BioMimetic stockholders to sell Wright common stock or CVRs received in the merger when desired or at a desirable price;

challenges of integration and restructuring associated with the merger or other planned acquisitions and the challenges of achieving anticipated synergies; and

other matters that are not historical facts and other risks that are described in the section titled "Risk Factors" and in the documents that are incorporated by reference into this proxy statement/prospectus.

If any of these risks or uncertainties materialize or any of these assumptions prove incorrect, results of BioMimetic and Wright could differ materially from the expectations in these statements. BioMimetic and Wright do not undertake any obligation to update these forward-looking statements, except as required by law.

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### **INFORMATION ABOUT THE SPECIAL MEETING**

This section contains information about the special meeting that has been called to consider and act on the proposals to adopt the Merger Agreement, to approve the golden parachute compensation and to adjourn the special meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of the adoption of the Merger Agreement.

#### **Date, Time and Place of the Special Meeting**

BioMimetic stockholders will hold the special meeting at 389 Nichol Mill Lane, Franklin, Tennessee 37067, on [ ], 2013, at [ ] a.m. local time, unless the special meeting is adjourned or postponed.

#### **Purpose of the Special Meeting**

At the special meeting, BioMimetic stockholders will be asked to consider and act on proposals to adopt the Merger Agreement, to approve the golden parachute compensation that will or may be paid by BioMimetic to its named executive officers in connection with the merger and to adjourn the special meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of the adoption of the Merger Agreement.

#### **Record Date; Shares Entitled to Vote; Outstanding Shares**

Only stockholders listed on BioMimetic's records at the close of business on January 2, 2013, the record date for the special meeting, are entitled to receive notice of and to vote at the special meeting, or any adjournments or postponements of the special meeting. As of the close of business on the record date, there were [ ] shares of BioMimetic common stock outstanding and entitled to vote at the special meeting. Each holder of BioMimetic common stock is entitled to one vote for each share of BioMimetic common stock held as of the record date.

A complete list of BioMimetic stockholders entitled to vote at the special meeting will be available for inspection at the principal place of business of BioMimetic during regular business hours for a period of no less than 10 days before the special meeting, as well as at the place of the special meeting.

#### **Ownership of Shares**

If your shares are registered directly in your name with BioMimetic's transfer agent, American Stock Transfer & Trust Company, you are considered, with respect to those shares, the stockholder of record. If you are a stockholder of record, this proxy statement/prospectus and the enclosed proxy card have been sent directly to you by BioMimetic.

If your shares are held in a stock brokerage account or by a bank or other nominee, you are considered the beneficial owner of shares held in street name. This proxy statement/prospectus has been forwarded to you by your broker, bank or other nominee who is considered, with respect to those shares, the stockholder of record. As the beneficial owner of shares held in street name, you have the right to direct your broker, bank or other nominee how to vote your shares by using the voting instruction card included in the mailing.

#### **Quorum**

In order to transact business at the special meeting, a quorum of BioMimetic stockholders must be present. A quorum will exist if holders of a majority of the outstanding shares of BioMimetic stock entitled to vote as of the close of business on the record date are present in person, or represented by proxy, at the special meeting. The presence at the special meeting, either in person or by proxy, of the committed stockholders will establish a quorum. If a quorum is not present, the special meeting may be adjourned to a later date.

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Holders of shares of BioMimetic common stock present in person at the special meeting but not voting, and shares of BioMimetic common stock for which BioMimetic has received proxies indicating that their holders have abstained, will be counted as present at the special meeting for purposes of determining whether a quorum is established.

### **Vote Required**

Provided a quorum of stockholders is present in person or by proxy at the special meeting, in order to adopt the Merger Agreement, holders of a majority of the outstanding shares of BioMimetic common stock must cast a vote in favor of the proposal. Because approval is based on the affirmative vote of a majority of the outstanding shares of BioMimetic common stock, a BioMimetic stockholder's failure to submit a proxy card or to vote in person at the special meeting or an abstention from voting, or the failure of a BioMimetic stockholder who holds his or her shares in street name through a broker, bank or other nominee to give voting instructions to such broker, bank or other nominee, will have the same effect as a vote **AGAINST** the proposal to adopt the Merger Agreement.

Provided a quorum of stockholders is present in person or by proxy at the special meeting, in order to approve the golden parachute compensation proposal, holders of a majority of the shares of BioMimetic common stock present in person or represented by proxy at the special meeting and entitled to vote must cast a vote in favor of the proposal. Abstentions will have the effect of a vote **AGAINST** the proposal, while broker non-votes will have no effect on the proposal.

If there are not sufficient votes to adopt the Merger Agreement at the time of the special meeting, a majority of the votes present in person or by proxy (whether or not a quorum is present) may adjourn the special meeting to another time and place in order to solicit additional proxies. Abstentions will have the same effect as a vote **AGAINST** the proposal to adjourn the special meeting. Shares not in attendance at the special meeting and broker non-votes will have no effect on the outcome of any vote to adjourn the special meeting.

### **Recommendation of the BioMimetic Board of Directors**

The BioMimetic Board unanimously determined that the transactions contemplated by the Merger Agreement, including the merger, are advisable and fair to, and in the best interest of, BioMimetic and its stockholders, adopted the Merger Agreement and declared advisable the merger. The BioMimetic Board unanimously recommends that BioMimetic stockholders vote **FOR** the proposals to adopt the Merger Agreement, to approve the golden parachute compensation and to adjourn the special meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of the first proposal. See *The Merger Reasons for the Merger*.

BioMimetic stockholders should carefully read this proxy statement/prospectus in its entirety for more detailed information concerning the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger. In addition, BioMimetic stockholders are directed to the Merger Agreement, which is attached as Annex A to this proxy statement/prospectus.

### **Stock Ownership of, and Voting by, Committed Stockholders**

On November 19, 2012, the committed stockholders entered into voting agreements with Wright, under which they agreed to vote all of their shares of BioMimetic common stock in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated by the Merger Agreement and against, among other things, any business combination or extraordinary corporate transaction involving BioMimetic or any or its subsidiaries, other than the merger or any business combination or transaction with BioMimetic or any of its affiliates. Each of the committed stockholders also granted an irrevocable proxy to Wright to vote or execute consents with respect to such committed stockholder's shares of BioMimetic common stock in accordance with

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the preceding sentence. Additionally, the committed stockholders agreed, among other things, not to transfer their shares of BioMimetic common stock, subject to certain exceptions. The voting agreements will terminate upon the earliest to occur of: (1) the valid termination of the Merger Agreement in accordance with its terms; (2) the completion of the merger; (3) any amendment to the Merger Agreement that has not been approved by the committed stockholders reduces the merger consideration payable to the committed stockholders; or (4) September 30, 2013.

### **Stock Ownership of, and Voting by, BioMimetic's Directors and Executive Officers**

As of the record date, directors and executive officers of BioMimetic, as well as their stockholder affiliates, beneficially owned [ ] shares of BioMimetic common stock, entitling them to collectively cast up to approximately [ ]% of the votes entitled to be cast at the special meeting. As noted above, the committed stockholders have agreed collectively to vote their shares of BioMimetic common stock in favor of the adoption of the Merger Agreement.

Except as described above as to shares held by the committed stockholders, none of BioMimetic's directors or officers has entered into any agreement requiring them to vote for or against the proposal to adopt the Merger Agreement.

### **How to Vote**

Whether you plan to attend the special meeting or not, you are urged to vote by proxy. Voting by proxy will not affect your right to attend the special meeting.

If your shares are registered directly in your name through BioMimetic's stock transfer agent, American Stock Transfer & Trust Company, or you have physical stock certificates, you may vote:

**By Mail.** You can vote by mail by completing, signing, dating and mailing your proxy card or voting instruction card in the postage-paid envelope included with this proxy statement/prospectus. BioMimetic must receive your proxy card no later than the close of business on [ ], 2013.

**By Internet or By Telephone.** Follow the instructions attached to the proxy card to vote by Internet or telephone.

**In Person at the Special Meeting.** If you attend the special meeting, you may deliver your completed proxy card in person or you may vote by completing a ballot, which will be available at the special meeting.

If your shares are held in street name (held in the name of a bank, broker or other nominee), you must provide the bank, broker or other nominee with instructions on how to vote your shares and can generally do so as follows:

**By Mail.** You will receive instructions from your broker or other nominee explaining how to vote your shares.

**By Internet or By Telephone.** Follow the instructions attached to the proxy card to vote by Internet or telephone.

**In Person at the Special Meeting.** Contact the bank, broker or other nominee who holds your shares to obtain a broker's proxy card and a Legal Proxy letter indicating that you have not already voted by mail, Internet or telephone and therefore are eligible for vote in person at the special meeting. Bring these materials with you to the special meeting. You will not be able to vote at the special meeting unless you have a proxy card and a Legal Proxy letter from your broker.

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### **Attending the Special Meeting**

All BioMimetic stockholders as of the close of business on the record date may attend the special meeting by showing photo identification and signing in at the special meeting. If you are a stockholder of record (i.e., your shares are held in your name), you must list your name exactly as it appears on your stock ownership records from American Stock Transfer & Trust Company. If you hold shares through a broker, bank or other nominee, you must also provide a copy of your latest bank or broker statement showing your ownership as of the close of business on the record date.

### **Voting of Proxies**

If you vote by completing, signing, dating and mailing your proxy card or voting instruction card, your shares will be voted in accordance with your instructions. If you are a stockholder of record and you sign, date and return your proxy card but do not indicate how you want to vote or do not indicate that you wish to abstain, your shares will be voted **FOR** the adoption of the Merger Agreement, to approve, the golden parachute compensation proposal and to adjourn the special meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of the adoption of the Merger Agreement.

### **Revoking Your Proxy**

If you give BioMimetic your proxy, you may revoke it at any time before it is voted at the special meeting. There will be no double counting of votes. You may revoke your proxy in any one of the following ways:

entering a new vote or by granting a new proxy card or new voting instruction bearing a later date (which automatically revokes the earlier instructions);

if your shares are held in street name, re-voting by Internet or by telephone as instructed above. Only your latest Internet or telephone vote will be counted;

notifying the Company's corporate secretary in writing before the special meeting that you have revoked your proxy; or

attending the special meeting and voting in person, which will automatically cancel any proxy previously given, or revoking your proxy in person, but your attendance alone will not revoke any proxy that you have previously given.

### **Solicitation of Proxies**

BioMimetic will pay all of the costs of solicitation of proxies. BioMimetic's directors and employees may solicit proxies in person or by telephone, fax or email. No additional compensation will be paid to such directors and employees for those services. BioMimetic will ask banks, brokers and other institutions, nominees and fiduciaries to forward these proxy materials to their principals and to obtain authority to execute proxies. BioMimetic will then reimburse the banks, brokers and other institutions, nominees and fiduciaries for the reasonable out-of-pocket expenses they incur in connection with this process.

BioMimetic has retained Alliance Advisors, LLC to solicit proxies of BioMimetic stockholders to be voted at the special meeting with respect to the proposals contained within this proxy statement. BioMimetic expects to pay the proxy solicitation firm approximately \$10,000 to \$15,000, including out-of-pocket expenses, if applicable, for its services.

*Stockholders should not send stock certificates with their proxies.* A letter of transmittal and instructions for the surrender of BioMimetic common stock certificates will be mailed to BioMimetic stockholders shortly after the completion of the merger.

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### **Stockholders Sharing an Address**

Consistent with SEC rules regarding notices sent to record stockholders sharing a single address, BioMimetic is sending only one copy of this proxy statement/prospectus to an address unless BioMimetic received contrary instructions from any stockholder at that address. This householding practice reduces BioMimetic's printing and postage costs. Stockholders may request to discontinue householding, or may request a separate copy of this proxy statement/prospectus by one of the following methods:

record stockholders wishing to discontinue or begin householding, or any record stockholder residing at a household address wanting to request delivery of a copy of this proxy statement/prospectus should (a) direct a written request to: Investor Relations, BioMimetic Therapeutics, Inc., 389 Nichol Mill Lane, Franklin, Tennessee 37067 or (b) call Investor Relations at (615) 844-1280; and

stockholders owning their shares through a bank, broker or other holder of record who wish to either discontinue or begin householding should contact their record holder.

### **Other Business**

The BioMimetic Board is not aware of any other business to be acted upon at the special meeting.

### **Assistance**

If you need assistance in completing your proxy card or have questions regarding the special meeting, please contact:

BioMimetic Therapeutics, Inc.  
Attention: Investor Relations  
389 Nichol Mill Lane  
Franklin, TN 37067  
Telephone Number: (615) 844-1280  
Email: [ir@biomimetics.com](mailto:ir@biomimetics.com)

Alliance Advisors, LLC  
200 Broadacres Drive, 3rd Floor  
Bloomfield, NJ 07003  
Tel: (877) 777-4270 (toll free for investors)  
(973) 873-7721 (for banks and brokers)

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**THE PARTIES TO THE MERGER**

**Wright Medical Group, Inc.**

*5677 Airline Road*

*Arlington, TN 38002*

*Telephone Number: (901) 867-4680*

Wright Medical Group, Inc., a corporation organized under the laws of Delaware, is a global orthopedic medical device company and a leading provider of surgical solutions for the foot and ankle market. Wright specializes in the design, manufacture and marketing of devices and biologic products for extremity, hip and knee repair and reconstruction.

Wright common stock is listed on The NASDAQ Global Select Market under the symbol WMGI.

Wright owns 1,125,000 shares of BioMimetic common stock, which represents approximately 4.0% of BioMimetic's outstanding common stock. The calculation of this percentage is based on 28,225,241 shares of BioMimetic common stock issued and outstanding as of November 14, 2012, as represented by BioMimetic in the Merger Agreement.

Additional information about Wright is included in the documents incorporated by reference into this proxy statement/prospectus. See [Where You Can Find More Information](#).

**BioMimetic Therapeutics, Inc.**

*389 Nichol Mill Lane*

*Franklin, TN 37067*

*Telephone Number: (615) 844-1280*

BioMimetic Therapeutics, Inc., a corporation organized under the laws of Delaware, is a biotechnology company specializing in the development and commercialization of clinically proven products to promote the healing of musculoskeletal injuries and diseases, including therapies for orthopedics, sports medicine and spine applications. All Augment® branded products are based upon recombinant human platelet-derived growth factor (rhPDGF-BB), which is an engineered form of PDGF, one of the body's principal agents to stimulate and direct healing and regeneration.

BioMimetic has received regulatory approvals to market Augment® Bone Graft in Canada, Australia and New Zealand for use in hindfoot and ankle fusion indications. Augment® is pending regulatory decisions in the U.S. and European Union for similar indications. BioMimetic also markets a bone graft substitute line of products for orthopedic indications called Augmatrix® Biocomposite Bone Graft.

BioMimetic common stock is listed on The NASDAQ Global Select Market under the symbol BMTI.

Additional information about BioMimetic is included in the documents incorporated by reference into this proxy statement/prospectus. See [Where You Can Find More Information](#).

**Achilles Merger Subsidiary, Inc.**

*5677 Airline Road*

*Arlington, TN 38002*

*Telephone: (901) 867-4680*

## Edgar Filing: WRIGHT MEDICAL GROUP INC - Form S-4

Achilles Merger Subsidiary, Inc., a corporation organized under the laws of Delaware, was formed solely for the purpose of facilitating the merger. Merger sub has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions

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contemplated by the Merger Agreement. By operation of the merger, merger sub will be merged with and into BioMimetic, merger sub's separate existence will cease and BioMimetic will become an interim direct or indirect wholly owned subsidiary of Wright.

**Achilles Acquisition Subsidiary, LLC**

*5677 Airline Road*

*Arlington, TN 38002*

*Telephone: (901) 867-4680*

Achilles Acquisition Subsidiary, LLC, a limited liability company organized under the laws of Delaware, was formed solely for the purpose of facilitating the subsequent merger. Sister subsidiary has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. Immediately following the merger of merger sub with and into BioMimetic, BioMimetic will be merged with and into sister subsidiary, and by operation of this merger, BioMimetic's separate existence will cease and sister subsidiary will become the final surviving entity and a direct or indirect wholly owned subsidiary of Wright.

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### **THE MERGER**

The following is a description of the material aspects of the merger. While the following description is intended to cover the material terms of the merger, the description may not contain all of the information that may be important to you. The discussion of the merger in this proxy statement/prospectus is qualified in its entirety by reference to the Merger Agreement, which is attached to this proxy statement/prospectus as Annex A and incorporated by reference into this proxy statement/prospectus. You are encouraged to read carefully this entire proxy statement/prospectus, including the Merger Agreement, for a more complete understanding of the merger.

#### **Background of the Merger**

As part of its normal strategic review process, BioMimetic's management has periodically considered, and discussed with the BioMimetic Board, strategic alternatives for BioMimetic. BioMimetic has from time to time in the past engaged in discussions with various parties regarding potential business combinations.

In early February 2012, during the annual meeting of the American Academy of Orthopedic Surgeons, Timothy E. Davis, Jr., Senior Vice President, Corporate Development of Wright, approached Samuel E. Lynch, D.M.D., D.M.Sc., President and Chief Executive Officer of BioMimetic, to discuss Wright's interest in a potential business combination with BioMimetic and to suggest that the parties engage in discussions concerning a potential transaction. Dr. Lynch and Mr. Davis did not discuss the terms or conditions of a potential transaction and agreed to speak again in the future. Later the same day, Dr. Lynch discussed the conversation with Chris Ehrlich, a member of the BioMimetic Board who is affiliated with a significant BioMimetic stockholder, who was also attending the conference. Subsequently, Dr. Lynch described his conversation with Mr. Davis to the BioMimetic Board at its next regularly scheduled meeting.

Several months later, on July 10, 2012, Mr. Davis sent a note to Dr. Lynch in regards to BioMimetic's amendment to its pre-market approval application with respect to Augment® Bone Graft submitted to the FDA on June 28, 2012. Mr. Davis suggested that he and Dr. Lynch should speak soon about Augment® Bone Graft's prospects and Wright's continued interest in BioMimetic. Dr. Lynch thanked Mr. Davis and agreed that they should speak later.

Between July 10 and August 23, 2012, Mr. Davis and Dr. Lynch held multiple telephone calls and meetings during which they discussed BioMimetic's responses to the FDA's questions regarding Augment® Bone Graft, their respective businesses and a potential business combination of the companies without setting forth specific terms and conditions. As a result of these conversations, Dr. Lynch requested that Goldman Sachs, which had acted as a financial advisor to BioMimetic since 2009, prepare a presentation for the BioMimetic Board's next meeting that would include a financial analysis of BioMimetic and an overview of Wright's business.

On August 17, 2012, Mr. Davis notified Dr. Lynch that Wright would submit a formal proposal for a business combination between BioMimetic and Wright the following week.

On August 23, 2012, Wright delivered to BioMimetic a non-binding proposal for a transaction with BioMimetic at an upfront price per share of \$4.50 in Wright stock, based on a fixed exchange ratio to be determined prior to signing, and a contingent value right worth up to \$1.50 cash per share upon FDA approval and commercialization of Augment® Bone Graft. Wright stated that it believed the proposal would be attractive to BioMimetic stockholders because, among other things, the proposed transaction would (1) reduce BioMimetic's downside risk in the event the FDA did not approve Augment® Bone Graft, while enabling BioMimetic to maintain upside potential through ownership in the combined company if the FDA approved Augment® Bone Graft; (2) eliminate the need for dilutive equity or significant debt financings if BioMimetic remained a standalone company; (3) reduce the risk associated with the potential commercialization roll-out of Augment® Bone Graft and leverage Wright's existing distribution network and sales force; and (4) potentially

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result in a tax-free reorganization that would allow BioMimetic stockholders to defer taxes on the Wright stock portion of the merger consideration. Wright's proposal was subject to certain conditions, including completion of financial and legal due diligence and negotiation of acceptable transaction documentation, and requested a 45-day exclusivity period. Subsequent to receiving the proposal, Dr. Lynch forwarded it to the BioMimetic Board and scheduled a meeting to discuss its terms.

On August 28, 2012, the BioMimetic Board convened a telephonic meeting attended by all of the members of the BioMimetic Board to discuss Wright's proposal and to formulate a preliminary response. Representatives from Ropes & Gray LLP, referred to as Ropes & Gray, BioMimetic's legal advisors, and Goldman Sachs attended this meeting. Dr. Lynch described Wright's proposal and summarized his discussions with Wright to date. Representatives of Goldman Sachs then presented a financial analysis of BioMimetic that had been circulated to the BioMimetic Board prior to the meeting. Members of the BioMimetic Board asked the representatives of Goldman Sachs questions about the presentation and various assumptions underlying the financial analysis. The BioMimetic Board and representatives of Goldman Sachs and Ropes & Gray then discussed potential timelines for the proposed transaction with Wright. The BioMimetic Board next examined potential benefits to BioMimetic stockholders of a business combination, such as minimizing their FDA and commercialization risk and avoiding dilution as a result of equity financings that would likely be necessary to fund commercialization of Augment® Bone Graft, and potential risks, including whether Wright would be able to commercialize Augment® Bone Graft as successfully as BioMimetic. A representative from Ropes & Gray then described to the BioMimetic Board its fiduciary duties and responsibilities in connection with Wright's proposal. After extensive discussion, the BioMimetic Board unanimously determined that Wright's current proposal was inadequate and directed Dr. Lynch to deliver that message to Wright.

On August 29, 2012, Dr. Lynch called Robert J. Palmisano, President and Chief Executive Officer of Wright, and Mr. Davis to discuss Wright's proposal and explain the BioMimetic Board's position. Dr. Lynch stated that the financial terms of Wright's offer were inadequate, but suggested that BioMimetic's Board would consider an offer that more fairly reflected BioMimetic's intrinsic value.

On September 5, 2012, Wright delivered a revised non-binding proposal to BioMimetic. In its proposal, Wright offered to pay holders of BioMimetic's outstanding shares consideration comprised of \$5.50 in Wright stock, based on a fixed exchange ratio to be determined prior to signing, and a contingent value right worth up to \$2.50 cash per share upon FDA approval and commercialization of Augment® Bone Graft. Wright's proposal continued to be subject to certain conditions and Wright stated that it was unwilling to proceed with transaction discussions unless they were conducted on an exclusive basis.

On September 6, 2012, the BioMimetic Board held a meeting attended by each member of the BioMimetic Board, which included representatives of Ropes & Gray and Goldman Sachs. A representative of Goldman Sachs presented to the BioMimetic Board both an updated financial analysis of BioMimetic, which incorporated feedback about certain assumptions for approval and future sales of Augment® Bone Graft, among other things, from the BioMimetic Board and BioMimetic's management, and its financial analysis of Wright's proposal. Extensive discussion ensued regarding the analyses and the various assumptions built into the financial model prepared by BioMimetic's management and used by Goldman Sachs for purposes of its analyses. A representative of Ropes & Gray then reviewed again for the BioMimetic Board its fiduciary duties. The BioMimetic Board discussed other strategic options potentially available to BioMimetic, including remaining a standalone company or pursuing alternative transactions with other parties, and the nature of BioMimetic's response to Wright. The BioMimetic Board agreed that it would continue discussions with Wright to enter into a possible business combination transaction, but clearly communicated that Wright would need to increase the financial terms of its proposal in order to complete a transaction. The BioMimetic Board directed Dr. Lynch to continue negotiating with Wright on those terms.

On September 7, 2012, Dr. Lynch called Messrs. Palmisano and Davis to discuss Wright's proposal. Dr. Lynch explained that the BioMimetic Board continued to believe that the financial terms of Wright's

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proposal were insufficient to justify initiating an exchange of non-public information or negotiating transaction documentation, but that the BioMimetic Board would consider a proposal with higher consideration.

On September 12, 2012, Dr. Lynch met with Mr. Palmisano and Mr. Davis in New York to discuss BioMimetic's response to Wright's current proposal and Wright's expectations for the commercialization and sales of Augment<sup>®</sup> Bone Graft. During the course of the discussion, Mr. Palmisano indicated that Wright might be willing to increase its offer to \$6.00 per share of upfront consideration, consisting of Wright stock valued at \$5.50, based on a fixed exchange ratio to be determined prior to signing, and \$0.50 of cash, plus a contingent value right worth up to an aggregate of \$5.00 upon FDA approval of Augment<sup>®</sup> Bone Graft and achievement of certain sales milestones. Dr. Lynch responded that the mix of consideration being proposed was potentially acceptable, but that he believed the amount of the aggregate proposed consideration continued to undervalue BioMimetic and that Wright should consider increasing the upfront cash payment and the potential value of the contingent value right. Dr. Lynch also stated that if a portion of the contingent payments were based on achieving product sales milestones, Wright should add a member of the BioMimetic Board to Wright's Board after closing.

On September 14, 2012, representatives of Goldman Sachs and J.P. Morgan Securities, LLC, referred to as J.P. Morgan, Wright's financial advisor, had a telephone conversation to discuss Wright's most recent offer.

On September 16, 2012, Mr. Davis called Dr. Lynch to discuss the proposed transaction. Mr. Davis indicated that Wright would modify the terms of its proposed contingent value right such that \$3.00 in cash would be payable to former BioMimetic stockholders upon FDA approval of Augment<sup>®</sup> Bone Graft and Wright would pay either (a) \$2.00 upon FDA approval of Augment Injectable or (b) \$1.00 upon achieving each of \$60 million, \$70 million and \$80 million of sales of Augment<sup>®</sup> Bone Graft. He also stated that Wright would consider nominating a member of the BioMimetic Board for election to the Wright Board after the closing of the proposed transaction.

On September 17, 2012, Dr. Lynch called Mr. Palmisano to discuss Wright's proposal. In particular, Dr. Lynch reviewed their prior discussion in New York and emphasized the importance of increasing both the upfront and contingent value rights payments. Mr. Palmisano responded that Wright might be willing to offer up to an aggregate of \$10.00 for upfront payment and contingent payment upon FDA approval of Augment<sup>®</sup> Bone Graft plus additional consideration upon achievement of certain sales milestones, but that Wright would need to adjust the timing and threshold amounts for the contingent sales milestone payments discussed on September 16, 2012.

On September 18, 2012, the BioMimetic Board held a telephonic meeting attended by each member of the BioMimetic Board and representatives of Ropes & Gray and Goldman Sachs. Dr. Lynch provided a summary of his recent discussions with Wright and responded to questions from the BioMimetic Board. A representative of Goldman Sachs then described Wright's current proposal and presented updated financial analyses of BioMimetic and the proposed transaction. The BioMimetic Board asked questions and received answers about the presentation and about the projections underlying Goldman Sachs' financial analysis. The BioMimetic Board then requested that BioMimetic's management further refine its projections and Goldman Sachs update its presentation accordingly. The BioMimetic Board next discussed the proposed terms of the transaction, including the structure of the proposed contingent value right and asked the representatives of Ropes & Gray and Goldman Sachs to describe various forms of market checks, either prior to or after executing a definitive agreement with Wright, and the potential timeline for a transaction with Wright. After further discussion, the BioMimetic Board determined that Wright's current offer remained inadequate to justify the exchange of diligence materials and negotiation of definitive documents, but authorized Dr. Lynch to continue urging Wright to increase both the proposed upfront and contingent consideration. The BioMimetic Board agreed that aggregate consideration of \$10.00 through FDA approval of Augment<sup>®</sup> Bone Graft, with \$6.50 being upfront in a mix of cash and Wright common stock and a cash payment of \$3.50 upon approval of Augment<sup>®</sup> Bone Graft, plus additional cash payments equal to \$3.00 upon achievement of certain sales milestones would be likely acceptable and if Wright and BioMimetic's negotiations continued, the BioMimetic Board would consider a pre-signing market check.

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On September 19, 2012, Dr. Lynch had multiple telephone conversations with Messrs. Palmisano and Davis. During the course of such conversations, Dr. Lynch stated that Wright would need to raise its offer price in order for the BioMimetic Board to support a potential transaction. In particular, Wright would need to pay BioMimetic stockholders at least \$6.50 of upfront consideration and \$3.50 upon receipt of FDA approval of Augment® Bone Graft and Wright would need to decrease the product sales milestones thresholds for the contingent value right. Mr. Palmisano stated that he believed the Wright Board would agree to increase the value of the upfront payment to \$6.50, to consist of \$5.50 worth of Wright common stock, based on a fixed exchange ratio set at signing, plus \$1.00 of cash, and contingent payments based on receipt of FDA approval for Augment® Bone Graft to \$3.50, but that there was little flexibility on the sales milestones. After further discussion, Mr. Palmisano suggested that, pending approval of the Wright Board, Wright would agree to pay \$1.50 upon achieving each of \$40 million and \$70 million of certain product sales, but, even if achieved sooner, such payment would be made no sooner than 24 months and 36 months after the closing of the transaction, respectively. He also indicated that the contingent value rights would expire six years following the closing. Dr. Lynch and Mr. Palmisano agreed to take these terms to their respective boards.

On September 20, 2012, the BioMimetic Board held a telephonic meeting attended by each member of the BioMimetic Board and representatives of Ropes & Gray and Goldman Sachs. Dr. Lynch described his most recent interactions with Wright and summarized the terms proposed by Wright. A representative from Goldman Sachs followed with a presentation of its financial analysis of those terms. The BioMimetic Board discussed the financial analysis and determined it was satisfied with the consideration proposed by Wright and did not believe Wright would be willing to pay more. The BioMimetic Board then discussed whether to conduct a pre-signing market check and concluded that Goldman Sachs should contact third parties on behalf of BioMimetic. With input from BioMimetic's management and Goldman Sachs, the BioMimetic Board assessed which companies would be most likely have an interest in acquiring BioMimetic based on their financial capacity and strategic focus on BioMimetic's business area. The BioMimetic Board's views were further informed by past discussions with various parties regarding potential business combinations, including with Wright, as well as directors' knowledge of the industry and particular companies. The BioMimetic Board determined to focus the pre-market check on a select group of 15 strategic counter-parties in order to concentrate resources on the most likely acquirors. The BioMimetic Board, in consultation with Goldman Sachs, determined not to contact private equity firms because they were not likely to be interested in acquiring BioMimetic. After considerable discussion, it was the unanimous view of the BioMimetic Board that, while BioMimetic was not currently for sale, management and BioMimetic's advisors should simultaneously (1) engage with Wright, by providing diligence materials, conducting reverse due diligence, and discussing possible non-price terms for a potential business combination; and (2) contact potential other counter-parties to explore their interest in a possible business combination transaction.

On September 20, 2012, Dr. Lynch called Mr. Davis to discuss the outcome of the meeting of the BioMimetic Board. Dr. Lynch explained that the BioMimetic Board had authorized BioMimetic's management and advisors to engage in diligence and to discuss possible non-price terms for a potential business combination, although BioMimetic would not agree to negotiate with Wright exclusively. The parties discussed potential timelines and agreed to schedule diligence meetings and to direct their respective advisors to begin drafting documents. At the request of the BioMimetic Board, representatives of Goldman Sachs also communicated to J.P. Morgan on September 20 that BioMimetic was unwilling to accept an exclusivity period with Wright.

Between September 20 and October 1, 2012, representatives of Goldman Sachs contacted 15 parties that the BioMimetic Board, with input from BioMimetic's management and in consultation with Goldman Sachs, had identified as potentially being interested in a transaction with BioMimetic.

On September 24, 2012, Wright delivered to BioMimetic a further revised non-binding proposal that reflected the economic terms discussed by the parties on September 19, 2012, including upfront consideration of \$6.50, comprised of \$5.50 worth of Wright stock, based on a fixed exchange ratio to be determined prior to signing, and \$1.00 in cash, and a contingent value right worth up to \$6.50 based upon achievement of FDA

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approval of Augment® Bone Graft and certain product sales milestones. Wright's proposal also provided that the Wright Board was open to the possibility of nominating an independent member of the BioMimetic Board for election to the Wright Board at Wright's next annual meeting of stockholders. Wright's proposal did not insist on exclusivity, but other non-economic terms remained substantially similar to those included in Wright's proposal of September 5, 2012. After receiving the proposal, BioMimetic's management discussed certain terms with certain members of the BioMimetic Board and its advisors, including the timing of potential contingent payments and the addition of a BioMimetic representative on the Wright Board, and subsequently Dr. Lynch called Mr. Davis to convey BioMimetic's counter-proposal.

On September 26, 2012, in response to conversations with BioMimetic's management, Wright delivered to BioMimetic a final non-binding letter of intent. This final non-binding letter of intent remained substantially similar to the non-binding letter of intent delivered by Wright on September 24, 2012, other than changes to the timing of potential contingent payments based on the achievement of the \$40 million and \$70 million product sales milestones, which the new proposal stated could be made as early as 24 months and 36 months following closing of the proposed transaction, respectively, rather than 24 months and 36 months following commercialization of Augment® Bone Graft as provided in Wright's prior offer. The proposal also stated that, subject to certain conditions included in the proposal, the Wright Board would nominate an independent member of the BioMimetic Board for election to the Wright Board at Wright's next annual meeting of stockholders. After discussing the terms of the letter with BioMimetic's financial and legal advisors and determining that it satisfied the terms and conditions required by the BioMimetic Board, Dr. Lynch responded to Wright with an e-mail acknowledging that the terms outlined in Wright's letter reflected the parties' discussions and formed the basis for exploring a potential transaction.

Also on September 26, 2012, a representative of Wilson Sonsini Goodrich & Rosati, P.C., referred to as WSGR, Wright's legal advisors, contacted a representative of Ropes & Gray to discuss adding a mutual standstill provision to an existing non-disclosure agreement between Wright Medical Technology, Inc., a subsidiary of Wright, and BioMimetic executed in October 2010. The representative of Ropes & Gray then discussed the proposed terms with BioMimetic's management and after further conversations between the parties and their representatives about the terms of the non-disclosure agreement, diligence process and high-priority diligence requests, the parties to the original non-disclosure agreement entered into an amendment to that agreement to include a mutual standstill provision.

On September 27, 2012, Bidder A contacted Goldman Sachs to express its interest in a potential transaction with BioMimetic. Prior to providing Bidder A with non-public information about BioMimetic, Goldman Sachs provided Bidder A with a draft non-disclosure agreement, with substantially similar terms to those included in the amended non-disclosure agreement between BioMimetic and Wright.

On September 28, 2012, Bidder B contacted Goldman Sachs to engage in discussions about BioMimetic. Goldman Sachs provided Bidder B with a draft non-disclosure agreement, with substantially similar terms to those included in the amended non-disclosure agreement between BioMimetic and Wright, which Bidder B signed on October 1, 2012, after negotiations with BioMimetic's advisors. Over the course of the following week, representatives of Goldman Sachs attempted to schedule a management presentation and coordinate diligence with Bidder B. Bidder B subsequently notified Goldman Sachs that it determined not to pursue the opportunity given the stage of BioMimetic's development.

Between September 30, 2012 and October 30, 2012, at the direction of the BioMimetic and Wright Boards, management of both parties, together with the assistance of their respective legal and financial advisors, exchanged financial, operational and legal due diligence materials and held several telephonic and in person diligence sessions regarding, among other things, the parties' respective operations, finances, regulatory affairs, compliance and commercial strategies, and the status of the FDA approval process for Augment® Bone Graft.

On October 5, 2012, the BioMimetic Board held a telephonic meeting attended by each member of the BioMimetic Board and representatives of Ropes & Gray and Goldman Sachs. Dr. Lynch began with a summary of recent diligence activities between BioMimetic and Wright. A representative of Goldman Sachs then reported on the pre-signing market check activities, noting that 14 of the 15 parties Goldman Sachs had contacted chose not to pursue a

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transaction, including Bidder A, who did not sign the draft non-disclosure agreement provided by Goldman Sachs. Certain of the parties who had been contacted by Goldman Sachs had responded that they were not interested in acquiring companies without a product approved by the FDA and other parties' business development strategies did not include orthopedics or biologic products. The representative of Goldman Sachs noted, however, that Bidder B had signed a non-disclosure agreement. A representative of Ropes & Gray then updated the BioMimetic Board regarding the status of the transaction documentation. Thorkil Christensen, a member of the BioMimetic Board who is affiliated with Novo A/S, a significant stockholder of BioMimetic, referred to as Novo, left the meeting. Then Larry Bullock, Chief Financial Officer of BioMimetic, described for the BioMimetic Board a potential debt facility offered to BioMimetic by Novo as a financing option in the event that a business combination transaction did not occur with Wright or another third party. The BioMimetic Board discussed the terms and conditions and directed Mr. Bullock to continue negotiating certain terms with Novo and to seek competitive proposals from other institutions, so that BioMimetic would be able to raise money quickly if it did not sign a definitive business combination agreement.

On October 8, 2012, WSGR delivered a draft merger agreement to Ropes & Gray. The draft provided that upon closing the proposed transaction BioMimetic stockholders would receive the consideration set forth in Wright's September 26, 2012 non-binding letter of intent, but that Wright could terminate the merger agreement as the result of adverse feedback from the FDA regarding Augment® Bone Graft. The draft agreement did not require Wright to pay a termination fee in the event it terminated the merger agreement upon such adverse FDA feedback, but noted that Wright may be willing to extend a loan to BioMimetic in such circumstance. The draft required BioMimetic to pay a termination fee, even in the absence of an alternative acquisition proposal, if BioMimetic stockholders did not vote in favor of the transaction. As initially proposed, BioMimetic would pay a break up fee equal to an unidentified percentage of BioMimetic's equity value. During the period between October 8, 2012, and the execution of the Merger Agreement on November 19, 2012, BioMimetic and Wright management and their respective financial advisors and outside counsel spent considerable time negotiating terms of the transaction and exchanged multiple drafts of the merger agreement, contingent value rights agreement and voting agreement.

On October 10, 2012, Dr. Lynch and Mr. Palmisano spoke by telephone to discuss certain provisions in Wright's draft merger agreement, including whether Wright could terminate the merger agreement as the result of adverse feedback from the FDA regarding Augment® Bone Graft and whether BioMimetic must pay a termination fee in the event BioMimetic stockholders did not vote in favor of the transaction even in the absence of an alternative acquisition proposal. Dr. Lynch subsequently contacted Mr. Ehrlich; Larry Papasan, Chairman of the BioMimetic Board; and Mr. Christensen to discuss their positions on certain issues raised by the merger agreement. After such conversations, with the support of Messrs. Papasan, Christensen and Ehrlich, BioMimetic's management suspended diligence activities pending further feedback from Wright.

On October 12, 2012, BioMimetic's management, along with representatives of Ropes & Gray and Goldman Sachs, held a call to update the BioMimetic Board about the negotiations with Wright. Dr. Lynch described his recent conversations with Wright and a representative of Goldman Sachs provided its analysis of alternatives if Wright continued to insist on a termination right based on adverse FDA feedback with respect to Augment® Bone Graft. After asking questions of BioMimetic's management and advisors and engaging in extensive discussions, the BioMimetic Board determined that it would agree to such a provision only if Wright agreed to a narrow definition of an adverse FDA event and to pay a reverse termination fee of \$30 million upon termination of the merger agreement as a result of such an adverse FDA event.

Later in the day on October 12, 2012, Dr. Lynch called Mr. Davis to explain the BioMimetic Board's position, and Mr. Davis agreed to discuss the proposal with Wright's management.

On October 15, 2012, representatives of Goldman Sachs and J.P. Morgan discussed the terms of the current merger agreement draft and representatives of J.P. Morgan indicated that Wright was unwilling to pay a fee if it terminated the merger agreement as a result of adverse FDA feedback, but confirmed that it might be willing to

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extend a loan to BioMimetic after such a termination. After the call, representatives of Goldman Sachs described the conversation to BioMimetic management, and BioMimetic's management reiterated the BioMimetic Board's position that Wright must agree to pay a termination fee.

On October 16, 2012, after BioMimetic determined that sufficient progress had been made in the negotiations and in order to complete regulatory diligence in a timely manner, BioMimetic reinitiated the diligence process and agreed to meet with Wright and their respective advisors for an in-person meeting in Franklin, Tennessee. During the meeting, Dr. Lynch spoke separately with Mr. Davis about the proposed terms in the merger agreement, and Mr. Davis agreed that Wright would pay a \$30 million reverse termination fee if it terminated the merger agreement as a result of an adverse FDA event and that BioMimetic would not be responsible for paying a termination fee if its stockholders did not vote in favor of the transaction, so long as BioMimetic had not received an alternative acquisition proposal prior to such vote.

On October 19, 2012, the BioMimetic Board held a telephonic meeting attended by a quorum of the BioMimetic Board and representatives of Ropes & Gray and Goldman Sachs. Dr. Lynch began with a summary of recent diligence activities between BioMimetic and Wright, including the regulatory diligence sessions held on October 16, 2012, with outside counsel, and summarized his negotiation with Mr. Davis following the regulatory diligence session. The BioMimetic Board discussed Dr. Lynch's summary and authorized Dr. Lynch to proceed with the negotiations with Wright under the terms discussed by the BioMimetic Board. Dr. Lynch also noted that the parties had exchanged drafts of the proposed merger agreement and contingent value rights agreement. He then reviewed the tentative timeline for a transaction. A representative of Goldman Sachs also updated the BioMimetic Board on the market check activities and noted that Bidder B did not appear to be actively engaged and was unlikely to pursue the opportunity.

On October 24, 2012, members of Wright's management met with certain senior BioMimetic employees to discuss Wright's expectations for BioMimetic's employees and integration after the proposed merger. A member of Wright's management confirmed that Wright intended to maintain BioMimetic's operations in Franklin, Tennessee post-closing and intended to retain most of BioMimetic's employees. The parties also conducted further regulatory and financial diligence.

On October 25 and 26, 2012, WSGR and Ropes & Gray held telephonic conferences to discuss the drafts of the merger agreement and contingent value rights agreement. Among the issues discussed by legal counsel were Wright's proposal that the termination fee owed by BioMimetic if the merger agreement was terminated in certain circumstances be 5.5% of the upfront merger consideration, the circumstances under which the BioMimetic Board would be allowed to change its recommendation to stockholders or terminate the merger agreement to satisfy its fiduciary duties and Wright's expectation that each of the officers, directors and their affiliates holding shares of BioMimetic stock sign voting agreements. Between October 26, 2012 and November 18, 2012, at the direction of the BioMimetic Board and the Wright Board, the parties' respective legal and financial advisors held several telephonic conferences regarding the transaction structure, economic and deal protection terms and other aspects of the proposed transaction.

Also on October 26, 2012, Wright and BioMimetic's management, along with Mr. Papasan, Charles Federico, a member of the BioMimetic Board, and representatives of Goldman Sachs held a diligence session in Arlington, Tennessee to cover financial and tax matters related to both companies and the general business and growth prospects for Wright. Additionally, Mr. Palmisano met with Dr. Lynch and Messrs. Papasan and Federico to discuss Dr. Lynch's role after closing the potential transaction. Dr. Lynch had recently expressed to Mr. Davis his preference not to continue with the combined company after closing, but Mr. Palmisano stated that it was important to Wright that Dr. Lynch remain an employee of the combined company during a transition period following the closing date.

On October 28, 2012, the BioMimetic Board held a telephonic meeting attended by each member of the BioMimetic Board and representatives of Ropes & Gray and Goldman Sachs. Dr. Lynch and Messrs. Papasan and Federico summarized their recent interactions with Wright, including their diligence meeting on October 26,

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2012. The BioMimetic Board then discussed the process to complete negotiations of the definitive agreements. After these discussions, the BioMimetic Board excused the representatives of BioMimetic's management (including Dr. Lynch) and Goldman Sachs from the meeting and held an executive session during which it continued its discussion regarding the possible transaction with Wright and Wright's position that Dr. Lynch must remain at the combined company after closing. The BioMimetic Board also formed a transaction committee comprised of Mr. Papasan, Mr. Federico and James Murphy to assist management with, and advise the BioMimetic Board about, negotiations with Wright. Dr. Lynch consulted periodically with members of the transaction committee throughout the negotiation process, but the transaction committee did not subsequently convene outside of meetings of the full BioMimetic Board because it determined that the frequency of such BioMimetic Board meetings provided the BioMimetic Board sufficient insight into the negotiation process and that BioMimetic's management received adequate, timely guidance from the BioMimetic Board.

On November 2, 2012, BioMimetic's management, along with representatives of Ropes & Gray and Goldman Sachs, held a call to update the BioMimetic Board about the negotiations with Wright. Dr. Lynch provided an update on the status of negotiations with Wright and the expected timing of the transaction. The BioMimetic Board then discussed significant issues related to the proposed merger agreement, including circumstances under which Wright could terminate in the event of an adverse FDA event, the consideration to be paid in the transaction and the tax-free nature of the transaction.

On November 8, 2012, members of management from each of Wright and BioMimetic and representatives of their respective legal advisors and Goldman Sachs met in Memphis, Tennessee to discuss the proposed terms of the transaction and to resolve open issues in the transaction documents, including the circumstances in which the BioMimetic Board would be allowed to change its recommendation to stockholders about the proposed transaction or to terminate the merger agreement in order to satisfy its fiduciary duties. The parties agreed that the termination fee owed by BioMimetic if the merger agreement was terminated under certain circumstances would be 4.5% of the upfront merger consideration, or 2.25% of the aggregate merger consideration if all of the milestones under the proposed contingent value rights were achieved. The parties also discussed a proposal from BioMimetic that the stock consideration be subject to a collar that would protect its value if the price of Wright's stock declined between the signing of the merger agreement and the closing date.

Also on November 8, 2012, WSGR delivered a draft voting agreement to Ropes & Gray. Under the terms of the proposed voting agreement, BioMimetic's officers, directors and their stockholding affiliates would agree, among other things, to vote all shares of BioMimetic common stock held by them in favor of adopting the definitive merger agreement. The draft also provided that the voting agreements expired only upon termination of the merger agreement or in the event the proposed transaction was consummated. Between November 8, 2012 and November 18, 2012, the stockholders expected to sign a voting agreement, and BioMimetic, Wright and their respective legal advisors exchanged multiple drafts and engaged in several discussions about the terms of the proposed voting agreements. Among the significant issues addressed by the parties was the stockholders' request that the voting agreements terminate if the BioMimetic Board changed its recommendation to stockholders. Wright rejected such a termination right.

On November 9, 2012, the BioMimetic Board held an in-person meeting attended by each member of the BioMimetic Board and representatives of Goldman Sachs and Ropes & Gray. Dr. Lynch provided an overview of negotiations with Wright, including the conversations during the meeting the prior day. Dr. Lynch and a representative of Ropes & Gray next summarized the current proposed terms and possible approaches to resolving the outstanding issues. Afterwards, representatives of Goldman Sachs provided a financial analysis of a potential transaction and summarized the results of outreach to other potential acquirors. The members of the BioMimetic Board then asked the representatives of Goldman Sachs various questions regarding the financial analysis and the results of Goldman Sachs' outreach. The BioMimetic Board then discussed the transaction process, BioMimetic's negotiating positions and strategies to resolve certain open issues. The BioMimetic Board subsequently excused members of management (including Dr. Lynch) and representatives of Goldman Sachs from the meeting to hold an executive session. During the execution session, the directors discussed potential compensation arrangements to retain BioMimetic's executives between signing and closing.

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On November 13, 2012, members of Wright and BioMimetic management and their respective legal and financial advisors held a telephonic conference to discuss the terms of the proposed merger agreement. Among the topics discussed were the tax treatment of the transaction, including potential adjustments to the mix of cash and stock consideration to be paid to BioMimetic stockholders, BioMimetic's proposal that the stock consideration be subject to a collar and the definition of an adverse FDA event after which Wright could terminate the merger agreement upon payment of a \$30 million reverse termination fee.

Later on November 13, 2012, the BioMimetic Board held a telephonic meeting attended by each member of the BioMimetic Board and representatives of Goldman Sachs and Ropes & Gray. Dr. Lynch provided an update on recent discussions with Wright. The BioMimetic Board then discussed the remaining open issues in the negotiations and provided management and BioMimetic's advisors direction on possible paths to resolve the open issues.

During the evening of November 13, 2012, WSGR delivered drafts of the proposed merger agreement and contingent value rights agreement to Ropes & Gray and, after further discussions between BioMimetic and Wright management and their respective legal and financial advisors, about, among other things, the tax treatment of the proposed transaction, the definition of an adverse FDA event and Wright's insistence that the stock consideration would not be subject to a collar, Ropes & Gray provided WSGR a further revised draft on November 14, 2012.

On November 15, 2012, the BioMimetic Board held a telephonic meeting attended by each member of the BioMimetic Board and representatives of Goldman Sachs and Ropes & Gray. The BioMimetic Board discussed recent developments in the negotiations and remaining open issues. It established positions to take on key open items, such as the definition of adverse FDA event and the tax treatment of the proposed transaction, and instructed management to convey those positions to Wright. The Compensation Committee of the BioMimetic Board then updated the other directors on certain compensation matters related to retention of executives.

On November 16, 2012, after further discussions among the managements of Wright and BioMimetic and their respective legal and financial advisors regarding the tax treatment of the proposed transaction, including a request from BioMimetic to increase the cash and decrease the Wright stock payable as the upfront consideration, WSGR delivered a draft of the merger agreement that provided for a revised mix of upfront consideration, such that BioMimetic stockholders would receive \$1.30 of cash and Wright stock worth \$5.20, based on a fixed exchange ratio to be determined prior to signing.

On the evening of November 16, 2012, the Wright Board held a meeting at which the Wright Board adopted and authorized the Merger Agreement and forms of the Contingent Value Rights Agreement and the Voting Agreement, in each case, in the forms presented to the Wright Board, and authorized Wright's Chief Executive Officer to finalize, on parameters approved by the Wright Board, the negotiations of these transaction documents. The Wright Board had held prior meetings on July 30, 2012, September 20, 2012 and October 29, 2012 to discuss and consider the proposed business combination transaction between Wright and BioMimetic and authorize appropriate Wright management to negotiate the terms of such business combination transaction on Wright Board approved parameters. J.P. Morgan attended all of the aforementioned Wright Board meetings (except the meeting held on July 30, 2012) and provided financial advisory advice at such meetings to the Wright Board with respect to the proposed business combination transaction between Wright and BioMimetic.

On the afternoon of November 17, 2012, the BioMimetic Board held a telephonic meeting attended by a quorum of the members of the BioMimetic Board and representatives of Ropes & Gray and Goldman Sachs. Dr. Lynch provided an update concerning the current draft of the proposed merger agreement, and the BioMimetic Board discussed recent developments, including Wright's proposed change to the mix of upfront consideration in response to BioMimetic's requests to receive more cash and less Wright stock as upfront consideration and the resolution of the definition of adverse FDA event. The BioMimetic Board agreed that, assuming the mix of consideration was successfully determined, it was prepared to approve the transaction.

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On November 17, 2012, after the BioMimetic Board meeting, BioMimetic and Wright's managements and their respective legal and financial advisors discussed the remaining open issues and WSGR circulated a further revised draft of the merger agreement which provided that, among other things, BioMimetic stockholders would receive \$1.50 of cash and Wright stock worth \$5.00, based on a fixed exchange ratio to be determined prior to signing. The parties and their respective legal and financial advisors held several telephone calls to discuss the revised draft.

On the evening of November 18, 2012, the BioMimetic Board held a telephonic meeting to discuss the proposed terms of the transaction with Wright. All members of the BioMimetic Board were present, and certain members of BioMimetic's senior management and representatives of Ropes & Gray and Goldman Sachs also attended. Dr. Lynch began with a summary of the recent negotiations with Wright and described the outcome of certain key issues. A representative of Ropes & Gray next outlined for the BioMimetic Board its fiduciary duties in evaluating the proposed business combination transaction. The representative from Ropes & Gray then summarized the terms of the proposed merger agreement and contingent value rights agreement, and described the differences between the current draft and drafts previously circulated to the BioMimetic Board. The BioMimetic Board asked questions and discussion ensued regarding the process to complete a transaction. At the request of the BioMimetic Board, a representative of Goldman Sachs then reviewed its financial analysis of BioMimetic and the proposed transaction and orally rendered its opinion, which was subsequently confirmed in writing that, as of the date of its written opinion and based upon and subject to the factors and assumptions set forth therein, the 0.2482 shares of Wright common stock, \$1.50 in cash and one CVR issued by Wright under the CVR Agreement per share of BioMimetic common stock to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement was fair from a financial point of view to such holders. The representative of Goldman Sachs also confirmed that each of the parties it had contacted during the pre-market check, including Bidder B, had stated they were not interested in pursuing a transaction at this time. Members of the BioMimetic Board then asked the representative of Goldman Sachs questions about its financial analysis and opinion, and the representative of Goldman Sachs also stated that Goldman Sachs had not had prior investment banking engagements from Wright during the prior two-year period. The BioMimetic Board next discussed the terms of proposed transaction, including the amount and form of consideration, and concluded that it was in the best interests of BioMimetic stockholders. Thereafter, the BioMimetic Board voted unanimously to adopt and authorize the Merger Agreement and the forms of the Contingent Value Rights Agreement and Voting Agreement, to approve the merger and authorize certain officers of BioMimetic to take all actions required under the Merger Agreement.

On November 19, 2012, following the board meetings of each party, BioMimetic and Wright executed the Merger Agreement and certain of BioMimetic's officers, each of its directors and certain stockholders affiliated with directors executed voting agreements. Before the opening of trading on The NASDAQ Global Select Exchange on November 19, 2012, BioMimetic and Wright issued a joint press release announcing the proposed merger.

### **Reasons for the Merger**

#### ***BioMimetic's Reasons for the Merger***

In evaluating the Merger Agreement and the merger, the BioMimetic Board consulted with BioMimetic management and legal and financial advisors and, in reaching its decision to approve the Merger Agreement and to recommend that BioMimetic stockholders vote for the adoption of the Merger Agreement, the BioMimetic Board considered a variety of factors, including the following:

the upfront consideration payable in a combination of cash and shares of Wright common stock represents a premium of (1) 56% over the closing price per share of the BioMimetic common stock on November 16, 2012; (2) 38% over the high per share price of the BioMimetic common stock over the 52-week period ended November 16, 2012; and (3) 64% over the volume weighted average price per share over the 30 calendar days ended November 16, 2012;

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approximately 75% of the upfront merger consideration is expected to be in the form of SEC-registered and transferable and tradable Wright common stock, which allows BioMimetic stockholders to participate in the benefits of a more diversified company with greater resources and to benefit from any future growth of the combined company;

approximately 25% of the upfront merger consideration is expected to be in the form of cash, which provides immediate liquidity and a high degree of certainty of value to BioMimetic stockholders;

in addition to cash, each BioMimetic stockholder will receive SEC-registered and transferable and tradable CVRs with a potential duration of six years, which may provide BioMimetic stockholders an opportunity to realize additional value by trading those CVRs in the public markets or, to the extent Augment® Bone Graft receives FDA approval and/or Wright and its affiliates generate product sales sufficient to meet certain milestones, through additional cash payments under the terms of the CVRs;

the fact that BioMimetic stockholders will receive consideration even if the FDA further delayed, imposed onerous conditions upon or determined to deny, approval of Augment® Bone Graft;

the BioMimetic Board's knowledge and familiarity with BioMimetic's business, financial condition and results of operations, as well as its financial plan and prospects if it were to remain a standalone public company and BioMimetic's short-term and long-term capital needs;

the likelihood that, if it remained a standalone company, BioMimetic would need to undertake dilutive equity financing or significant debt financing in order to fund commercialization of Augment® Bone Graft and operate the business;

trends in the industry in which BioMimetic's business operates and the available strategic alternatives, including remaining a standalone public company or pursuing a transaction with another company in the industry, as well as the risks and uncertainties associated with such alternatives;

the BioMimetic Board's view that BioMimetic stockholders will receive value in the merger that is materially greater than the value realizable by BioMimetic stockholders on a standalone basis and under any reasonably available transaction alternatives;

the BioMimetic Board's view that the sales process undertaken with the assistance of Goldman Sachs, in which multiple potential acquirors of BioMimetic were contacted, was an effective process;

the BioMimetic Board's view that the sale and negotiation process yielded a full and fair price for BioMimetic;

the belief that the business of BioMimetic could potentially benefit from being part of the larger Wright corporate group and having access to its sales force and customers, and that by virtue of the shares of Wright common stock and CVRs, BioMimetic stockholders would have an ongoing opportunity to participate in those potential benefits;

management's assessment, after consultation with J.P. Morgan, Wright's financial advisor in connection with the merger, and Wright's management that Wright will have adequate capital resources to pay the cash portion of the merger consideration;

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the fact that BioMimetic stockholders who do not vote to adopt the Merger Agreement and who follow certain prescribed procedures are entitled to appraisal rights under Delaware law; and

the opinion of Goldman Sachs to the BioMimetic Board that, as of the date of its written opinion, and based upon and subject to the factors and assumptions set forth therein, the 0.2482 shares of Wright common stock, \$1.50 in cash and one CVR issued by Wright under the CVR Agreement per share of BioMimetic common stock to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement was fair from a financial point of view to such holders, and the financial analyses related thereto prepared by Goldman Sachs and described below under The Merger Opinion of BioMimetic's Financial Advisor.

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The BioMimetic Board also specifically considered the following terms of the Merger Agreement and related documents:

the Merger Agreement permits BioMimetic to respond to, and engage in discussions with, third parties who make unsolicited written acquisition proposals, and permits BioMimetic to terminate the Merger Agreement to accept a superior proposal prior to the special meeting subject to the terms and conditions specified in the Merger Agreement;

the voting agreements entered into by the committed stockholders terminate if the Merger Agreement is validly terminated by BioMimetic to accept a superior proposal, allowing the committed stockholders to support such superior proposal;

the termination fee provisions of the Merger Agreement would not likely be a significant deterrent to competing offers that might constitute superior proposals to the merger;

the mix of upfront cash and Wright stock consideration could be adjusted under certain circumstances in relation to certain provisions of the NASDAQ Marketplace Rules;

BioMimetic will receive a \$30 million reverse termination fee from Wright if Wright terminates the Merger Agreement after BioMimetic receives adverse FDA correspondence prior to the closing of the merger;

the limited conditions to the parties' obligations to complete the merger and the fact that there is no financing condition to Wright's obligations;

the customary nature of the representations, warranties and covenants of BioMimetic in the Merger Agreement; and

a covenant that the shares of Wright common stock and the CVRs to be issued in the merger be listed on The NASDAQ Global Select Market or The NASDAQ Global Market.

In addition to the Merger Agreement, the BioMimetic Board also reviewed, considered and discussed the terms and potential ramifications of the other transaction documents proposed to be executed in connection with the Merger Agreement, including the voting agreements and the form of CVR agreement.

In the course of its deliberations, the BioMimetic Board also considered a variety of risks and other potentially negative factors, including the following:

the restrictions that the Merger Agreement imposes on soliciting alternative acquisition proposals;

the obligation that BioMimetic pay a termination fee of \$8.255 million under certain circumstances, and the potential effect of such termination fee in deterring other potential acquirers from proposing alternative transactions (for a full description of the reasons BioMimetic would be required to pay a termination fee to Wright, see "The Merger Agreement - Termination Fees - Termination Fee Payable by BioMimetic");

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the price of Wright common stock at the closing of the merger may vary significantly from the price of Wright common stock at the date of the announcement of the Merger Agreement and the date of this proxy statement/prospectus and the Merger Agreement does not provide for any mechanism to increase the exchange ratio of 0.2482 in such circumstances;

FDA approval of Augment® Bone Graft and the product sales milestones necessary to trigger payments under the CVRs may not be achieved, potentially impacting the value and marketability of the CVRs;

BioMimetic has incurred and will continue to incur significant transaction costs and expenses in connection with the proposed transaction, regardless of whether or not the merger is consummated;

since the merger consideration includes CVRs (which are unsecured obligations and are expressly subordinated to certain senior obligations of Wright specified in the CVR agreement), BioMimetic stockholders are subject, with respect to the portion of the merger consideration represented by the CVRs, to the risk that there may be limitations on paying amounts as and when they become payable to the holders of the CVRs;

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BioMimetic's directors and certain officers of BioMimetic, as well as their stockholder affiliates, who together beneficially own approximately 30% of the outstanding shares of BioMimetic common stock as of November 16, 2012, agreed to vote their shares in support of the adoption of the Merger Agreement pursuant to voting agreements;

the operations of BioMimetic will be restricted by interim operating covenants under the Merger Agreement during the period between signing the Merger Agreement and the closing of the merger, which could effectively prohibit BioMimetic from undertaking any strategic initiatives or other material transactions to the detriment of BioMimetic and its stockholders; and

certain of BioMimetic's directors and executive officers may receive certain benefits that are different from, and in addition to, those of BioMimetic's other stockholders. See *The Merger Interests of Directors and Executive Officers of BioMimetic in the Merger*. The foregoing discussion of the information and factors considered by the BioMimetic Board is not exhaustive but is intended to reflect the material factors considered by the BioMimetic Board. The BioMimetic Board did not quantify or assign any relative or specific weight to the various factors that it considered. Rather, the BioMimetic Board based its recommendation on the totality of the information presented to and considered by it. In addition, individual members of the BioMimetic Board may have given different weight to different factors.

After careful consideration, the BioMimetic Board unanimously determined that the merger and the other transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of BioMimetic stockholders and unanimously approved the Merger Agreement.

### ***Wright's Reasons for the Merger***

The Wright Board unanimously approved the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger. In evaluating the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger, the Wright Board consulted with the management of Wright and outside legal and financial advisors for Wright. In determining to approve the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger, the Wright Board considered numerous factors, including the following:

the belief that the acquisition of BioMimetic complements Wright's strategy to grow its foot and ankle business by Augment<sup>®</sup> Bone Graft which, if approved by the FDA, would add a new biologic product that is targeted directly to foot and ankle indications and, combined with Wright's foot and ankle sales organizations and physician training expertise, would be expected to further accelerate growth opportunities in Wright's foot and ankle business;

the belief that BioMimetic's core technology, which includes Augment<sup>®</sup> Bone Graft, is clinically differentiated and provides future opportunities in both bone repair and soft tissue applications that would lead to Wright's biologics business becoming a high-growth business;

BioMimetic has talented employees with substantial experience in clinical and regulatory research and developments related to its technology that Wright believes will be a significant competitive advantage as Wright grows its extremities and biologics business;

the belief that the acquisition of BioMimetic at this time prior to the FDA's approval of Augment<sup>®</sup> Bone Graft (if the FDA makes this determination) provides Wright with the greatest likelihood for completion of this acquisition;

the exchange ratio of 0.2482 of a share of Wright common stock for each share of BioMimetic common stock is fixed and will not be adjusted for fluctuations in the market price of Wright common stock or BioMimetic common stock and the fact that, because the exchange ratio of 0.2482 under the Merger Agreement is fixed (except for adjustment under the Merger Agreement, if necessary, in relation to certain provisions of the NASDAQ Marketplace Rules), the per share value of the merger



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consideration to be paid to BioMimetic stockholders upon completion of the merger could be significantly more or less than its implied value immediately prior to the announcement of the Merger Agreement;

the resulting percentage ownership interests and voting power that current Wright stockholders would have in Wright following the merger;

the fact that the CVRs will require Wright to pay additional consideration only upon approval by the FDA of Augment® Bone Graft and if aggregate product sales of certain products exceed \$40 million and \$70 million, respectively, and on the other terms and conditions specified in the CVR Agreement;

the terms and conditions of the Merger Agreement; and

current industry, economic and market conditions and trends, including BioMimetic's market position.

The Wright Board also considered a number of potentially negative factors in its deliberations considering the merger, including:

the risk that the FDA may further delay, impose onerous conditions upon or determine to deny, approval of Augment® Bone Graft;

competition and its effect on pricing, spending, third party relationships and revenues;

the possible disruption to Wright's business that may result from the merger, including the resulting distraction of the attention of the management of Wright, and the costs and expenses associated with completing the merger;

the risks that the potential benefits, synergies and cost savings sought in the merger may not be realized or may not be realized within the expected time period, and that the cost of achieving such benefits, synergies and savings may be significantly higher than estimated;

the ability of Wright and BioMimetic to successfully protect and enforce their respective intellectual property rights;

Wright has incurred and will continue to incur significant transaction costs and expenses in connection with the proposed transaction, regardless of whether or not the merger is consummated;

the operations of Wright will be restricted by interim operating covenants under the Merger Agreement during the period between signing the Merger Agreement and the closing of the merger, which could prohibit Wright from undertaking certain strategic initiatives or other material transactions to the detriment of Wright and its stockholders;

the mix of upfront cash and Wright stock consideration could be adjusted under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules; and

the other risks described in the section entitled Risk Factors.

In view of the wide variety of factors considered in connection with its evaluation of the merger and the complexity of these matters, the Wright Board did not find it useful, and did not attempt, to quantify, rank or otherwise assign any relative or specific weights to the factors that it considered in reaching its determination to approve the Merger Agreement and the transactions contemplated by the Merger Agreement, including the merger. In addition, individual members of the Wright Board may have given differing weights to differed factors. The Wright Board conducted an overall analysis of the factors described above, including through discussions with, and inquiry of, the management of Wright and outside legal and financial advisors regarding certain of the matters described above.

#### **Projected Financial Information**

BioMimetic does not as a matter of course make public projections beyond the current year as to future sales, earnings, or other results, and BioMimetic is especially cautious of making financial forecasts for extended periods due to the unpredictability of the underlying assumptions and estimates. However, during the course of

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the negotiations for the proposed transaction described in *The Merger Background of the Merger* beginning on page 54 and the preparation of various financial analyses by Goldman Sachs for the BioMimetic Board, including its financial analysis presented at the November 18, 2012 meeting of the BioMimetic Board at which Goldman Sachs provided its opinion described in *The Merger Opinion of BioMimetic's Financial Advisor* beginning on page 70, BioMimetic provided to Goldman Sachs certain non-public internal financial analyses and forecasts for BioMimetic prepared by its management and certain financial analyses and forecasts for Wright prepared by the management of BioMimetic, referred to as the forecasts. The forecasts provided to Wright were in all material respects the same as the forecasts provided to Goldman Sachs. The forecasts were prepared by BioMimetic's management and were not prepared with a view to public disclosure and are included in this proxy statement/prospectus only because the forecasts were made available to the BioMimetic Board, Goldman Sachs and Wright. The forecasts were not prepared with a view to compliance with SEC requirements for public disclosures by companies subject to the reporting obligations of the Exchange Act and related rules and regulations or the guidelines established by the American Institute of Certified Public Accountants regarding prospective financial information. BioMimetic's independent registered public accounting firm has not examined, compiled or performed any procedures with respect to the forecasts, and accordingly does not provide any opinion or other form of assurance on the forecasts or their achievability, and assumes no responsibility for, and disclaims any association with, the forecasts. The report of BioMimetic's independent registered public accounting firm, which is incorporated by reference in this proxy statement/prospectus, relates to BioMimetic's historical financial information. It does not extend to the forecasts and should not be read to do so.

The forecasts are subjective in many respects and thus susceptible to various interpretations based on actual experience and business developments. The forecasts were based on a number of assumptions with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events as well as matters specific to BioMimetic's business, all of which are difficult to predict and many of which are beyond BioMimetic's control. If the assumptions are inaccurate or incorrect, BioMimetic's actual financial results may vary in material and potentially adverse ways from the forecasts. You should not assume that the assumptions made in preparing the forecasts will prove accurate.

In addition to being based on management assumptions, the forecasts are also subject to significant uncertainties and contingencies, many of which are beyond the control of BioMimetic. These uncertainties and contingencies may cause BioMimetic's actual results to vary in material and adverse ways from the forecasts. The forecasts are considered forward-looking statements within the meaning of Section 27A of the Securities Act, Section 21E of the Exchange Act, and the Private Securities Litigation Reform Act of 1995. The risks and uncertainties that could impact the forecasts include those that are described under *Cautionary Statement Concerning Forward-Looking Information* beginning on page 45. In addition, the forecasts cover multiple years and such multiple year information by its nature becomes subject to greater uncertainties with each passing year. Accordingly, there can be no assurance that the assumptions made in preparing the forecasts will prove accurate, and actual results may be materially different than those contained in the forecasts. Furthermore, the forecasts do not take into account any circumstance or event occurring after the date they were prepared.

BioMimetic does not intend to make publicly available any update or other revisions to the forecasts, whether to reflect circumstances existing after the date of the forecasts, to reflect the occurrence of future events or for any other reason. Neither BioMimetic's independent registered public accounting firm nor any of its representatives assumes any responsibility for the validity, reasonableness, accuracy or completeness of the projected financial information and BioMimetic has made no representation to Wright, merger sub or sister subsidiary and makes no representation to potential investors or BioMimetic stockholders regarding such information. The inclusion of forecasts in this proxy statement/prospectus should not be regarded as an indication that BioMimetic, the BioMimetic Board, Goldman Sachs or any other person considers or believes the forecasts to be material or predictive of actual future events or that the forecasts should be relied on by any person for that purpose or for any other purpose. For the reasons stated above, as well as in light of the uncertainties inherent in any forward-looking or projected data, BioMimetic stockholders are cautioned not to rely on the forecasts for any purpose.

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The following is a summary of certain of the forecasts prepared by management of BioMimetic and given to the BioMimetic Board, Goldman Sachs and Wright:

**Summary Financial Projections**

(dollars in millions, except per share data)

Year	2012E	2013E	2014E	2015E	2016E	2017E	2018E	2019E	2020E	2021E	2022E
<b>Total Revenue</b>	\$ 2.7	\$ 9.4	\$ 38.0	\$ 65.8	\$ 84.0	\$ 105.4	\$ 153.7	\$ 207.5	\$ 266.8	\$ 312.9	\$ 358.1
Total Cost of Goods Sold	\$ 0.4	\$ 1.9	\$ 7.9	\$ 13.5	\$ 17.4	\$ 21.7	\$ 32.5	\$ 44.2	\$ 56.6	\$ 67.0	\$ 77.3
<b>Gross Profit</b>	\$ 2.4	\$ 7.5	\$ 30.1	\$ 52.3	\$ 66.6	\$ 83.6	\$ 121.2	\$ 163.4	\$ 210.2	\$ 245.9	\$ 280.8
Total SG&A Expense	\$ 14.4	\$ 17.4	\$ 27.0	\$ 36.5	\$ 43.1	\$ 50.8	\$ 66.7	\$ 86.6	\$ 111.5	\$ 130.8	\$ 149.8
R&D	\$ 11.1	\$ 13.6	\$ 18.9	\$ 17.8	\$ 14.0	\$ 14.5	\$ 14.7	\$ 16.6	\$ 21.3	\$ 25.0	\$ 28.6
Depreciation and Amortization	1.3	1.4	1.4	1.5	1.5	1.6	1.6	1.7	1.7	1.8	1.8
<b>Operating Profit (Loss)</b>	\$ (24.5)	\$ (24.8)	\$ (17.3)	\$ (3.5)	\$ 7.9	\$ 16.7	\$ 38.1	\$ 58.5	\$ 75.6	\$ 88.3	\$ 100.6
<b>Net Income</b>	\$ (24.5)	\$ (24.8)	\$ (17.3)	\$ (3.5)	\$ 7.9	\$ 16.7	\$ 38.1	\$ 58.5	\$ 74.9	\$ 57.4	\$ 65.4
<b>Earnings per Share</b>	\$ (0.87)	\$ (0.81)	\$ (0.52)	\$ (0.10)	\$ 0.24	\$ 0.49	\$ 1.12	\$ 1.71	\$ 2.17	\$ 1.65	\$ 1.86

**Augment® Bone Graft Revenue Projections<sup>1</sup>**

(dollars in millions)

Year	2012E	2013E	2014E	2015E	2016E	2017E	2018E	2019E	2020E	2021E	2022E
Augment® Bone Graft US	\$ 0.0	\$ 3.0	\$ 20.7	\$ 40.2	\$ 51.2	\$ 59.8	\$ 71.0	\$ 81.7	\$ 93.8	\$ 100.2	\$ 104.7
Augment® Bone Graft EU	0.0	0.0	5.6	9.2	13.2	16.7	18.2	18.9	19.9	20.6	22.0
Augment® Bone Graft CAN	0.3	0.4	0.5	0.7	0.9	1.1	1.3	1.5	1.6	1.7	1.8
Augment® Bone Graft AUS	0.2	0.7	1.6	2.3	3.0	3.5	3.8	4.1	4.3	4.5	4.7
<b>Total Augment® Bone Graft Revenue</b>	\$ 0.5	\$ 4.1	\$ 28.5	\$ 52.4	\$ 68.2	\$ 81.1	\$ 94.3	\$ 106.2	\$ 119.6	\$ 127.0	\$ 133.3

<sup>1</sup> Excludes revenue from Augmatrix™ Biocomposite Bone Graft and Augment® Injectable Bone Graft.

**CVR Projections**

BioMimetic's management also provided the BioMimetic Board and Goldman Sachs with BioMimetic management's assessments as to the probability and estimated timing of achievement of the approval milestone and the product sales milestones with respect to the CVRs, referred to as the CVR projections. Based on BioMimetic management's CVR projections approved for Goldman Sachs' use, Goldman Sachs calculated an illustrative probability-adjusted intrinsic value of the potential payouts to be made in respect of each CVR by discounting to present value as of September 30, 2012 estimates of the payouts per CVR reflecting the CVR projections and applying a discount rate of 8.0%, as reflected in the right column below:

**CVR Projections**

(all milestones as defined in the CVR Agreement)

<b>CVR Milestone</b>	<b>Potential Payout Per CVR</b>	<b>Estimated Timing of Achievement</b>	<b>Approval Probability</b>	<b>Commercialization Probability</b>	<b>Probability of Success</b>	<b>Probability-Adjusted Present Value Intrinsic Value</b>
Approval Milestone	\$ 3.50	Q1 2013	90%		90%	\$ 3.03
Product Sales Milestone #1	\$ 1.50	Q2 2015	90%	90%	81%	\$ 0.98
Product Sales Milestone #2	\$ 1.50	Q4 2016	90%	70%	63%	\$ 0.68
Total	\$ 6.50					\$ 4.70

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**Opinion of BioMimetic's Financial Advisor**

Goldman Sachs delivered its opinion to the BioMimetic Board that, as of November 19, 2012 and based upon and subject to the factors and assumptions set forth therein, the 0.2482 shares of Wright common stock, \$1.50 in cash, and one contingent value right issued by Wright under the CVR Agreement per share of BioMimetic common stock to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement was fair from a financial point of view to such holders.

**The full text of the written opinion of Goldman Sachs, dated November 19, 2012, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex D. Goldman Sachs provided its opinion for the information and assistance of the BioMimetic Board in connection with its consideration of the transaction contemplated by the Merger Agreement. The Goldman Sachs opinion does not constitute a recommendation as to how any holder of the BioMimetic common stock should vote with respect to the transaction contemplated by the Merger Agreement or any other matter.**

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

the Merger Agreement;

annual reports to stockholders and Annual Reports on Form 10-K of BioMimetic and Wright for the five years ended December 31, 2011;

certain interim reports to stockholders and Quarterly Reports on Form 10-Q of BioMimetic and Wright;

certain other communications from BioMimetic and Wright to their respective stockholders;

certain publicly available research analyst reports for BioMimetic and Wright; and

the forecasts, in each case, as approved for Goldman Sachs' use by BioMimetic, and certain cost savings and operating synergies projected by the management of BioMimetic to result from the transaction contemplated by the Merger Agreement, as approved for the use of Goldman Sachs by BioMimetic, referred to as the transaction synergies.

Goldman Sachs also held discussions with members of the senior managements of BioMimetic and Wright regarding their assessment of the past and current business operations, financial condition and future prospects of BioMimetic and Wright and the strategic rationale for, and the potential benefits of, the transaction contemplated by the Merger Agreement; reviewed the reported price and trading activity for shares of BioMimetic common stock and shares of Wright common stock; compared certain financial and stock market information for BioMimetic and Wright with similar information for certain other companies the securities of which are publicly traded; and performed such other studies and analyses, and considered such other factors, as Goldman Sachs deemed appropriate.

For purposes of rendering the Goldman Sachs opinion, Goldman Sachs, with BioMimetic's consent, relied upon and assumed the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by, Goldman Sachs, without assuming any responsibility for independent verification thereof. In that regard, Goldman Sachs assumed, with BioMimetic's consent, that the forecasts and the transaction synergies had been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of BioMimetic. Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of BioMimetic or Wright or any of their respective subsidiaries and were not furnished with any such evaluation or appraisal. Goldman Sachs assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the transaction contemplated by



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the Merger Agreement will be obtained without any adverse effect on BioMimetic or Wright or on the expected benefits of the transaction contemplated by the Merger Agreement in any way meaningful to its analysis. Goldman Sachs assumed that the transaction contemplated by the Merger Agreement will be consummated on the terms set forth in the Merger Agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis.

Goldman Sachs' opinion does not address the underlying business decision of BioMimetic to engage in the transaction contemplated by the Merger Agreement, or the relative merits of the transaction contemplated by the Merger Agreement as compared to any strategic alternatives that may be available to BioMimetic; nor does it address any legal, regulatory, tax or accounting matters. Goldman Sachs' opinion addresses only the fairness from a financial point of view to the holders of shares of BioMimetic common stock, as of the date of the opinion, of the merger consideration to be paid to such holders pursuant to the Merger Agreement. Goldman Sachs does not express any view on, and its opinion does not address, any other term or aspect of the Merger Agreement, the CVR Agreement or the transaction contemplated by the Merger Agreement or any term or aspect of any other agreement or instrument contemplated by the Merger Agreement, the CVR Agreement or entered into or amended in connection with the transaction contemplated by the Merger Agreement, including, the fairness of the transaction contemplated by the Merger Agreement to, or any consideration received in connection therewith by, the holders of any class of securities, creditors, or other constituencies of BioMimetic; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of BioMimetic, or class of such persons, in connection with the transaction contemplated by the Merger Agreement, whether relative to the merger consideration per share of BioMimetic common stock to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement or otherwise. Goldman Sachs does not express any opinion as to the prices at which shares of Wright common stock or the CVRs will trade at any time or as to the impact of the transaction contemplated by the Merger Agreement on the solvency or viability of BioMimetic or Wright or the ability of BioMimetic or Wright to pay their respective obligations when they come due. Goldman Sachs' opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to Goldman Sachs as of, the date of its opinion and Goldman Sachs assumed no responsibility for updating, revising or reaffirming this opinion based on circumstances, developments or events occurring after the date of its opinion. Goldman Sachs' opinion was approved by a fairness committee of Goldman Sachs.

The following is a summary of the material financial analyses delivered by Goldman Sachs to the BioMimetic Board in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs' financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before November 16, 2012, the last trading day before the public announcement of the transaction contemplated in the Merger Agreement, and is not necessarily indicative of current market conditions.

*Implied Premium Based on Historical Share Price Performance Analysis.* Goldman Sachs first calculated the illustrative value of the merger consideration. By assuming the exchange ratio of 0.2482 and the closing price of Wright common stock of \$20.01 per share as of November 16, 2012, Goldman Sachs first calculated the illustrative upfront value of the merger consideration (excluding any intrinsic value of the CVRs) of \$6.47 per share of BioMimetic common stock by aggregating the upfront cash payment of \$1.50 per share and additional \$4.97 market value (on November 16, 2012) per share represented by the exchange ratio of 0.2482. Based on the probabilities and timing of the milestones for three separate payments of the CVRs per the forecasts (i.e., assuming that there would be a 90% probability of receiving the FDA approval of Augment<sup>®</sup> Bone Graft in the first quarter of 2013, a 90% probability, assuming FDA approval, of receiving the milestone payment of \$1.50 per share for achieving trailing 12-month sales of \$40 million in the second quarter of 2015 and a 70%

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probability, assuming FDA approval, of receiving the milestone payment of \$1.50 per share for achieving trailing 12-month sales of \$70 million in the fourth quarter of 2016), Goldman Sachs applied an illustrative discount rate of 8.0%, reflecting an estimate of BioMimetic's cost of debt, to such payments to calculate the probability adjusted per-share present values of such payments as of September 30, 2012. Goldman Sachs then calculated the illustrative intrinsic value of the CVRs of \$4.70 per share by aggregating the probability adjusted per-share present values of such payments as of September 30, 2012. By adding such illustrative intrinsic value of the CVRs to the illustrative upfront value of the merger consideration, Goldman Sachs calculated the illustrative value of the merger consideration of \$11.16 per share of BioMimetic common stock.

Goldman Sachs then reviewed the historical trading prices for the BioMimetic common stock and compared the illustrative value of the merger consideration in relation to the closing price for the BioMimetic common stock as of November 16, 2012, in relation to the average prices for the BioMimetic common stock for the periods ended November 16, 2012 of one month, three months and one year, respectively, and in relation to the 52-week high price for the 52-week period ended November 16, 2012 and the all-time high price of the BioMimetic common stock.

This analysis indicated that the merger consideration per share to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement represented:

a premium of 56% (excluding the illustrative intrinsic value of the CVRs) or a premium of 169% (including the illustrative intrinsic value of the CVRs) to the closing price of \$4.15 per share for the BioMimetic common stock as of November 16, 2012;

a premium of 64% (excluding the illustrative intrinsic value of the CVRs) or a premium of 183% (including the illustrative intrinsic value of the CVRs) to the average price of \$3.95 per share for the BioMimetic common stock for the one-month period ended on November 16, 2012;

a premium of 58% (excluding the illustrative intrinsic value of the CVRs) or a premium of 173% (including the illustrative intrinsic value of the CVRs) to the average price of \$4.09 per share for the BioMimetic common stock for the three-month period ended on November 16, 2012;

a premium of 117% (excluding the illustrative intrinsic value of the CVRs) or a premium of 274% (including the illustrative intrinsic value of the CVRs) to the average price of \$2.98 per share for the BioMimetic common stock for the one-year period ended on November 16, 2012;

a premium of 38% (excluding the illustrative intrinsic value of the CVRs) or a premium of 137% (including the illustrative intrinsic value of the CVRs) to the 52-week high price of \$4.70 per share for the BioMimetic common stock for the 52-week period ended on November 16, 2012; and

a discount of 66% (excluding the illustrative intrinsic value of the CVRs) or a discount of 41% (including the illustrative intrinsic value of the CVRs) to the all-time high price of \$18.98 per share for the BioMimetic common stock as of June 4, 2007.

*Selected Companies Analysis.* Goldman Sachs reviewed and compared certain financial information for BioMimetic to corresponding financial information, ratios and public market multiples for the following publicly traded corporations in the high growth medical technology and specialty pharmaceutical/biotechnology industries, referred to as the selected companies:

*High Growth Medical Technology Companies**Specialty Pharmaceutical/Biotechnology Companies*

Cyberonics, Inc.

Optimer Pharmaceuticals, Inc.

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Thoratec Corporation

Zogenix, Inc.

ArthroCare Corporation

Cadence Pharmaceuticals, Inc.

Wright Medical Group, Inc.

Santarus, Inc.

Integra LifeSciences Corporation

AMAG Pharmaceuticals, Inc.

Orthofix International N.V.

Cumberland Pharmaceuticals, Inc.

NuVasive, Inc.

Exactech, Inc.

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Although none of the selected companies is directly comparable to BioMimetic, the companies included were chosen because they are publicly traded companies with operations that for purposes of analysis may be considered similar to certain operations of BioMimetic. Goldman Sachs calculated and compared various financial multiples and ratios based on information it obtained from SEC filings, the Bloomberg database, referred to as Bloomberg, estimates from the Institutional Brokers Estimate System, referred to as IBES, and market data as of November 16, 2012. With respect to the selected companies, Goldman Sachs calculated the enterprise value, which is the market value of common equity plus the book value of preferred stock and the book value of debt less cash and cash equivalents, as a multiple of estimated revenue during the calendar year 2013.

The results of these analyses are summarized as follows:

Enterprise Value as a multiple of:	Selected High Growth Medical Technology Companies		Selected Specialty Pharmaceutical/ Biotechnology Companies		BioMimetic
	Range	Median	Range	Median	
CY 2013E Revenue	1.1x-5.3x	1.6x	0.5x-3.0x	2.1x	13.6x

Goldman Sachs also compared the selected companies' estimated calendar year 2013 price to earnings ratios to the price to earnings ratio for BioMimetic. The following table presents the results of this analysis:

Price/Earnings Ratio:	Selected High Growth Medical technology Companies		Selected Specialty Pharmaceutical / Biotechnology Companies		BioMimetic
	Range	Median	Range	Median	
CY 2013E	11.4x-30.3x*	15.7x	11.8x-11.9x*	11.9x	Not Meaningful**

\* Excluding negative Price/Earnings Ratios for certain companies which are not meaningful to the analysis.

\*\* Estimated calendar year 2013 Price/Earnings Ratio for BioMimetic is a negative number.

**Implied Per-Share Equity Value Analysis.** Based on the analyses and review of the multiples and ratios of the selected companies above and assuming an illustrative equity financing at June 30, 2013 with issuance of approximately 4.4 million shares of BioMimetic common stock at \$8.75 per share for net proceeds of approximately \$35 million per the forecasts, referred to as the financing assumptions, Goldman Sachs applied one-year forward enterprise value/revenue multiples ranging from 1.0x to 3.0x to the estimated calendar years 2017 and 2018 revenues of BioMimetic, respectively, per the forecasts and calculated the implied enterprise values of BioMimetic as of the end of 2016 and 2017, respectively. Goldman Sachs then calculated the present values of such implied enterprise values as of September 30, 2012 by applying a discount rate of 10.5% (the midpoint of the range of 9.5% to 11.5%), representing BioMimetic's weighted average cost of capital, and assuming the utilization of the illustrative present value of approximately \$35 million of benefit to be derived from BioMimetic's net operating losses per the forecasts. Goldman Sachs then added the assumed amount of BioMimetic's net cash of \$44.1 million per the forecasts from such present values of BioMimetic's implied enterprise values to calculate BioMimetic's implied equity values on a fully diluted basis and divided such implied diluted equity values by the assumed total number of shares of BioMimetic common stock (28.2 million shares outstanding, plus the dilution resulting from 3.4 million shares exercisable through options with a weighted-average strike price of \$8.12 per share, plus approximately 4.4 million shares of BioMimetic common stock per the financing assumptions) as of September 30, 2012 and calculated the implied per-share equity values of the BioMimetic common stock.

Similarly, based on the analyses and review of the multiples and ratios of the selected companies above and the financing assumptions and assuming the utilization of BioMimetic's net operating losses, Goldman Sachs applied one-year forward equity value/net income multiples ranging from 10.0x to 20.0x to the estimated calendar years 2018 and 2019 net incomes of BioMimetic, respectively, per the forecasts and calculated the

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implied equity values of BioMimetic as of the end of 2017 and 2018, respectively. Goldman Sachs selected one-year forward equity value/net income multiples ranging from 10.0x to 20.0x utilizing its professional judgment and experience, taking into account the one-year forward equity value/net income multiples of the selected companies, in order to calculate the implied equity values. Goldman Sachs then calculated the present values of such implied equity values as of September 30, 2012 by applying a discount rate of 10.5% (the midpoint of the range of 9.5% to 11.5%), representing BioMimetic's cost of equity. Goldman Sachs then divided such present values of the implied equity values by the assumed total number of shares of BioMimetic common stock (28.2 million shares outstanding plus the dilution resulting from 3.4 million shares exercisable through options with a weighted-average strike price of \$8.12 per share, plus approximately 4.4 million shares of BioMimetic common stock per the financing assumptions) as of September 30, 2012 and calculated the implied per-share equity values of the BioMimetic common stock.

The results of these analyses are summarized as follows:

<b>Based on</b>	<b>Implied Per-Share Equity Value</b>	<b>Illustrative Value of the Merger Consideration Per Share</b>
CY 2017E Revenue	\$ 4.48-\$8.51	
CY 2018E Revenue	\$ 5.12-\$10.44	
CY 2018E Net Income	\$ 6.72-\$13.25	\$ 11.16
CY 2019E Net Income	\$ 9.28-\$18.14	

*Implied Multiples Analysis.* Based on information obtained from SEC filings, Bloomberg, IBES and the forecasts and assuming that BioMimetic had \$44.3 million of cash, \$0.2 million of capital leases, 28.2 million outstanding shares in common stock and 3.4 million options with a weighted-average strike price of \$8.12 per share as of September 30, 2012, Goldman Sachs performed certain analyses and calculated the following financial multiples for BioMimetic:

(i) implied enterprise value, based on the illustrative value of the merger consideration per share (excluding the illustrative intrinsic value of the CVRs and including such illustrative intrinsic value, respectively), as a multiple of the estimated calendar years 2017 and 2018 revenues, respectively, per the forecasts; and

(ii) implied diluted equity value, based on the illustrative value of the merger consideration per share (excluding the illustrative intrinsic value of the CVRs and including such illustrative intrinsic value, respectively), divided by the estimated calendar year 2018 net income (including the illustrative benefit from net operating losses and excluding such illustrative benefit, respectively), per the forecasts.

The following tables present the results of the analyses of Goldman Sachs:

	<b>Per-Share Merger Consideration (excluding illustrative intrinsic value of the CVRs)</b>	<b>Based on Per-Share Merger Consideration (including illustrative intrinsic value of the CVRs)</b>
<b>Implied Enterprise Value as a Multiple of</b>		
CY 2017E Revenue	1.4x	2.7x
CY 2018E Revenue	0.9x	1.9x

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Implied Diluted Equity Value Divided by	Based on	
	Per-Share Merger Consideration (excluding illustrative intrinsic value of the CVRs)	Per-Share Merger Consideration (including illustrative intrinsic value of the CVRs)
CY 2018E Net Income (including illustrative benefit from net operating losses)	4.9x	8.6x
CY 2018E Net income (excluding illustrative benefit from net operating losses)	7.6x	13.3x

*Illustrative Standalone Discounted Cash Flow Analysis.* Goldman Sachs performed an illustrative discounted cash flow analysis on BioMimetic on a standalone basis using BioMimetic's projected cash flows per the forecasts to determine a range of BioMimetic's implied present values per share.

Using the forecasts, which included, among other things, (i) the FDA's approval of Augment<sup>®</sup> Bone Graft on March 31, 2013 with a launch date on July 31, 2013, (ii) the probability-adjusted revenue of 90% Augment<sup>®</sup> Bone Graft and Augment<sup>®</sup> Injectable Bone Graft and (iii) revenue from sports medicine products beginning in 2018 (with a 60% probability of success for Tendinosis) and assuming tax rate of 35%, net operating losses to be utilized by calendar year 2020 and an illustrative equity financing on June 30, 2013 reflecting the financing assumptions, Goldman Sachs calculated BioMimetic's calendar year 2022 projected levered, after-tax free cash flow. Goldman Sachs then calculated the aggregate illustrative equity value available to BioMimetic stockholders as of 2022 by applying discount rates ranging from 9.5% to 11.5%, representing estimates of BioMimetic's cost of equity, and perpetuity growth rates ranging from 2.0% to 4.0% to BioMimetic's calendar year 2022 projected levered, after-tax free cash flow, assuming no debt in the capital structure, no recognition of deferred revenue or associated working capital changes, normalized working capital, a tax rate of 35.0% and capital expenditure and capitalized patent costs being equal to depreciation and amortization. The range of perpetuity growth rates was estimated by Goldman Sachs utilizing its professional judgment and experience, taking into account the forecasts and market expectations regarding long-term real growth of gross domestic product and inflation. Goldman Sachs then divided such aggregate illustrative equity value available to BioMimetic stockholders as of 2022 by the assumed total number of shares of BioMimetic common stock as of 2022 (assuming an illustrative equity financing at June 30, 2013 reflecting the financing assumptions) and calculated the illustrative per-share equity values of BioMimetic as of 2022 on a standalone basis. Goldman Sachs then discounted those values to September 30, 2012 by using discount rates ranging from 9.5% to 11.5%, representing estimates of BioMimetic's cost of equity. The following table presents the results of this analysis:

**Illustrative Per-Share Equity Values (Standalone)**

\$6.30-\$13.35
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Assuming an illustrative per-share equity value of \$8.83 per share for BioMimetic on a standalone basis (the midpoint of the range of illustrative per share equity values resulting from the analysis described above), Goldman Sachs calculated the respective incremental impact on such illustrative per-share equity values by applying the same free cash flow analysis methodologies described above but modifying various analysis assumptions. The following table presents the results of this analysis:

<b>Based on</b>	<b>Incremental Impact to Per-Share Equity Values</b>
-/+50% of total revenue each year (in relation to a baseline of \$358 million of projected revenue in 2022 per the forecasts)	(\$4.42) to \$4.42
-/+10% pricing pressure across all indications, units and geographies (in relation to a baseline of weighted average prices per unit for Augment <sup>®</sup> Bone Graft and Augment <sup>®</sup> Injectable Bone Graft of \$2,803 and \$3,209, respectively, in the U.S. per the forecasts)	(\$1.04) to \$1.04
40% to 80% probability of approval for sports medicine products (in relation to a baseline of 60% probability of approval for Tendinosis per the forecasts)	(\$0.95) to \$0.95
70% to 100% probability of approval for Augment <sup>®</sup> products (in relation to a baseline of 90% probability of approval for Augment <sup>®</sup> Bone Graft per the forecasts)	(\$1.28) to \$0.64
-/+2.0% in operating margins each year (in relation to a baseline of estimated operating margin of approximately 28% by 2022 per the forecasts)	(\$0.65) to \$0.65
Issuance price \$5.00 to \$10.00 per share in illustrative equity issuance (in relation to a baseline of an equity issuance with \$35 million net proceeds at a price of \$ 8.75 per share per the forecasts)	(\$0.76) to \$0.14

*Illustrative Pro Forma Discounted Cash Flow Analysis.* Goldman Sachs performed an illustrative pro forma discounted cash flow analysis on the combined company using projected pro forma cash flows per the forecasts to determine a range of the combined company's implied present values per share.

Based on the forecasts and the transaction synergies and assuming that (i) there would be eliminations of 100% of BioMimetic selling expense post-merger and 50% of BioMimetic general and administrative expense post-merger, assuming that 50% of these cost eliminations would be achieved in 2013 and 100% thereafter, (ii) net operating losses would be utilized by the combined company and (iii) the combined company would have 39.7 million shares outstanding, plus the dilution resulting from 4.5 million shares exercisable through options with a weighted-average strike price of \$16.80 per share, and 6.9 million shares to be issued in connection with the merger, Goldman Sachs calculated the present value of the estimated unlevered, after-tax free cash flows that the combined company could generate during the calendar years 2012 through 2022. Goldman Sachs also calculated illustrative terminal values for the combined company by applying perpetuity growth rates ranging from 1.0% to 3.0% to the combined company's calendar year 2022 projected unlevered, after-tax free cash flow, assuming no recognition of deferred revenue or associated working capital changes, normalized working capital and capital expenditure and capitalized patent costs being equal to depreciation and amortization. The cash flows and illustrative terminal values were then discounted to illustrative present values as of September 30, 2012 by using discount rates ranging from 8.0% to 10.0%, representing estimates of the combined company's weighted average cost of capital, and subtracted net debt. Goldman Sachs then divided such present values of equity values by the assumed total number of shares of the combined company's common stock on a fully diluted basis to calculate the illustrative per-share equity values on a pro forma basis. The following table presents the results of this analysis:

**Illustrative Per Share Equity Values (Pro Forma)**

\$25.54-\$47.04

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In addition, Goldman Sachs calculated the illustrative equity value to BioMimetic stockholders on a pro forma post-merger basis. Goldman Sachs first calculated the illustrative intrinsic value of CVRs of \$4.70 per share as described in the *Implied Premium Based on Historical Share Price Performance Analysis* above. By applying the same discounted cash flow analysis methodologies described above and assuming an illustrative discount rate of 9.0% (the midpoint of the range of 8.0% to 10.0%), representing an estimate of the combined company's weighted average cost of capital, and a perpetuity growth rate of 2.0% (the midpoint of the range of 1.0% to 3.0%), Goldman Sachs calculated the per-share present values of the cash flows and terminal value of the combined company, on a pro forma basis, as of September 30, 2012 and multiplied such per-share present values of the cash flows and terminal value by the exchange ratio of 0.2482 as of November 16, 2012 to calculate the proportional amounts of such present values available to BioMimetic stockholders on a per-share basis. The range of perpetuity growth rates was estimated by Goldman Sachs utilizing its professional judgment and experience, taking into account the forecasts and market expectations regarding long-term real growth of gross domestic product and inflation.

Goldman Sachs then aggregated the upfront cash consideration to be paid under the merger, the illustrative intrinsic value of CVRs, the proportional amounts of the present values of future cash flows and terminal value from the combined company available to BioMimetic stockholders and the assumed net debt amount, in each case, on a basis of per share of BioMimetic common stock, and calculated the illustrative equity value of \$14.46 per share to BioMimetic stockholders on a pro forma post-merger basis.

*Illustrative Pro Forma Trading Value Analysis.* Goldman Sachs performed certain analyses, based on the forecasts and other assumptions, at illustrative pro forma prices for shares of combined company's stock ranging from \$13.00 per share to \$25.00 per share and calculated (i) the implied pro forma enterprise values of the combined company (based on a fully diluted share number on a pro forma basis), (ii) the implied pro forma enterprise values as a multiple of the pro forma revenues for the combined company for the calendar years 2013 through 2015 and (iii) implied per-share values to holders of the BioMimetic common stock (dollar amounts in millions, except for per-share dollar amounts):

<b>Illustrative Pro Forma Stock Price (per share of the combined company's common stock)</b>	<b>\$ 13.00-\$25.00</b>
Implied Pro Forma Enterprise Value (\$mm)	\$ 746-\$1,333
Implied Pro Forma Enterprise Value / Pro Forma Revenue	
CY2013E	1.5x-2.7x
CY2014E	1.4x-2.4x
CY2015E	1.2x-2.2x
Implied Value to BioMimetic stockholders per share of BioMimetic common stock	\$ 3.23-\$6.21

*Present Value of Future Share Price Analysis.* Goldman Sachs performed an illustrative analysis of the implied present values of the future prices per share (for calendar year 2018) (i) of the BioMimetic common stock on a standalone basis and (ii) of the combined company on a pro forma basis, which is designed to provide an indication of the present value of a theoretical future value of BioMimetic's, or the combined company's, equity as a function of such company's estimated future earnings and its illustrative price to future earnings per share multiple (for calendar year 2018).

For this analysis, Goldman Sachs used the forecasts and, based on guidance from the management of BioMimetic, assumed, among other things, that (i) in the scenario of not receiving the FDA approval of Augment<sup>®</sup> Bone Graft, net cash flows resulting from the merger with BioMimetic on the combined company would cease on March 31, 2013, (ii) in the scenarios (for the combined company on a pro forma basis or for BioMimetic on a standalone basis) of receiving the FDA approval of Augment<sup>®</sup> Bone Graft, the approval would be on March 31, 2013 with a launch date on July 31, 2013, the probability-adjusted revenue from Tendinosis would be 60% of the projected revenue amount and there would be a 90% probability of receiving the milestone payment of \$1.50 per share for achieving sales of \$40 million in the second quarter of 2015 and a 70% probability of receiving the milestone payment of \$1.50 per share for achieving sales of \$70 million in the fourth

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quarter of 2016, (iii) in the BioMimetic standalone scenario, there would be an illustrative equity financing on June 30, 2013 reflecting the financing assumptions and (iv) in the pro forma combined company scenario, net operating losses would be utilized by the combined company.

Based on the illustrative price to earnings ratios ranging from 10.0x to 20.0x for calendar year 2018 and the illustrative estimated earnings per share for calendar year 2018, for BioMimetic on a standalone basis, per the forecasts, Goldman Sachs calculated a range of the implied future values per share of BioMimetic common stock as of the end of 2017. Goldman Sachs selected illustrative price to earnings ratios ranging from 10.0x to 20.0x utilizing its professional judgment and experience, taking into account the price to earnings ratios of the selected companies, in order to calculate the implied future values per share. Goldman Sachs then discounted those values to September 30, 2012 using discount rates ranging from 9.5% to 11.5%, representing estimates of the cost of equity of BioMimetic on a standalone basis. This analysis resulted in a range of implied present values to be \$7.38 to \$16.22 per share of BioMimetic common stock, on a BioMimetic standalone basis.

Based on the illustrative price to earnings ratios ranging from 10.0x to 20.0x for calendar year 2018 and the illustrative estimated earnings per share for calendar year 2018 for the combined company on a pro forma basis (both in a scenario with the FDA approval of Augment<sup>®</sup> Bone Graft and in a scenario without such approval) per the forecasts, Goldman Sachs calculated a range of the implied future values per share of the combined company's stock as of the end of 2017, on a pro forma basis (in both scenarios). Goldman Sachs then discounted those values to September 30, 2012 using discount rates ranging from 8.0% to 10.0%, representing estimates of the cost of equity of the combined company on a pro forma basis. Goldman Sachs then calculated the proportional amounts of such present values available to BioMimetic stockholders by applying the exchange ratio of 0.2482. Goldman Sachs also calculated the illustrative present value of CVRs (only in a scenario with the approval) as of September 30, 2012 based on the assumptions described above and by using an illustrative discount rate of 8.0%. Goldman Sachs then aggregated the upfront cash consideration to be paid under the merger, BioMimetic stockholders' proportional amounts of present values of illustrative future stock prices of the combined company for calendar year 2018, on a pro forma basis (in both scenarios) and the illustrative present value of CVRs (only in a scenario with the approval). This analysis resulted in a range of implied present values to be \$9.94 to \$13.82 per share of BioMimetic common stock (on a pro forma basis in a scenario with the FDA approval of Augment<sup>®</sup> Bone Graft) or \$2.70 to \$4.13 per share of BioMimetic common stock (on a pro forma basis in a scenario without such approval).

In addition, assuming an illustrative price to earnings ratio of 15.0x and a discount rate of 10.5% for BioMimetic on a standalone basis (the midpoints of the applicable ranges of illustrative price to earnings ratios and discount rates described above), Goldman Sachs applied the same present value of future share price analysis methodologies described above and calculated a range of implied present values of BioMimetic common stock (on a BioMimetic standalone basis) based on an assumed probability of FDA approval of Augment<sup>®</sup> Bone Graft ranging from 0% to 100%. This analysis resulted in a range of implied present values to be \$0.00 to \$11.60 per share of BioMimetic common stock, on a BioMimetic standalone basis. Similarly, assuming an illustrative price to earnings ratio of 15.0x and a discount rate of 9.0% for the combined company on a pro forma basis (the midpoints of the applicable ranges of illustrative price to earnings ratios and discount rates described above), Goldman Sachs applied the same present value of future share price analysis methodologies described above and calculated a range of implied present values of BioMimetic common stock (on a pro forma basis) based on an assumed probability of FDA approval of Augment<sup>®</sup> Bone Graft ranging from 0% to 100%. This analysis resulted in a range of implied present values to be \$3.38 to \$11.79 per share of BioMimetic common stock, on a pro forma basis.

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman

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Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company used in the above analyses as a comparison is directly comparable to BioMimetic or Wright.

Goldman Sachs prepared these analyses for purposes of Goldman Sachs providing its opinion to the BioMimetic Board as to the fairness from a financial point of view of the merger consideration per share of BioMimetic common stock to be paid to the holders of shares of BioMimetic common stock pursuant to the Merger Agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of BioMimetic, Wright, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecast.

The merger consideration was determined through arms -length negotiations between BioMimetic and Wright and was approved by both companies respective board of directors. Goldman Sachs provided advice to BioMimetic during these negotiations. Goldman Sachs did not, however, recommend any specific exchange ratio or amount of consideration to BioMimetic or the BioMimetic Board or that any specific exchange ratio or amount of consideration constituted the only appropriate exchange ratio or consideration for the transaction contemplated by the Merger Agreement.

As described above, Goldman Sachs opinion to the BioMimetic Board was one of many factors taken into consideration by the BioMimetic Board in making its determination to approve the Merger Agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the fairness opinion and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex D.

Goldman Sachs and its affiliates are engaged in commercial and investment banking and financial advisory services, market making and trading, research and investment management (both public and private investing), principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage activities and other financial and non-financial activities and services for various persons and entities. Goldman Sachs and its affiliates, and funds or other entities in which they invest or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments of BioMimetic, Wright, any of their respective affiliates and third parties, including Novo, a significant stockholder of BioMimetic, and its affiliates, or any currency or commodity that may be involved in the transaction contemplated by the Merger Agreement for the accounts of Goldman Sachs and its affiliates and their customers. Goldman Sachs has acted as financial advisor to BioMimetic in connection with, and has participated in certain of the negotiations leading to, the transaction contemplated by the Merger Agreement. Goldman Sachs has provided certain investment banking services to BioMimetic and its affiliates and an affiliate of Novo from time to time for which its Investment Banking Division has received, and may receive, compensation. Goldman Sachs may also in the future provide investment banking services to BioMimetic, Wright, Novo and their respective affiliates for which its Investment Banking Division may receive compensation. During the two year period ended November 19, 2012, Goldman Sachs has not been engaged by Wright or its respective affiliates to provide services for which the Investment Banking Division of Goldman Sachs has received compensation.

The BioMimetic Board selected Goldman Sachs as its financial advisor because Goldman Sachs is an internationally recognized investment banking firm that has substantial experience in transactions similar to the transaction contemplated by the Merger Agreement. Pursuant to a letter agreement dated December 9, 2010, BioMimetic engaged Goldman Sachs to act as its financial advisor in connection with the contemplated transaction. Pursuant to the terms of this engagement letter, BioMimetic has agreed to pay Goldman Sachs a

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transaction fee of \$4 million, all of which is contingent upon consummation of the transaction contemplated by the Merger Agreement. In addition, BioMimetic has agreed to reimburse Goldman Sachs for its expenses, including attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons against various liabilities, including certain liabilities under the federal securities laws.

The BioMimetic Board selected Goldman Sachs as its financial advisor because Goldman Sachs is an internationally recognized investment banking firm that has substantial experience in transactions similar to the transaction contemplated by the Merger Agreement. Pursuant to a letter agreement dated December 9, 2010, BioMimetic engaged Goldman Sachs to act as its financial advisor in connection with the contemplated transaction. Pursuant to the terms of this engagement letter, BioMimetic has agreed to pay Goldman Sachs a transaction fee of \$4 million, all of which is contingent upon consummation of the transaction contemplated by the Merger Agreement. In addition, BioMimetic has agreed to reimburse Goldman Sachs for its expenses, including attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons against various liabilities, including certain liabilities under the federal securities laws.

### **Interests of Directors and Executive Officers of BioMimetic in the Merger**

When reading this proxy statement/prospectus, you should be aware that the executive officers and directors of BioMimetic may have interests in the merger that may be different from, or in addition to, the interests of other BioMimetic stockholders generally. The BioMimetic Board was aware of these interests and considered them, among other factors, in unanimously determining that the transactions contemplated by the Merger Agreement, including the merger, are advisable and fair to, and in the best interest of, BioMimetic and its stockholders. A description of these interests is set forth below.

**Table of Contents****Value of Equity Awards**

Drs. Lynch and Pagano and each executive officer and director of BioMimetic that holds options to purchase BioMimetic common stock entered into an agreement with BioMimetic to (1) terminate any options to purchase BioMimetic common stock, either vested or unvested, with an exercise price greater than \$13.00 and (2) with limited exceptions, exercise any options to purchase BioMimetic common stock, either vested or unvested, with an exercise price less than \$6.50. The Merger Agreement also provides that BioMimetic will use its reasonable best efforts to facilitate the exercise of BioMimetic common stock by action taken not less than five business days prior to the closing date. The following table sets forth the total amount of cash, Wright common stock and CVRs that each executive officer and director of BioMimetic would have received in respect of their vested and unvested equity awards assuming the merger was completed on December 17, 2012. For purposes of this table: (1) stock options with an exercise price greater than \$13.00 per share, the maximum value of the merger consideration assuming all payments on the CVRs are made, are not included; and (2) all remaining vested and unvested stock options were assumed to have been exercised with the exercise price paid in cash.

Name	Number of BioMimetic Shares Underlying		Number of Shares of Wright Common Stock to be Received(1)	Cash	
	Vested and Unvested Options (Exercise Price)			Consideration(2)	Total CVRs(3)
<b>Executive Officers</b>					
Samuel E. Lynch, D.M.D., D.M.Sc.	51,000	(\$ 3.47)	12,658	\$ 76,500	51,000
	80,000	(\$ 12.59)	19,856	\$ 120,000	80,000
	80,000	(\$ 8.54)	19,856	\$ 120,000	80,000
	75,000	(\$ 11.97)	18,615	\$ 112,500	75,000
	170,000	(\$ 2.08)	42,194	\$ 255,000	170,000
Larry Bullock	27,000	(\$ 12.59)	6,701	\$ 40,500	27,000
	30,000	(\$ 8.54)	7,446	\$ 45,000	30,000
	37,500	(\$ 11.97)	9,308	\$ 56,250	37,500
	80,000	(\$ 2.08)	19,856	\$ 120,000	80,000
	112,500	(\$ 2.87)	27,922	\$ 168,750	112,500
Russ Pagano, Ph.D.	35,000	(\$ 8.54)	8,687	\$ 52,500	35,000
	35,000	(\$ 11.97)	8,687	\$ 52,500	35,000
	25,000	(\$ 9.70)	6,205	\$ 37,500	25,000
	70,000	(\$ 2.08)	17,374	\$ 105,000	70,000
<b>Directors</b>					
Thorkil K. Christensen(4)	0	N/A	N/A	N/A	N/A
Christopher B. Ehrlich	8,840	(\$ 11.64)	2,194	\$ 13,260	8,840
Charles W. Federico	8,840	(\$ 11.64)	2,194	\$ 13,260	8,840
	10,653	(\$ 9.95)	2,644	\$ 15,980	10,653
	8,538	(\$ 12.66)	2,119	\$ 12,807	8,538
	18,736	(\$ 5.80)	4,650	\$ 28,104	18,736
	20,000	(\$ 2.63)	4,964	\$ 30,000	20,000
Gary E. Friedlaender, M.D	8,840	(\$ 11.64)	2,194	\$ 13,260	8,840
	10,653	(\$ 9.95)	2,644	\$ 15,980	10,653
	8,538	(\$ 12.66)	2,119	\$ 12,807	8,538
	18,736	(\$ 5.80)	4,650	\$ 28,104	18,736
	20,000	(\$ 2.63)	4,964	\$ 30,000	20,000
James G. Murphy	8,840	(\$ 11.64)	2,194	\$ 13,260	8,840
	10,653	(\$ 9.95)	2,644	\$ 15,980	10,653
	8,538	(\$ 12.66)	2,119	\$ 12,807	8,538
	18,736	(\$ 5.80)	4,650	\$ 28,104	18,736
	20,000	(\$ 2.63)	4,964	\$ 30,000	20,000
Larry Papasan	8,840	(\$ 11.64)	2,194	\$ 13,260	8,840
	10,653	(\$ 9.95)	2,644	\$ 15,980	10,653

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	8,538	(\$ 12.66)	2,119	\$	12,807	8,538
	18,736	(\$ 5.80)	4,650	\$	28,104	18,736
	20,000	(\$ 2.63)	4,964	\$	30,000	20,000
Douglas G. Watson	8,840	(\$ 11.64)	2,194	\$	13,260	8,840
	10,653	(\$ 9.95)	2,644	\$	15,980	10,653
	8,538	(\$ 12.66)	2,119	\$	12,807	8,538
	18,736	(\$ 5.80)	4,650	\$	28,104	18,736
	20,000	(\$ 2.63)	4,964	\$	30,000	20,000

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- (1) Under the Merger Agreement, an exchange ratio of 0.2482 is used to convert each share of BioMimetic common stock to Wright common stock.
- (2) Under the Merger Agreement, each share of BioMimetic common stock will receive cash consideration of \$1.50.
- (3) Under the Merger Agreement, each share of BioMimetic common stock will receive one CVR.
- (4) Mr. Christensen does not hold any options and is included in the table for informational purposes only.

***Employment Agreements with Executive Officers***

Dr. Lynch entered into an employment agreement with BioMimetic on July 17, 2009. The employment agreement, referred to as the Lynch employment agreement, provides that Dr. Lynch will continue serving as BioMimetic's President and Chief Executive Officer through December 31, 2012, with such term to be extended for an additional one-year period unless either party gives notice that the agreement will not be extended.

Under the Lynch employment agreement, if Dr. Lynch's employment is terminated by BioMimetic, either without cause or as a result of BioMimetic electing not to renew, or by Dr. Lynch for good reason, Dr. Lynch would be entitled to severance payments. The Lynch employment agreement provides for severance payments equal to Dr. Lynch's base salary and reimbursement for group medical insurance premiums for Dr. Lynch and his dependents for a period of 18 months following termination. Furthermore, all of Dr. Lynch's outstanding stock options, restricted stock, restricted stock units, and any other unvested equity incentives would become fully exercisable and vested as of the date of his termination. The Lynch employment agreement further contemplates that, in the event there is a change in control during the term of the agreement, and (a) within the 12-month period following such change of control Dr. Lynch is terminated without cause or resigns for good reason; (b) BioMimetic elects not to renew the employment agreement; or (c) within three months prior to a change in control Dr. Lynch is terminated without cause or resigns for good reason, then BioMimetic instead would pay to Dr. Lynch (x) a lump sum 150% of each his base salary and most recent annual incentive award, plus (y) in exchange for him agreeing not to solicit any of the then current customers or employees of the Company for a period of 12 months post-termination, a lump sum payment equal to the sum of 12 months of his base salary and 100% of his most recent annual bonus award. In addition, all unvested stock options and restricted stock held by Dr. Lynch would be deemed fully vested and immediately exercisable on the date of such change in control.

The Lynch employment agreement also provides that if Dr. Lynch is terminated for cause, for breach by Dr. Lynch or as a result of Dr. Lynch giving notice of non-extension, then no other payments would be made or benefits provided by BioMimetic.

Receipt of severance compensation is conditioned on Dr. Lynch's compliance with his post-employment obligation to refrain, for a period of 12 months following termination, from engaging in business activity that may be competitive with BioMimetic, or from disclosing non-public information relating to BioMimetic.

On November 18, 2012, Dr. Lynch's employment agreement was amended to make a conforming change such that, if Dr. Lynch might be subject to federal excise taxes under Section 4999 of the Code, the aggregate amount of payments owed to Dr. Lynch in connection with a change in control transaction would be reduced to the maximum amount that would not trigger an excise tax, so long as the payments actually received by Dr. Lynch would be equal to or greater than payments net of the excise taxes on such payments.

Mr. Bullock and Dr. Pagano entered into new employment agreements which replace their prior agreements that expired on July 16, 2012. Each new employment agreement, each referred to as an executive employment agreement and, together, the executive employment agreements, was made effective as of July 17, 2012. Mr. Bullock's executive employment agreement has a one-year term, continuing through July 16, 2013. Dr. Pagano's executive employment agreement has a two-year term, continuing through July 16, 2014.

Consistent with their prior employment agreements, under the executive employment agreements, if BioMimetic terminates an executive's employment without cause or if the executive resigns his employment

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for good reason, the executive is entitled to severance payments. Mr. Bullock's executive employment agreement contemplates severance payments (of base salary plus a prorated bonus based on the previous year's bonus payment) for a period of nine months and continuation of benefits and perquisites for a period of nine months. Dr. Pagano's executive employment agreement contemplates payments of base salary for a period of six months and continuation of benefits and perquisites for six months. The executive employment agreements contemplate that, if such termination occurs within 12 months following a change of control, the severance payments would be paid for 12 months and benefits would be continued for a 12-month period. Receipt of severance compensation is conditioned on the terminated executive's execution of a general release of claims and compliance with post-employment obligations, including, for a period of 12 months following termination, not to engage in certain activities that may be competitive with BioMimetic or to participate in the development or commercialization of certain products that may compete with BioMimetic's products.

In addition, Mr. Bullock's executive employment agreement provides that if he is terminated without cause or for good reason, then his outstanding stock options, restricted stock, restricted stock units and other unvested equity incentives would become fully exercisable and vested. Dr. Pagano's executive employment agreement provides that if he is terminated without cause or resigns for good reason within the 12 months following a change of control, then his outstanding stock options, restricted stock, restricted stock units, and any other unvested equity incentives would become fully exercisable and vested. Such provisions are consistent with the respective executive's prior employment agreements.

In addition, in the event the executive might become subject to federal excise taxes under Section 4999 of the Code, the aggregate amount of payments owed to the executive in connection with a change in control transaction would be reduced to the maximum amount that would not trigger the excise tax, so long as the payments actually received by the executive would be equal to or greater than payments net of the excise taxes on such payments.

***Retention Agreements with Executive Officers***

Dr. Lynch is party to a retention agreement with BioMimetic and Wright, pursuant to which Dr. Lynch is entitled to certain payments and benefits. On the effective date of the retention agreement, Dr. Lynch will be entitled to the following:

\$1,250,000 special bonus for work related to the FDA review process of the Augment® Bone Graft PMA application, subject to Dr. Lynch signing and not revoking a release of claims with BioMimetic and Wright, payable in a single lump sum upon the date the release is effective and irrevocable;

\$160,275 payment for accrued but unused vacation, subject to Dr. Lynch signing and not revoking a release of claims with BioMimetic and Wright, payable in a single lump sum upon the date the release is effective and irrevocable; and

\$261,632 bonus for calendar year 2012, based on 80% of the target bonus opportunity, paid within 10 calendar days following the effective date of the retention agreement.

Subject to the closing of the mergers and Dr. Lynch signing and not revoking a supplemental release of claims with BioMimetic and Wright, if Dr. Lynch has remained continuously employed by BioMimetic through the earlier of the 30th day following the date that the FDA approves BioMimetic's pending PMA # 100006 or the first anniversary of the closing date and terminates his employment with BioMimetic thereafter, or if he is terminated without cause, terminated due to death or disability or resigns for good reason prior to that date, Dr. Lynch will be entitled to the following:

\$1,121,280 transaction bonus payment, paid on the 31st day following the date Dr. Lynch's employment with BioMimetic terminates; and

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\$647,520 non-compete payment, subject to Dr. Lynch's continued compliance for a period of 12 months following the termination of his employment with his agreement not to engage in certain activities in competition with the business of BioMimetic and not to solicit any of BioMimetic's customers or employees (as set forth in the Lynch employment agreement), paid on the 31st day following the date Dr. Lynch's employment with BioMimetic terminates.

Pursuant to the terms of Dr. Lynch's retention agreement, subject to the closing of the mergers, Dr. Lynch has agreed to waive his right to severance payments and benefits pursuant to the Lynch employment agreement and that the terms in the retention agreement providing for the transaction bonus payment and non-compete payment will supersede the applicable provisions related to severance in the Lynch employment agreement. Subject to Dr. Lynch signing and not revoking a supplemental release of claims with BioMimetic and Wright, Dr. Lynch will also be entitled to reimbursement for reasonable expenditures for tax and financial advisory services up to a maximum of \$5,000 in the aggregate for a period of 12 months following the date his employment with BioMimetic terminates and reimbursement for premiums for himself and his eligible dependents to continue coverage pursuant to COBRA for a maximum period of 18 months following the date his employment with BioMimetic terminates.

Each of Mr. Bullock and Dr. Pagano has also entered into a retention agreement with BioMimetic. Pursuant to Mr. Bullock's retention agreement, he is entitled to payment of his 2012 calendar year bonus of \$46,510 no later than December 31, 2012; a transition assistance award of \$40,000, if he remains continuously employed by BioMimetic through the closing date, paid in a single lump sum within 10 business days following such date; and four additional months of salary continuation payments added to the severance to which Mr. Bullock is otherwise entitled under his executive employment agreement, provided that Mr. Bullock remains continuously employed by BioMimetic through the two-month anniversary of the closing date.

Pursuant to Dr. Pagano's retention agreement, he is entitled to payment of his 2012 calendar year bonus of \$35,129 no later than December 31, 2012; a retention payment of \$82,500, payable in a single lump sum within 10 business days following the closing date, provided Dr. Pagano remains continuously employed by BioMimetic through the closing date, \$52,000 of such retention payment being subject to repayment in the event Dr. Pagano voluntarily resigns prior to the first anniversary of the closing date; and an additional retention payment of \$184,000 if Dr. Pagano remains continuously employed by BioMimetic through the first anniversary of the closing date, paid within 10 business days following such anniversary.

The discussion of the terms of the retention agreements of Dr. Lynch, Mr. Bullock and Dr. Pagano in this proxy/statement prospectus is qualified in its entirety by reference to their retention agreements, filed as Exhibits 10.2, 10.3 and 10.4, respectively, to the registration statement.

***Directors and Officers Indemnification and Continuation of Insurance***

Wright has agreed to cause sister subsidiary, the final surviving entity, to establish and maintain, for a period of six years following the completion of the merger, provisions in its organizational documents concerning the indemnification of BioMimetic's former and current officers, directors and employees on the same basis as the certificate of incorporation, bylaws and other organizational documents of BioMimetic as in effect on the date of the Merger Agreement. Each of the persons entitled to indemnification is referred to as an indemnified party.

The rights of each indemnified party under the Merger Agreement are in addition to any rights such indemnified party may have under the certificate of incorporation, bylaws or any other organizational documents of BioMimetic or any of its subsidiaries, any other indemnification arrangement in existence as of the date of the Merger Agreement, under Delaware law or otherwise.

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Wright has agreed to cause sister subsidiary to maintain, for a period of six years after the completion of the merger, for the benefit of BioMimetic's directors and officers, an insurance policy that provides coverage for acts and omissions occurring on or prior to the closing of the merger. Such coverage will be on terms no less favorable than in effect prior to the closing of the merger. During this six-year period, Wright is not required to procure any coverage in excess of the amount that can be obtained for the remainder of the period for an annual premium of 300% of the current annual premium paid by BioMimetic for existing coverage.

Wright has agreed that if Wright, sister subsidiary or any of their successors or assigns consolidates with or merges into any other corporation or entity and is not the continuing or surviving corporation or entity after the consolidation or merger, or transfers all or substantially all of its properties and assets to any individual, corporation or other entity, then, in each case, proper provisions will be made so that the successors and assigns of Wright or the surviving corporation, as applicable, will assume the indemnification obligations of Wright, BioMimetic or any of their respective successors or assigns, as applicable, as set forth in the Merger Agreement.

### ***Continuation of Benefit Plans***

For one year beginning on the closing date, Wright has agreed to provide each employee of BioMimetic an annual base salary or base wages at a rate not lower than the rate in effect for such employee immediately prior to the closing of the merger. Each employee of BioMimetic will also be provided with incentive pay opportunities that are no less favorable than those provided prior to the closing of the merger. In addition, Wright has agreed to pay each employee of BioMimetic any portion of such employee's 2012 incentive bonus that remains unpaid following the closing of the merger.

To the extent that employees of BioMimetic become eligible to participate in any employee benefit plan maintained by Wright, then for purposes of determining eligibility to participate and vesting and, with respect to severance and vacation benefits, for purposes of benefit entitlements, service with BioMimetic or any of its subsidiaries prior to the closing of the merger will be treated as service with Wright, so long as such treatment does not result in a duplication of benefits. Wright has also agreed to use its reasonable best efforts to (1) waive all limitations as to preexisting conditions and waiting periods with respect to participation and coverage requirements applicable to employees under any such plan, program or arrangement that is a welfare benefit plan in which such employees may be eligible to participate after the closing of the merger and (2) provide each employee with credit for any co-payments, deductibles and out-of-pocket expenses paid prior to the closing of the merger under any such plans, programs or arrangements that are welfare benefit plans in which such employees are eligible to participate after the closing of the merger.

### ***Golden Parachutes***

In accordance with Item 402(t) of Regulation S-K, the tables below entitled "All Golden Parachute Compensation" and "New Golden Parachute Compensation" set forth the compensation that is based on or otherwise relates to the merger that may become payable to each of BioMimetic's named executive officers. Please see the previous portions of this section for further information regarding such compensation.

The table entitled "All Golden Parachute Compensation" includes both arrangements and amounts previously disclosed and subject to a stockholder advisory vote under section 14A(a)(1) of the Exchange Act, as well as new arrangements for and understandings. The table entitled "New Golden Parachute Compensation" includes only new arrangements and understandings not previously subject to a stockholder advisor vote.

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The amounts indicated below are estimates of amounts that would be payable assuming the merger is completed on December 30, 2012. These estimates are based on multiple assumptions that may not actually occur, including assumptions described in this proxy statement/prospectus. Some of these assumptions are based on information not currently available and, as a result, the actual amounts, if any, to be received by a named executive officer may differ in material respects from the amounts set forth below.

**All Golden Parachute Compensation<sup>1</sup>**

Name	Cash <sup>2</sup> (\$)	Equity <sup>3</sup> (\$)	Pension / NQDC (\$)	Perquisites / Benefits <sup>4</sup> (\$)	Tax Reimbursements (\$)	Other (\$)	Total (\$)
Samuel E. Lynch	1,768,800 <sup>5</sup>	844,900		32,518		1,671,907 <sup>6</sup>	4,318,125
Larry Bullock	337,310 <sup>7</sup>	397,600		22,945		86,510 <sup>8</sup>	844,365
Russ Pagano	244,800 <sup>9</sup>	347,900		22,234		301,629 <sup>10</sup>	916,563
Earl M. Douglas <sup>11</sup>							

- All amounts set forth in this table are based on the following assumptions: the closing price of Wright common stock is equal to \$21.16, which was the average closing market price of Wright common stock for the first five business days following the November 19, 2012 public announcement of the mergers; the mergers are completed on December 30, 2012; and the named executive's employment is terminated on December 31, 2012. Amounts in this table represent both the arrangements and amounts previously disclosed and subject to a shareholder advisory vote and amounts pursuant to new arrangements and understandings.
- Cash payments include salary continuation payments (or lump-sum payment, as applicable) for a specified time period (or amount) and a cash incentive bonus (prorated based on the previous year's bonus) if applicable.
- Represents the aggregate value of the unvested portion of stock option awards held by the executive officer that will become fully vested on the closing date. The value of a stock option award was calculated by multiplying the number of shares subject to the stock option by the excess of (a) the estimated value of the consideration to be received in the merger for a share of common stock, based on the assumption that the price of BioMimetic common stock at the time of the merger is \$7.05, which was the average closing market price of BioMimetic common stock for the first five business days following the November 19, 2012 public announcement of the mergers, over (b) the per-share exercise price of the stock option. Stock option awards that are fully vested and unvested awards that are underwater (i.e., the exercise price of the shares subject to the award is greater than the value of the consideration to be received for a share of common stock) are not included in this table.

If the estimated value of the consideration to be received in the merger for a share of common stock were based not on the average closing market price of BioMimetic's common stock for the first five business days following the public announcement of the mergers, but instead on the average closing price of Wright common stock for the same period and on the assumption that all payments under the CVR would be made, then the amounts shown for Dr. Lynch, Mr. Bullock, and Dr. Pagano would be \$2,041,100, \$952,925, and \$889,888 respectively.

- Represents the premiums paid by BioMimetic for health, life and disability insurance and similar employee benefits, calculated based on the assumptions used for financial reporting purposes and U.S. GAAP. In addition, in the case of Dr. Lynch, this represents a maximum \$5,000 reimbursement for tax and financial advisory services following his termination of employment.
- Amount includes a transaction bonus payment equal to \$1,121,280 and a non-compete payment equal to \$647,520. Such amounts are payable if Dr. Lynch remains employed with BioMimetic for a specified period following the closing of the mergers or upon an earlier termination without cause, termination due to death or disability or resignation for good reason occurring following the closing of the mergers. The non-compete payment is also subject to Dr. Lynch's continued compliance for a period of 12 months following the termination of his employment with his agreement not to engage in certain activities in competition with

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- the business of BioMimetic and not to solicit any of BioMimetic's customers or employees. Each of these payments would be payable only at the termination of Dr. Lynch's employment with BioMimetic. Pursuant to the terms of Dr. Lynch's retention agreement, subject to the closing of the mergers, Dr. Lynch has agreed to waive his right to severance payments and benefits pursuant to the Lynch employment agreement and that the terms in the retention agreement providing for a transaction bonus payment and non-compete payment will supersede the applicable provisions related to severance in the Lynch employment agreement. If Dr. Lynch had not waived his right to severance pursuant to the Lynch employment agreement, he would have been entitled to a cash payment equal to \$1,497,188, which represents (i) 150% of the sum of Dr. Lynch's 2012 base salary of \$467,200 and his most recent annual bonus of \$131,675, plus (ii) a cash payment equal to \$598,875 payable if Dr. Lynch agreed not to solicit any of BioMimetic's then-current customers or employees for a period of 12 months following a termination or resignation due to a change in control.
- 6 Amount includes the following, subject to the terms and conditions and paid on the dates set forth in the retention agreement by and among Dr. Lynch, BioMimetic and Wright: a special bonus payment of \$1,250,000 for his prior work related to the ongoing FDA review process of the Augment® Bone Graft PMA application, a payment for accrued but unused vacation equal to \$160,275 and payment of Dr. Lynch's annual bonus for the calendar year 2012 in the amount of \$261,632.
- 7 Amount includes cash salary continuation payments equal to 12 months of Mr. Bullock's 2012 base salary of \$283,600 and his most recent annual bonus of \$53,710. If Mr. Bullock does not terminate employment on December 31, 2012 but instead remains employed for two months following the closing date, he will be entitled to an additional four months of salary continuation payments upon his termination of employment equal to \$98,315 based on Mr. Bullock's projected 2013 base salary.
- 8 Other payments include Mr. Bullock's 2012 annual bonus payment of \$46,510, paid on or before December 31, 2012, and a transition assistance award equal to \$40,000, paid within 10 business days following the closing date, subject to Mr. Bullock's continuous employment through the closing date.
- 9 Amount includes cash payments equal to 12 months of Dr. Pagano's 2012 base salary of \$244,800.
- 10 Other payments include Dr. Pagano's 2012 annual bonus payment of \$35,129, paid on or before December 31, 2012, a cash retention payment of \$82,500 payable within 10 business days following the closing date subject to Dr. Pagano's continued employment through such date, \$52,000 of which is subject to repayment if Dr. Pagano voluntarily resigns prior to the first anniversary of the closing date, and an additional retention payment of \$184,000, payable if Dr. Pagano does not terminate employment on December 31, 2012 but instead remains employed through the first anniversary of the closing date. In addition, Wright has orally agreed to grant Dr. Pagano a stock option subject to the number of shares of Wright common stock having a value of \$220,320 on the closing date.
- 11 Mr. Douglas resigned from BioMimetic effective April 20, 2012. Accordingly, Mr. Douglas is not entitled to any payments as a result of the mergers.

**New Golden Parachute Compensation<sup>1</sup>**

Name	Cash (\$)	Equity (\$)	Pension / NQDC (\$)	Perquisites / Benefits (\$)	Tax Reimbursements (\$)	Other (\$)	Total (\$)
Samuel E. Lynch	1,768,800 <sup>2</sup>			5,000 <sup>3</sup>		1,671,907 <sup>4</sup>	3,445,707
Larry Bullock		<sup>5</sup>				86,510 <sup>6</sup>	86,510
Russ Pagano						301,629 <sup>7</sup>	301,629
Earl M. Douglas <sup>8</sup>							

- 1 All amounts set forth in this table are based on the following assumptions: the closing price of Wright common stock is equal to \$21.16, which was the average closing market price of Wright common stock for the first five business days following the November 19, 2012 public announcement of the mergers; the merger is completed on December 30, 2012; and the named executive's employment is terminated on December 31, 2012.

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- 2 Amount includes a transaction bonus payment equal to \$1,121,280 and a non-compete payment equal to \$647,520. Such amounts are payable if Dr. Lynch remains employed with BioMimetic for a specified period following the closing of the mergers or upon an earlier termination without cause, termination due to death or disability or resignation for good reason occurring following the closing of the mergers. The non-compete payment is also subject to Dr. Lynch's continued compliance for a period of 12 months following the termination of his employment with his agreement not to engage in certain activities in competition with the business of BioMimetic and not to solicit any of BioMimetic's customers or employees. Each of these payments would be payable only at the termination of Dr. Lynch's employment with BioMimetic. Pursuant to the terms of Dr. Lynch's retention agreement, subject to the closing of the mergers, Dr. Lynch has agreed to waive his right to severance payments and benefits pursuant to the Lynch employment agreement and that the terms in the retention agreement providing for a transaction bonus payment and non-compete payment will supersede the applicable provisions related to severance in the Lynch employment agreement. If Dr. Lynch had not waived his right to severance pursuant to the Lynch employment agreement, he would have been entitled to a cash payment equal to \$1,497,188, which represents (i) 150% of the sum of Dr. Lynch's 2012 base salary of \$467,200 and his most recent annual bonus of \$131,675, plus (ii) a cash payment equal to \$598,875 payable if Dr. Lynch agreed not to solicit any of BioMimetic's then-current customers or employees for a period of 12 months following a termination or resignation due to a change in control.
- 3 Represents a maximum \$5,000 reimbursement for tax and financial advisory services following Dr. Lynch's termination of employment.
- 4 Amount includes the following, subject to the terms and conditions and paid on the dates set forth in the retention agreement by and among Dr. Lynch, BioMimetic and Wright: a special bonus payment of \$1,250,000 for his prior work related to the ongoing FDA review process of the Augment® Bone Graft PMA application, a payment for accrued but unused vacation equal to \$160,275 and payment of Dr. Lynch's annual bonus for the calendar year 2012 in the amount of \$261,632.
- 5 If Mr. Bullock does not terminate employment on December 31, 2012 but instead remains employed for two months following the closing date, he will be entitled to an additional four months of salary continuation payments upon his termination of employment equal to \$98,315 based on Mr. Bullock's projected 2013 base salary.
- 6 Other payments include Mr. Bullock's 2012 annual bonus payment of \$46,510, paid on or before December 31, 2012, and a transition assistance award equal to \$40,000, paid within 10 business days following the closing date, subject to Mr. Bullock's continuous employment through the closing date.
- 7 Other payments include Dr. Pagano's 2012 annual bonus payment of \$35,129, paid on or before December 31, 2012, a cash retention payment of \$82,500 payable within 10 business days following the closing date subject to Dr. Pagano's continued employment through such date, \$52,000 of which is subject to repayment if Dr. Pagano voluntarily resigns prior to the first anniversary of the closing date, and an additional retention payment of \$184,000, payable if Dr. Pagano does not terminate employment on December 31, 2012 but instead remains employed through the first anniversary of the closing date. In addition, Wright has orally agreed to grant Dr. Pagano a stock option subject to the number of shares of Wright common stock having a value of \$220,320 on the closing date.
- 8 Mr. Douglas resigned from BioMimetic effective April 20, 2012. Accordingly, Mr. Douglas is not entitled to any payments as a result of the mergers.

**Litigation Related to the Merger**

Between November 20, 2012 and December 12, 2012, five purported class action complaints related to the merger, referred to as the stockholder actions, were filed against all or some of the following: BioMimetic, certain of BioMimetic's current executive officers and directors, Wright, merger sub and sister subsidiary.

On November 20, 26 and 28, 2012, three stockholder actions, referred to as the Tennessee actions, were filed in the Chancery Court for the State of Tennessee in Williamson County. The plaintiffs allege, among other things: (a) that the executive officers and directors of BioMimetic breached their fiduciary duties to BioMimetic's public stockholders by authorizing the merger for inadequate consideration and pursuant to an

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inadequate process and (b) that BioMimetic, Wright, merger sub and sister subsidiary aided and abetted the executive officers and directors alleged breaches of fiduciary duty. The plaintiffs generally seek equitable relief, including an injunction preventing the consummation of the merger until BioMimetic adopts and implements a procedure to obtain the highest possible price for its stockholders, and an award of attorneys and other fees and costs. On December 14, 2012, plaintiffs and defendants in the Tennessee actions filed a Joint Agreed Order requesting, among other things, that the Chancery Court consolidate the Tennessee actions.

On November 21, 2012 and December 12, 2012, two of the stockholder actions were filed in the Court of Chancery of the State of Delaware, making substantially the same allegations as the Tennessee actions. The plaintiffs generally seek enjoinder of the merger, rescissory damages in the event the merger is consummated prior to the entry of the court's final judgment, and an award of attorneys and other fees and costs.

## **Accounting Treatment**

In accordance with U.S. GAAP, Wright will account for the mergers using the acquisition method of accounting for business combinations. Under this method of accounting, Wright will record the acquisition based on the fair value of the merger consideration, which includes the cash consideration paid, the market value of shares of Wright common stock issued in connection with the merger (based on the closing price of Wright common stock on the date of the completion of the merger), stock options exchanged and the CVRs issued in connection with the merger.

Wright will allocate the purchase price to the identifiable assets acquired and liabilities assumed based on their respective fair values at the date of the completion of the mergers. Any excess of the value of consideration paid over the aggregate fair value of those net assets will be recorded as goodwill. Financial statements of Wright issued after the completion of the mergers will reflect such fair values and will not be restated retroactively to reflect historical financial position or results of operations of Wright. The results of operations of BioMimetic will be included in the results of operations of Wright beginning on the date of the completion of the mergers.

## **Delisting and Deregistration of BioMimetic Common Stock**

If the merger is completed, BioMimetic's common stock will be delisted from The NASDAQ Global Select Market and deregistered under the Exchange Act, and BioMimetic will no longer file periodic reports with the SEC related to BioMimetic common stock.

## **Stock Exchange Listing of Wright Common Stock Issued in the Merger**

It is a condition to the completion of the merger that the shares of Wright common stock issued in the merger will be approved for listing on The NASDAQ Global Select Market.

## **Stock Exchange Listing of CVRs**

It is a condition to the completion of the merger that the CVRs issued in the merger will be approved for listing on The NASDAQ Global Select Market or The NASDAQ Global Market.

## **Financing the Merger**

Wright does not require financing for the merger. The Unaudited Pro Forma Condensed Combined Financial Statements contemplate the use of Wright's cash on hand and the sale of Wright investments in marketable securities to finance the merger.

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**THE MERGER AGREEMENT**

The following summary describes certain material provisions of the Merger Agreement and is qualified in its entirety by reference to the Merger Agreement, a copy of which is attached to this proxy statement/prospectus as Annex A and which is incorporated by reference into this proxy statement/prospectus. This summary does not purport to be complete and may not contain all of the information about the Merger Agreement that may be important to you. You are encouraged to read the Merger Agreement carefully and in its entirety, as it is the legal document governing the merger.

**The Merger**

The Merger Agreement provides for the merger of merger sub with and into BioMimetic upon the terms and subject to the conditions of the Merger Agreement, and in accordance with the General Corporation Law of the State of Delaware, referred to as the DGCL, with BioMimetic being the interim surviving entity. Immediately after the completion of the merger, BioMimetic will merge with and into sister subsidiary in accordance with the DGCL and the Delaware Limited Liability Company Act, referred to as the DLLCA, with sister subsidiary continuing as the final surviving entity. At that time, the corporate existence of BioMimetic will cease. Sister subsidiary will remain a wholly owned subsidiary of Wright and will continue its limited liability company existence under the DLLCA. Upon completion of the subsequent merger, the directors and officers of merger sub immediately prior to the completion of the merger will be the initial managers and officers of sister subsidiary as the final surviving entity.

**Effective Time**

The effective time of the merger, referred to as the completion of the merger, will occur at the time that a certificate of merger is duly executed and filed with the Secretary of State of the State of Delaware in accordance with the DGCL on the closing date, and the merger shall become effective at the time set forth in the certificate of merger, which shall be between 4:30 p.m. and 11:59 p.m. Eastern time on the closing date. The closing date will occur on the day that is three business days following the satisfaction or waiver (to the extent permitted under applicable law and the terms of the Merger Agreement) of the conditions to the completion of the merger (other than those conditions that by their nature are to be satisfied at the closing, but subject to the satisfaction or waiver of such conditions) described under The Merger Agreement Conditions to the Merger, or such other date as BioMimetic and Wright may agree in writing.

**Merger Consideration**

Each share of BioMimetic common stock issued and outstanding immediately prior to the completion of the merger, other than shares held by stockholders who have properly exercised appraisal rights with respect to such shares in accordance with Section 262 of the DGCL, referred to as dissenting shares, and shares held in the treasury of BioMimetic or owned by Wright, merger sub or any other subsidiary of BioMimetic or Wright, referred to as excluded shares, will be converted in the merger into the right to receive the following consideration, without interest (1) \$1.50 in cash; (2) 0.2482 of a share of common stock of Wright; and (3) one CVR, issued by Wright subject to, and in accordance with, the CVR Agreement. The consideration for the merger described in clauses (1) and (2) is subject to adjustment, if necessary, under the Merger Agreement in relation to certain provisions of the NASDAQ Marketplace Rules, as described in the following paragraph.

If the aggregate number of shares of Wright common stock that would be issued pursuant to the merger, *plus* the number of shares of Wright common stock underlying BioMimetic stock options assumed by Wright (described under The Merger Agreement Treatment of BioMimetic Stock Options, ) would exceed 19.99% of the outstanding shares or voting power of Wright common stock as of the completion of the merger, referred to

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as the 19.99% threshold, then the exchange ratio of 0.2482 will be decreased so that the number of shares of Wright common stock issued as part of the merger consideration *plus* the number of shares of Wright common stock underlying BioMimetic stock options assumed by Wright pursuant to the Merger Agreement satisfies the 19.99% threshold, and each issued and outstanding share of BioMimetic common stock (other than dissenting shares and excluded shares) shall have the right to receive the Additional Cash (as defined herein on page 123).

The exchange ratio of 0.2482 and the merger consideration will also be equitably adjusted to reflect the effect of any stock split, reverse stock split, stock dividend, reclassification, recapitalization, split-up, combination, exchange of shares or other similar transaction with respect to Wright common stock or BioMimetic common stock or any change in the number of shares of Wright common stock represented by a share of Wright common stock.

### *Treasury Shares; Shares Owned by Wright*

Immediately prior to the completion of the merger, each share of BioMimetic common stock (i) held as a treasury share by BioMimetic, (ii) owned of record by any subsidiary of BioMimetic, or (iii) owned of record by Wright, merger sub or any other subsidiary of Wright will, in each case, be cancelled and cease to exist, and the merger consideration will not be delivered in exchange for those shares.

### **Dissenting Shares**

Shares of BioMimetic common stock held by any stockholder who properly demands appraisal with respect to such shares in compliance with Section 262 of the DGCL will not be converted into the right to receive the merger consideration, and holders of such shares will be entitled to receive payment of the value of such shares determined in accordance with the applicable provisions of the DGCL and as further described in the section entitled Rights of Stockholders to Seek Appraisal. However, if, after the completion of the merger, any holder of dissenting shares fails to perfect or effectively withdraws or loses its right to appraisal and payment under the DGCL, the shares of BioMimetic common stock held by that stockholder that were dissenting shares will be treated as if they had been converted into the right to receive the merger consideration, without any interest thereon.

### **Treatment of BioMimetic Stock Options**

Prior to the completion of the merger, each holder of a stock option, will be permitted to elect for all or any portion of such stock option to be exercised for cash or on a net basis. A net exercise may be effected by agreeing to exchange the shares of BioMimetic common stock subject to such stock option being exercised, and, in connection with such exchange, relinquish a portion of the merger consideration otherwise payable pursuant to such shares equal to the quotient obtained by dividing:

the sum of the per share exercise price of the stock option and the per share amount of any required withholdings with respect to the exercise of such stock option, *by*

the estimated per share value of the merger consideration, which will be determined (solely for purposes of effectuating the net exercises contemplated above) by agreement of Wright and BioMimetic reasonably in advance of the closing date.

At the completion of the merger, any such stock option, whether vested or unvested, that is not exercised will be assumed by Wright and converted into an option to acquire the number of shares of Wright common stock (rounded to the nearest whole share) equal to the product of:

the number of shares of BioMimetic common stock subject to such stock option immediately prior to the completion of the merger, *and*

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an amount equal to the lesser of (i) 0.5558, or (ii) the sum of (x) the exchange ratio of 0.2482 *plus* (y) the quotient obtained by dividing (1) \$6.20 by (2) the volume weighted average price paid per share of Wright common stock for the 10 most recent days that the Wright common stock traded on The NASDAQ Global Select Market ending on the last full trading day immediately prior to the closing date, which formula is referred to as the option exchange ratio.

Furthermore, the new per share exercise price for each stock option assumed by Wright (which price per share will be rounded to the nearest whole cent) will equal the per share exercise price of the corresponding stock option assumed by Wright immediately prior to the completion of the merger divided by the option exchange ratio.

The option exchange ratio is intended to reflect a reasonable method for determining the fair market value of the shares of BioMimetic common stock subject to the stock options under relevant treasury regulations. Except as otherwise provided above, each stock option that is assumed by Wright and converted into an option to purchase shares of Wright common stock will be subject to the same terms and conditions as applicable to the corresponding BioMimetic stock option immediately prior to the completion of the merger.

### **Fractional Shares**

Wright will not issue any fractional shares of Wright common stock in connection with the merger. Instead, each holder of BioMimetic common stock who would otherwise be entitled to receive a fractional share of Wright common stock will receive cash, without interest, rounded to the nearest cent, in an amount equal to the product of: (i) the fractional share to which such holder would otherwise be entitled to receive and (ii) the average of the closing sale prices of Wright common stock on The NASDAQ Global Select Market for each of the 10 most recent trading days ending with the last trading day prior to the closing date.

### **Payment and Exchange Procedures**

Prior to the completion of the merger, Wright will designate a bank, trust company or transfer agent reasonably acceptable to BioMimetic to act as agent, referred to as the exchange agent, for the holders of shares of BioMimetic common stock to receive the merger consideration. At or prior to the completion of the merger, Wright or merger sub will deposit with the exchange agent: (1) shares of Wright common stock; (2) cash; and (3) CVR certificates representing the aggregate number of CVRs, each in the amount issuable or payable as aggregate merger consideration. The aggregate amount described in clauses (1), (2) and (3) is referred to as the exchange fund.

As soon as reasonably practicable after the completion of the merger, and in any event within five business days after the closing date, the exchange agent will mail to each holder of record of BioMimetic common stock, a letter of transmittal (which will specify that the delivery will be effected, and risk of loss and title will pass, only upon actual delivery of the certificates of BioMimetic common stock or evidence of the book-entry shares of BioMimetic common stock) and instructions for use in surrendering the certificates or transferring the book-entry shares in exchange for the merger consideration.

Upon surrender of a certificate of BioMimetic common stock (or effective affidavit of loss in lieu thereof) or evidence of book-entry shares of BioMimetic common stock, together with a letter of transmittal duly executed and in proper form, the holder of such certificate or book-entry shares will be entitled to receive the merger consideration pursuant to the Merger Agreement (after giving effect to any required tax withholdings). The surrendered certificates of BioMimetic common stock and the book-entry shares will then be cancelled and retired. No interest will be paid or will accrue on the merger consideration upon the surrender of any certificate of BioMimetic common stock or book-entry shares of BioMimetic common stock.

If a transfer of ownership of BioMimetic common stock is not registered in the transfer records of BioMimetic, payment may be made to a person other than the person in whose name the surrendered certificate

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of BioMimetic common stock or book-entry shares of BioMimetic common stock is registered, if such certificate or evidence of book-entry shares is presented to the exchange agent with all the documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid or are not applicable.

Any portion of the exchange fund that remains unclaimed by the holders of BioMimetic common stock one year after the completion of the merger will be delivered to, and become the property of, Wright, sister subsidiary or another affiliate of Wright as may be designated by Wright or sister subsidiary, at such time. Thereafter, former holders of BioMimetic common stock will only look to Wright or sister subsidiary as a general unsecured creditor for payment of the merger consideration payable to them pursuant to the Merger Agreement, without interest.

## **Representations and Warranties**

The Merger Agreement contains representations and warranties which the parties made to each other. The statements embodied in those representations and warranties were made for purposes of the contract between the parties and are subject to qualifications and limitations agreed to by the parties in connection with negotiating the terms of that contract. Certain representations and warranties were made as of the date of the Merger Agreement (or other date specified in the Merger Agreement), may be subject to contractual standards of materiality different from those generally applicable to stockholders or may have been used for the purpose of allocating risk between the parties rather than establishing matters of fact. In addition, the representations and warranties are qualified by information in a confidential disclosure letter that BioMimetic provided to Wright, and in a confidential disclosure letter that Wright provided to BioMimetic, in each case, in connection with signing the Merger Agreement. Accordingly, you should not rely on the representations and warranties as characterizations of the actual state of facts, since they are qualified as described above. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Merger Agreement, and these changes may or may not be fully reflected in our public disclosures. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding BioMimetic, Wright and the merger that is contained in this proxy statement/prospectus as well as in the filings that BioMimetic and Wright make and have made with the SEC. The representations and warranties contained in the Merger Agreement may or may not have been accurate as of the date they were made and no assertion is made that they are accurate as of the date of this proxy statement/prospectus.

In the Merger Agreement, BioMimetic made various representations and warranties that are subject, in some cases, to specified exceptions and qualifications. BioMimetic's representations and warranties relate to, among other things:

BioMimetic's and its subsidiaries' organization, good standing, and qualification to do business;

BioMimetic's capitalization, including the particular number of outstanding shares of BioMimetic common stock, stock options and BioMimetic's equity interest in its subsidiaries;

BioMimetic's corporate power and authority to enter into the Merger Agreement and to complete the merger and the transactions contemplated by the Merger Agreement;

the execution and delivery of the Merger Agreement by BioMimetic;

the enforceability of the Merger Agreement against BioMimetic;

the approval and authorization by the BioMimetic Board of the Merger Agreement, the merger and the other transactions contemplated by the Merger Agreement;

the required registrations, consents, notices or other filings of or from governmental entities in connection with the Merger Agreement, the merger and the other transactions contemplated by the Merger Agreement;



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the absence of any breach or violation of BioMimetic's or its subsidiaries' governing documents or agreements as a result of the execution and delivery of the Merger Agreement and completion of the merger;

BioMimetic's filings with the SEC since December 31, 2009, including financial statements, Sarbanes-Oxley certifications, absence of complaints regarding accounting practices, and controls over financial reporting;

BioMimetic's independent auditor;

BioMimetic's compliance with listing and corporate governance rules and regulations of The NASDAQ Global Market;

information supplied by BioMimetic for inclusion or incorporation by reference in this document;

the absence of certain undisclosed liabilities;

the conduct of BioMimetic and its subsidiaries with regard to their operations and the absence of certain events, including a BioMimetic material adverse effect, since June 30, 2012;

the absence of legal proceedings and orders;

employee benefit plans and ERISA matters;

BioMimetic's and its subsidiaries' permits and compliance with applicable laws, including anti-corruption and anti-bribery laws;

regulatory issues related to the FDA and similar governmental entities;

the inapplicability of takeover statutes;

environmental matters;

tax matters;

labor matters;

intellectual property matters;

owned and leased real property;

material contracts and performance of obligations thereunder;

the absence of product liability claims;

insurance coverage;

the vote required by holders of BioMimetic common stock to approve the Merger Agreement or consummate the transactions contemplated by the Merger Agreement;

suppliers to BioMimetic;

the absence of related-party transactions;

the absence of undisclosed broker's fees; and

receipt by the BioMimetic Board of a fairness opinion from Goldman Sachs.

The representations and warranties of BioMimetic will not survive the completion of the merger or the termination of the Merger Agreement.

Many of BioMimetic's representations and warranties are qualified by reference to a BioMimetic material adverse effect standard; that is, such representations and warranties will not be deemed to be untrue or incorrect unless their failure to be true and correct, individually or in the aggregate, would reasonably be expected to have

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a BioMimetic material adverse effect. For purposes of the Merger Agreement, a BioMimetic material adverse effect means any event, change, circumstance, effect, development or state of facts that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on the business condition (financial or otherwise), assets, liabilities or results of operations of BioMimetic and its subsidiaries taken as a whole. However, no event, change, circumstance, effect, development or state of facts resulting from or arising out of the following will be deemed to constitute a BioMimetic material adverse effect:

any change in applicable law or U.S. GAAP after November 19, 2012;

general changes in the U.S. or foreign economies or capital markets;

changes in general conditions arising after November 19, 2012 affecting the industry in which BioMimetic operates;

natural disasters, acts of war, terrorism or other force majeure events in the U.S.;

the public announcement or pendency of the Merger Agreement;

any litigation brought by any current or former BioMimetic stockholders against BioMimetic and/or the BioMimetic Board relating to the Merger Agreement or the merger;

any failure by BioMimetic to meet analysts' estimates, internal or external projections or forecasts of revenues, earnings or other financial or business metrics in and of itself (as opposed to the underlying causes);

any decline in the market price or change in the trading volume (as opposed to the underlying cause of any such decline) of BioMimetic's common stock; or

an adverse FDA event, as described below; except that the first, second and third bullets above will not be applicable to the extent that any such effects have a materially disproportionate impact on BioMimetic and its subsidiaries, taken as a whole, relative to other companies in the same industry as BioMimetic.

In the Merger Agreement, Wright, merger sub and sister subsidiary also made various representations and warranties that are subject, in some cases, to specified exceptions and qualifications. Wright's, merger sub's and sister subsidiary's representations and warranties relate to, among other things:

Wright's, merger sub's and sister subsidiary's organization, good standing, and qualification to do business;

Wright's capitalization, including the particular number of outstanding shares of Wright common stock and stock options;

Wright's equity interest in merger sub and sister subsidiary and the operations of merger sub and sister subsidiary;

Wright, merger subs and sister subsidiary's corporate or limited liability company power and authority to enter into the Merger Agreement and to complete the merger and the transactions contemplated by the Merger Agreement;

the execution and delivery of the Merger Agreement by each of Wright, merger sub and sister subsidiary;

the enforceability of the Merger Agreement against Wright, merger sub and sister subsidiary;

the approval and authorization by the board of directors (or other governing body) of Wright, merger sub, and sister subsidiary of the Merger Agreement, the merger and the other transactions contemplated by the Merger Agreement;

the required registrations, consents, notices or other filings of or from governmental entities in connection with the Merger Agreement, the merger and the other transactions contemplated by the Merger Agreement;

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the absence of any breach or violation of Wright's or its subsidiaries' governing documents, applicable law or certain agreements as a result of the execution and delivery of the Merger Agreement and the completion of the merger;

Wright's filings with the SEC since December 31, 2009, including financial statements, Sarbanes-Oxley certifications, and controls over financial reporting;

Wright's independent auditors;

Wright's compliance with listing and corporate governance rules and regulations of The NASDAQ Global Select Market;

information supplied by Wright for inclusion or incorporation by reference in this document;

the absence of certain undisclosed liabilities;

the conduct of Wright and its subsidiaries with regard to their operations and the absence of a Wright material adverse effect, since June 30, 2012;

the absence of legal proceedings and orders;

Wright's and its subsidiaries' permits and compliance with applicable laws;

tax matters;

intellectual property matters;

title to property and assets;

insurance coverage;

the absence of undisclosed broker's fees;

Wright's ability to pay the merger consideration at the completion of the merger;

ownership by Wright or any affiliates of Wright of any shares of BioMimetic common stock for the three-year period prior to November 19, 2012; and

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no vote of the holders of Wright common stock is required to approve the Merger Agreement or to consummate the transactions contemplated by the Merger Agreement.

The representations and warranties of Wright, merger sub and sister subsidiary do not survive the completion of the merger or the termination of the Merger Agreement.

Some of Wright's representations and warranties are qualified by reference to a Wright material adverse effect standard; that is, such representations and warranties will not be deemed to be untrue or incorrect unless their failure to be true and correct, individually or in the aggregate, would reasonably be expected to have a Wright material adverse effect. For purposes of the Merger Agreement, a Wright material adverse effect means any event, change, circumstance, effect, development or state of facts that, individually or in the aggregate, (x) has or would reasonably be expected to have a material adverse effect on the business condition (financial or otherwise), assets, liabilities, properties or results of operations of Wright and its subsidiaries taken as a whole or (y) prevents, materially delays or materially impairs the ability of Wright or merger sub to consummate the transactions contemplated by the Merger Agreement. However, no event, change, circumstance, effect, development or state of facts resulting from or arising out of the following will be deemed to constitute a Wright material adverse effect as described in clause (x) above:

any change in applicable law or U.S. GAAP after November 19, 2012;

general changes in the U.S. or foreign economies or capital markets;

changes in general conditions arising after November 19, 2012 affecting the industry in which Wright operates;

natural disasters, acts of war, terrorism or other force majeure events;

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the public announcement or pendency of the Merger Agreement;

any litigation brought by any current or former stockholders of Wright against Wright and/or the Wright Board relating to the Merger Agreement or the merger;

any failure by Wright to meet analysts' estimates, internal or external projections or forecasts of revenues, earnings or other financial or business metrics in and of itself (as opposed to the underlying causes); or

any decline in the market price or change in the trading volume (as opposed to the underlying cause of any such decline) of Wright's common stock;

except that the first, second and third bullets above will not be applicable to the extent that any such effects have a disproportionate impact on Wright and its subsidiaries, taken as a whole, as compared to other companies in the same industry as Wright.

**Conduct of BioMimetic's Business Pending the Merger**

Under the Merger Agreement, BioMimetic has agreed that, subject to specified exceptions or unless consented to in writing by Wright (which consent will not be unreasonably withheld, delayed or conditioned) or required by applicable law, between the date of the Merger Agreement and the earlier of the completion of the merger and the date on which the Merger Agreement is terminated, BioMimetic will, and will cause each of its subsidiaries to:

carry on their respective businesses in the ordinary course of business consistent with past practice;

use reasonable best efforts to preserve its business organization;

use reasonable best efforts to maintain its existing relations and goodwill with customers, suppliers and others having business dealings with it;

maintain insurance with financially responsible insurance companies in such amounts and against such risks and losses consistent with the insurance maintained by BioMimetic and its subsidiaries as of November 19, 2012;

file all material tax returns and pay all material taxes due and payable; and

promptly notify Wright of any action, suit, proceeding, investigation, audit or claim initiated or pending against or with respect to BioMimetic or any of its subsidiaries where there is a reasonable possibility of a determination that would reasonably be likely to have a BioMimetic material adverse effect on BioMimetic or its subsidiaries.

BioMimetic has also agreed that, between the date of the Merger Agreement and the earlier of the completion of the merger and the date on which the Merger Agreement is terminated, subject to specified exceptions, it will not, and will cause each of its subsidiaries not to, without the prior written consent of Wright (which consent will not be unreasonably withheld, delayed or conditioned):

amend its certificate of incorporation, bylaws or other organizational documents;

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split, combine or reclassify any of its capital stock; declare, set aside or pay any dividends; or repurchase, redeem or acquire any shares of its capital stock or any securities convertible into shares of its capital stock;

enter into any agreement with respect to the sale, voting, pledge, encumbrance, disposition, acquisition, transfer registration or repurchase of its capital stock or such securities or other rights;

register for sale or transfer any capital stock under the Securities Act on behalf of BioMimetic or any other person;

issue, sell, pledge, dispose of or encumber any shares of its capital stock, other equity securities or any securities convertible into any such shares of its capital stock (other than the issuance of shares of BioMimetic common stock upon the exercise of the stock options outstanding as of November 19, 2012);

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transfer, lease, license, dispose of or encumber any of the assets of BioMimetic that have a value in excess of \$100,000 in the aggregate, except sales of inventory in the ordinary course of business;

make any acquisition of or investment in assets or stock in any transaction or series of transactions in excess of \$100,000 in the aggregate in any calendar year;

enter into, modify or terminate any material agreement or waive, release, relinquish or assign any material agreement;

enter into, modify or terminate any agreement with any healthcare provider to BioMimetic or its subsidiaries;

adopt a plan of liquidation, dissolution, recapitalization or reorganization or accelerate or delay collection of notes or accounts receivable in advance of or beyond their regular due dates, other than in the ordinary course of business;

terminate, establish, adopt, enter into, make any new grants or awards of stock based compensation or other benefits under, amend or otherwise modify, any stock option or equity incentive plans, employee benefit plans or employment agreements or increase the salary, wage, bonus or other compensation of any employee of BioMimetic or its subsidiaries, except for (1) salary or wage increases for employees of less than four percent of the current salary or wage of such employee that occurs in the ordinary course of business consistent with past practice and associated with periodic reviews, (2) cash or equity incentive bonuses for 2012 granted and paid in the ordinary course of business and consistent with past practice and not exceeding a specified amount, (3) actions necessary to satisfy applicable law or existing agreements, or (4) in connection with retention agreements entered into with an aggregate value of up to \$3,100,000;

(1) grant, transfer, dispose of, amend, modify or permit to lapse any right, title or interest to, any intellectual property or encumber, impair, abandon, fail to diligently maintain, transfer or otherwise dispose of any right, title or interest in material owned or exclusively licensed intellectual property of BioMimetic; or (2) divulge, furnish or make accessible any trade secret to any third party;

except as may be required by applicable law or U.S. GAAP, change any accounting principle, practice or method in any manner;

make any material tax election or settle or compromise any material tax liability;

enter into any agreement that (1) limits the ability of BioMimetic or any of its subsidiaries to compete with any other person, acquire any product or other asset or any services from any other person, develop, sell, supply, distribute, offer, support or service any product or any technology or other asset to from any other person or transact business or deal in any other manner with any other person; or (2) provides for the making of any payment as a result of the merger, would result in the occurrence of a change in the rights or obligations of BioMimetic, any of its subsidiaries or any counterparty thereto as a result of the merger or would prevent or delay the merger;

commence or consent to a settlement, release or forgiveness of, or the entry of any judgment arising from, any litigation claim, unless such settlement or claim involves less than \$250,000 as its sole remedy;

incur, assume, or guarantee any indebtedness, excluding short-term and trade indebtedness;

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make any loans, advances or capital contributions to, or investments in any other person (other than to BioMimetic or a subsidiary);

agree to any material changes to a premarket approval, clinical trial or other application request pending with the FDA or other governmental entity;

incur any capital expenditures or obligations in respect of capital expenditures in excess of \$100,000 in the aggregate above the capital expenditure budget provided to Wright;

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enter into any agreement with any officer, director or affiliate (unless expressly permitted by the Merger Agreement) or make any material payment to any officer, director or affiliate (except pursuant to the terms of an existing agreement or for the reimbursement of reasonable expenses);

adopt or enter into a stockholder rights agreement or poison pill;

enter into a new line of business; or

authorize or enter into an agreement to do of the foregoing.

**Conduct of Wright's Business Pending the Merger**

Under the Merger Agreement, Wright has agreed that, subject to specified exceptions or unless consented to in writing by BioMimetic (which consent will not be unreasonably withheld, delayed or conditioned) or required by applicable law, between the date of the Merger Agreement and the earlier of the completion of the merger and the date on which the Merger Agreement is terminated, Wright will, and will cause each of its subsidiaries to:

use their respective reasonable best efforts to preserve its business organization intact and maintain its existing relations and goodwill with customers, suppliers and others having business dealings with it; and

use their reasonable best efforts to maintain and keep material properties and assets in good repair and maintain in effect all material governmental permits.

Wright has also agreed that, between the date of the Merger Agreement and the earlier of the completion of the merger and the date on which the Merger Agreement is terminated, subject to specified exceptions, it will not, and will cause each of its subsidiaries not to, without the prior written consent of BioMimetic (which consent will not be unreasonably withheld, delayed or conditioned):

amend its certificate of incorporation, bylaws or other organizational documents except for such amendments that would not prevent or materially impair the Merger Agreement;

declare, set aside or pay any dividends or make any distributions of capital stock;

split, combine or reclassify its outstanding shares of capital stock without adjusting the merger consideration;

authorize or issue additional shares or new classes of stock except in connection with the exercise of stock options in the ordinary course of business or in connection with grants of equity compensation to its employees, officers, directors and consultants in the ordinary course of its business;

repurchase, redeem or acquire any shares of its capital stock or any securities convertible into or exchangeable or exercisable for any share of its capital stock;

adopt a plan of liquidation or dissolution;

incur, assume or guarantee any indebtedness in excess of \$100,000,000;

make any acquisition of or investment in assets or stock for an aggregate purchase price or prices (including the assumption of any debt) in excess of \$100,000,000 in the aggregate in any calendar year (provided that in no event may Wright enter into any such acquisition or investment that, alone or together with all other acquisition or investments, would reasonably be likely to materially delay or prevent the merger);

enter into a new line of business that is (or is likely to be) material to Wright and materially different from its existing business;

acquire any shares of BioMimetic common stock;

take any action that would reasonably be expected to materially delay, impair or prevent the merger; or

authorize or enter into an agreement to do any of the foregoing.

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**Registration Statement and Proxy Statement/Prospectus**

As promptly as practicable after the date of the Merger Agreement (but in any event within 20 business days), Wright and BioMimetic agreed to cooperate in preparing and filing with the SEC mutually acceptable proxy materials, of which this proxy statement/prospectus forms a part, and Wright agreed to use its reasonable best efforts if required by applicable law, to have the CVR Agreement become qualified under the Trust Indenture Act. Each of Wright and BioMimetic agreed to provide promptly to the other such information that in the reasonable judgment of the providing party may be required or appropriate for inclusion in this proxy statement/prospectus. Each of Wright and BioMimetic agreed to notify the other promptly of the receipt of any written or oral comments from the SEC or its staff and of any request by the SEC or its staff for amendments or supplements to the registration statement or this proxy statement/prospectus or for additional information and to supply the other parties with copies of all correspondence between such party or any of its representatives, on the one hand, and the SEC or its staff, on the other hand, with respect to the registration statement or this proxy statement/prospectus.

After the time that the registration statement becomes effective, each of Wright and BioMimetic will promptly advise the other parties of the issuance of any stop order or the suspension of the qualification of the shares of Wright common stock and CVRs issuable in connection with the merger. If, prior to the completion of the merger, information relating to any party or any of their respective affiliates is discovered by Wright or BioMimetic that should be set forth in an amendment or supplement to any of the registration statement or this proxy statement/prospectus so that they would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party discovering this information will promptly notify the other party and the parties will cause an appropriate amendment or supplement describing this information to be promptly filed with the SEC and, to the extent required by applicable law, disseminated to the stockholders of Wright and BioMimetic.

**Restrictions on Solicitations of Third Party Acquisition Proposals**

After the date of the Merger Agreement and until the completion of the merger, subject to certain exceptions described below, BioMimetic has agreed that it will not (and has agreed to use its reasonably best efforts to cause its affiliates and subsidiaries and its representatives and the representatives of its affiliates and subsidiaries not to):

initiate or knowingly solicit or encourage the making of any inquiry regarding, or any proposal or offer with respect to (1) any merger, reorganization, share exchange, business combination, recapitalization, consolidation, liquidation, dissolution or similar transaction; (2) any sale, lease, exchange, mortgage, pledge, transfer or purchase of the assets representing 20% or more of the value of BioMimetic and its subsidiaries, taken as a whole; or (3) any purchase or sale of, or tender offer or exchange offer for 20% or more of the voting power of BioMimetic common stock (each proposal or offer described in clauses (1), (2) and (3) is referred to as an acquisition proposal);

participate in or engage in negotiations concerning, or provide any non-public information to any third party with respect to an acquisition proposal, or solicit or encourage the implementation of an acquisition proposal;

withdraw, amend or modify, or publicly propose to withdraw, amend or modify the BioMimetic Board recommendation of the merger;

approve, recommend, endorse, or resolve to approve, recommend or endorse an acquisition proposal;

enter into any letter of intent or similar document contemplating, or enter into any agreement with respect to, an acquisition proposal; or

publicly announce the intention to take any of the foregoing actions.

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BioMimetic is obligated to (and will direct and use its reasonable best efforts to cause its subsidiaries and affiliates and its representatives and the representatives of its affiliates and subsidiaries to) immediately cease any existing discussions or negotiations with any third party conducted prior to the date of the Merger Agreement with respect to any actual or potential acquisition proposal.

Notwithstanding the no shop restrictions described above, prior to the date on which stockholder approval for the merger is obtained, BioMimetic has the right to, and may authorize its representatives to, (1) provide information in response to a request by a person who has made an unsolicited bona fide written acquisition proposal pursuant to a customary confidentiality agreement with terms and conditions that are no less favorable to BioMimetic than those of the confidentiality agreement between BioMimetic and Wright Medical Technology, Inc., dated as of October 3, 2010, as amended (and provided that such confidentiality agreement may not include any provision granting any such person an exclusive right to negotiate with BioMimetic); and/or (2) engage in discussions or negotiations with such a third party and its representatives with respect to such acquisition proposal, if:

BioMimetic has not intentionally and materially breached its no shop obligations;

the BioMimetic Board determines in good faith (after consultation with BioMimetic's financial advisor and outside legal counsel) that the acquisition proposal either constitutes a superior proposal (which is defined below) or is likely to result in a superior proposal; and

the BioMimetic Board determines in good faith (after consultation with BioMimetic's financial advisor and outside legal counsel) that failure to take such action would be inconsistent with its fiduciary duties to its stockholders under Delaware law.

BioMimetic has agreed to promptly (and in any event within one business day) notify Wright in writing after receipt of any acquisition proposal or the existence of any proposal, discussion or request for information, and any terms and conditions of the acquisition proposal. BioMimetic shall also promptly (and in any event within one business day of receipt) provide Wright copies of any written materials received by BioMimetic in connection with the acquisition proposal and the identity of the person making the acquisition proposal.

A superior proposal as defined in the Merger Agreement means a written acquisition proposal that the BioMimetic Board determines in good faith (after consultation with BioMimetic's outside counsel and financial advisor), taking into account all of the terms and conditions of such proposal, including, among other things, all legal and financial aspects of the proposal and the third party making the proposals (i) to be more favorable to BioMimetic stockholders from a financial point of view than the merger and any revised terms irrevocably proposed by Wright and (ii) is as reasonably likely to be consummated without undue delay in accordance with its terms, taking into account all legal, financial, regulatory and other aspects to the proposal as compared to the merger and any revised terms to the merger. For the purposes of the definition of superior proposal, the references to 20% or more in the definition of acquisition proposal are deemed to be references to 50% or more.

**Recommendation Withdrawal / Termination in connection with a Superior Proposal and Intervening Event**

***General***

The Merger Agreement requires BioMimetic to take, in accordance with applicable law and its organizational documents, all action necessary to convene a meeting of its stockholders as promptly as practicable after this proxy statement/prospectus is mailed to its stockholders for the purpose of voting upon the adoption of the Merger Agreement.

The BioMimetic Board will, subject to the provisions of the Merger Agreement, recommend to BioMimetic stockholders the adoption of the Merger Agreement in this proxy statement/prospectus and take all lawful action to solicit BioMimetic stockholder approval.

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Notwithstanding the foregoing, (1) if BioMimetic receives an acquisition proposal that the BioMimetic Board concludes in good faith (after consultation with its financial advisor and outside counsel) constitutes a superior proposal and if it determines in good faith after consultation with BioMimetic's financial advisor and outside legal counsel that failure to take such action would be inconsistent with its fiduciary duties to its stockholders under Delaware law; or (2) a material fact, event, change, development or set of circumstances occurs after the date of the Merger Agreement (that does not relate to any acquisition proposal) that was not known to or was not reasonably foreseeable by the BioMimetic Board as of or prior to the date of the Merger Agreement and the BioMimetic Board determines in good faith (after consultation with its financial advisor and outside counsel) that failure to take action would be inconsistent with its fiduciary duties to BioMimetic stockholders under Delaware law, then, in each case, the BioMimetic Board may at any time prior to the adoption of the Merger Agreement by BioMimetic stockholders:

withdraw, modify or amend, in a manner adverse to Wright, its recommendation that the BioMimetic stockholders adopt Merger Agreement; or

in the case of a superior proposal only, terminate the Merger Agreement to enter into a definitive agreement with respect to such superior proposal so long as BioMimetic pays the termination fee as described under Termination Fees Termination Fee Payable by BioMimetic in advance of, or concurrently with, such termination.

***Procedural Requirements***

BioMimetic may not terminate the Merger Agreement or withdraw, modify or amend the recommendation of the BioMimetic Board unless:

in the case of a termination or modified recommendation as a result of a superior proposal only, such superior proposal did not result from an intentional and material breach by BioMimetic of the obligations set forth above under Restrictions on Solicitations of Third Party Acquisition Proposals;

BioMimetic gives Wright at least three business days written notice (provided that there are three business days before the scheduled special meeting) of its intention to take such action and describes the terms and conditions with respect to a superior proposal or BioMimetic Board's basis and rationale for proposing to effect such withdrawal, modification or amendment with respect to an intervening event, as applicable; and

Wright does not, within such three-business day period, irrevocably undertake to make such adjustments to the Merger Agreement such that the acquisition proposal would no longer constitute a superior proposal or that would obviate the need for BioMimetic to make a recommendation change in the event of an intervening event, as applicable.

In connection with a termination of the Merger Agreement to pursue a superior proposal, BioMimetic will pay in full the termination fee described under Termination Fees Termination Fee Payable by BioMimetic in advance of, or concurrently with, the termination of the Merger Agreement.

BioMimetic also has agreed that, during the three-business day period described above, if Wright desires, BioMimetic and its representatives will negotiate in good faith with Wright and its representatives regarding any revisions to the terms of the Merger Agreement such that the acquisition proposal in question no longer constitutes a superior proposal or that would obviate the need for the BioMimetic Board to make a recommendation change in the event of an intervening event. In the event of any amendment to the amount or form of consideration of a superior proposal, BioMimetic has agreed to deliver a new notice to Wright, and Wright will have two business days to negotiate further adjustments to the Merger Agreement.

Nothing will prohibit BioMimetic or the BioMimetic Board from taking and disclosing to its stockholders a position contemplated by Rule 14d-9 or Rule 14e-2(a) promulgated under the Exchange Act. However, any



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public disclosure made by BioMimetic related to an acquisition proposal, other than a "stop, look and listen" communication of the type contemplated by Section 14d-9(f) of the Exchange Act, shall constitute a change of the BioMimetic Board's recommendation unless the BioMimetic Board publicly reaffirms its board recommendation in favor of the merger in that communication.

### **Efforts to Consummate the Merger and Other Covenants**

#### ***General***

Pursuant to the Merger Agreement, Wright, merger sub, sister subsidiary and BioMimetic agreed to use their reasonable best efforts to complete, in the most expeditious manner practicable, the merger and the other transactions contemplated by the Merger Agreement including:

obtaining the consents and making the registrations required under the Merger Agreement;

defending any lawsuits or other legal proceedings challenging the Merger Agreement or the completion of the merger;

obtaining all material third party consents, waivers and approvals required to be obtained in connection with the consummation of the Merger Agreement; and

executing and delivering any additional instruments necessary to complete the merger and to fully carry out the purposes of the Merger Agreement.

#### ***Antitrust***

Under the Merger Agreement, BioMimetic and Wright have agreed to use their reasonable best efforts to obtain all regulatory clearances necessary to complete, in the most expeditious manner practicable, the merger. On December 4, 2012, BioMimetic and Wright filed the appropriate pre-merger notification forms under the HSR Act with the FTC, and the Antitrust Division. Wright and BioMimetic received confirmation of early termination of the initial waiting period under the HSR Act, effective as of December 14, 2012.

Wright, merger sub, and BioMimetic will notify the other party promptly after receipt of (1) any comments from any governmental official in connection with its HSR or other governmental filings; and (2) any request by any governmental official for amendments or supplements to any filings made pursuant to, or information provided to comply in all material respects with, applicable law. Furthermore, if an event occurs that is required to be included in an amendment or supplement to the HSR or other governmental filing Wright, merger sub, or BioMimetic, as the case may be, will promptly inform the other party of that occurrence and cooperate in filing with the applicable governmental entity the amendment or supplement. Subject to certain exceptions specified in the Merger Agreement, Wright and BioMimetic will use their reasonable best efforts to collaborate in reviewing and commenting on in advance, and to consult the other on, information relating to Wright or BioMimetic, as the case may be, and any of their respective subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental entity in connection with the merger.

Nothing contained in the Merger Agreement requires Wright or any its subsidiaries or affiliates to agree to any divestiture, by itself or any of its affiliates or subsidiaries, of shares of capital stock or of any business, assets or property of Wright or its subsidiaries or affiliates, or of BioMimetic, or the imposition of any limitation on the ability of Wright or any its subsidiaries or affiliates to conduct their respective businesses or to own or exercise control of such assets, properties and stock.

#### ***Stockholder Adoption of the Merger Agreement***

The Merger Agreement requires BioMimetic to take, in accordance with applicable law and its organizational documents, all action necessary to convene a meeting of its stockholders as promptly as practicable after this proxy statement/prospectus is mailed to its stockholders for the purpose of voting upon the adoption of the Merger Agreement.



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### ***CVR Agreement***

At or prior to the closing date, Wright will duly adopt, execute and deliver, and will use its reasonable best efforts to cause a duly qualified trustee to execute the CVR Agreement, subject to any reasonable revisions to the CVR Agreement that are required by such trustee.

### ***Listing of Stock and CVRs***

Wright will use its reasonable best efforts to cause the Wright common stock and the CVRs to be issued in connection with the merger to be approved for quotation on The NASDAQ Global Select Market or The NASDAQ Global Market.

### ***Stock Exchange Delisting; Deregistration of Stock***

Prior to the closing date, BioMimetic will cooperate with Wright and cause to be taken all actions reasonably necessary, under applicable laws and rules and policies of The NASDAQ Global Select Market to enable the delisting by the sister subsidiary of the BioMimetic common stock from The NASDAQ Global Select Market and the deregistration of the BioMimetic common stock under the Exchange Act as promptly as practicable after the completion of the merger.

### **Transaction Litigation**

BioMimetic has agreed to provide Wright or its counsel with prompt notice of, and copies of all pleadings and written correspondence relating to, any proceeding against BioMimetic, any of its subsidiaries, or any of their respective directors or officers by any stockholder of BioMimetic specifically relating to the merger. BioMimetic will give Wright the opportunity to participate in the defense, settlement, or compromise of any such proceeding, and no such settlement or compromise shall be agreed to without the prior written consent of Wright, which consent shall not be unreasonably withheld, conditioned, or delayed.

### **Employee Matters**

Wright has agreed to the following:

Until the first anniversary of the completion the merger, each BioMimetic employee will (1) be paid an annual base salary or base wages at a rate not lower than the rate in effect for that employee immediately prior to the completion the merger; and (2) be provided with incentive pay opportunities that are no less favorable than those provided to that employee immediately prior to the completion the merger.

Wright will pay each BioMimetic employee any unpaid portion of that employee's 2012 incentive bonus as promptly as practicable after the completion of the merger.

Until the first anniversary of the completion the merger, the current and former BioMimetic employees who are receiving benefits under BioMimetic's employee benefit plans immediately prior to the completion of the merger will continue to be provided with benefits under employee benefit plans that are no less favorable in the aggregate than, in the sole discretion of Wright, either (1) those currently provided by BioMimetic to those employees as of the closing date, subject to certain exceptions specified in the Merger Agreement; or (2) those provided by Wright to similarly situated employees.

Wright will cause service by affected BioMimetic employees to be taken into account for purposes of eligibility for benefit entitlements under Wright employee benefit plans, so long as such treatment does not result in a duplication of benefits.

Wright will use its reasonable best efforts to cause to be (1) waived any pre-existing condition limitations and any waiting-period limitations under welfare benefit plans, policies or practices of Wright in which BioMimetic employees participate; and (2) credited

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any deductibles, co-payment amounts and out-of-pocket expenses incurred by such employees and their beneficiaries and dependents during the portion of the calendar year prior to participation in the Wright employee benefit plans.

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BioMimetic has agreed to the following:

BioMimetic will take all actions necessary to terminate its 401(k) plan, effective no later than the day prior to the closing date, unless otherwise requested by Wright at least five business days prior to the closing date.

BioMimetic will use its reasonable best efforts, by action take no less than five business days prior to the closing date, to facilitate the exercise in full all of its outstanding stock options prior to the closing date, including by: (1) accelerating the vesting of all of its outstanding stock options, subject to its exercise either prior to the closing date or pursuant to an election to exercise the stock option on a net basis on the terms as described above in Treatment of BioMimetic Stock Options; (2) amending any stock option to allow its holder to direct BioMimetic to withhold that number of shares of BioMimetic common stock (or a corresponding portion of the merger consideration, as applicable) having an aggregate value equal to the sum of the aggregate exercise price of that stock option and, at the election of the holder, any withholdings required in connection with the exercise of that stock option; and (3) adopting all necessary resolutions, giving all timely notices, and obtaining all necessary approvals and consents.

BioMimetic will take all actions that are necessary to terminate each of its equity incentive plans, effective as of the completion of the merger.

**Directors and Officers Indemnification and Insurance**

Wright has agreed to indemnify each of BioMimetic's and its subsidiaries' current and former officers and directors against any costs or expenses (including reasonable attorneys' fees and expenses) arising out of matters existing at or prior to the completion of the merger (including the merger itself), as required pursuant to BioMimetic's and its subsidiaries' organizational documents and indemnity agreements existing as of the date of the Merger Agreement and disclosed to Wright. Wright will also advance reasonable and documented attorneys' fees and expenses as incurred as required pursuant to BioMimetic's existing indemnity agreements so long as the indemnitee to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that the indemnitee is not entitled to indemnification. Each of the persons entitled to indemnification is referred to as an indemnified party.

Wright has also agreed to cause the sister subsidiary to maintain, for a period of six years following the completion of the merger, an insurance and indemnification policy for the benefit of BioMimetic's officers and directors that provides coverage for acts and omissions occurring on or prior to the completion of the merger on terms with respect to coverage and in amounts no less favorable than those of BioMimetic's directors and officers' insurance policy in effect on the date of the Merger Agreement. The sister subsidiary is not required to pay an annual premium for such insurance policy in excess of 300% of the annual premium currently paid by BioMimetic for such coverage. Wright may also satisfy its insurance obligation by purchasing a tail policy for BioMimetic's existing directors' and officers' insurance policy which (1) has an effective term of six years from the completion of the merger; (2) covers each person currently covered by the BioMimetic's directors' and officers' insurance policy in effect on the date of the Merger Agreement for actions and omissions occurring on or prior to completion of the merger; and (3) contains terms with respect to coverage that are no less favorable than those of BioMimetic's directors' and officers' insurance policy in effect on the date of the Merger Agreement. Wright will not be required to pay a premium for the tail policy in excess of 300% of the annual premium currently paid by BioMimetic for such coverage, and if the premium for the insurance coverage exceeds 300% of such annual premium, Wright will be obligated to obtain a policy it believes has the greatest coverage available for a cost not exceeding that amount.

Furthermore, Wright has agreed to cause sister subsidiary to maintain in effect, for a period of six years from the completion of the merger, provisions in its limited liability company agreement providing for exculpation of director and officer liability and indemnification on the same basis as set forth in the bylaws of

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BioMimetic, as amended, referred to as BioMimetic's bylaws in effect on the date of the Merger Agreement. These provisions will apply with respect to facts and circumstances occurring at or prior to the completion of the merger, to the fullest extent permitted by applicable law and Wright agrees to not make any changes to these provisions except changes permitted by applicable law or changes would increase the scope of the indemnified parties' indemnification rights under sister subsidiary's limited liability company agreement.

The rights of each indemnified party under the Merger Agreement are in addition to any rights such indemnified party may have under the certificate of incorporation, bylaws or other organizational documents of BioMimetic or its subsidiaries, under applicable law (including the DGCL) or under any other indemnification agreement with BioMimetic or its subsidiaries.

Pursuant to the Merger Agreement, if Wright, sister subsidiary or any of their respective successors or assigns consolidates with or merges into any other corporation or entity and is not the continuing or surviving corporation or entity of the consolidation or merger, or transfers all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each case, proper provisions will be made so that the successors and assigns of Wright or sister subsidiary, as applicable, will assume the indemnification obligations of Wright, sister subsidiary or any of their respective successors or assigns, as applicable, as set forth in the Merger Agreement.

### **Section 16 Matters**

Prior to the completion of the merger, Wright and BioMimetic will take all steps as may be required and permitted to cause the transactions contemplated by this agreement, including any dispositions of shares of BioMimetic common stock or acquisitions of Wright common stock by each individual who is or will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to BioMimetic to be exempt under Rule 16b-3 promulgated under the Exchange Act.

### **BioMimetic Board Designee to Wright Board; Board Observer**

Wright will take all actions reasonably necessary to (1) submit to its stockholders for approval at the next annual meeting of its stockholders an amendment to its current certificate of incorporation, as amended, to increase the size of the Wright Board to 10 directors; and (2) cause the Nominating, Compliance and Governance Committee of Wright to nominate as a director of the Wright Board for election (and recommend such election) by its stockholders at the 2013 annual meeting of its stockholders an individual named by the BioMimetic Board prior to the completion of the merger. The designated individual will be a current independent director on the BioMimetic Board and will be subject to the consent of Wright (which consent will not be unreasonably withheld). After the completion of the merger and until the 2013 annual meeting of Wright's stockholders, the BioMimetic Board designee will be entitled to attend all Wright Board meetings in a nonvoting observer capacity and receive copies of all materials provided to the Wright Board, at the same time and in the same manner that Wright provides to the members of the Wright Board, subject to certain limitations set forth in the Merger Agreement. BioMimetic and Wright currently contemplate that [ ] will be the BioMimetic Board designee to serve in the capacities described in this paragraph.

### **Tax-Free Reorganization**

Prior to the completion of the merger, Wright and BioMimetic will use their reasonable best efforts to cause the merger and the subsequent merger to qualify as a tax-free reorganization. Furthermore, Wright and BioMimetic will cooperate with each other and use their reasonable commercial efforts to obtain the opinion of Ropes & Gray, counsel to BioMimetic, and the opinion of WSGR, counsel to Wright, to the effect that the mergers will be treated for U.S. federal income tax purposes as a tax-free reorganization and that Wright, BioMimetic, merger sub and sister subsidiary will each be a party to that tax-free reorganization. It is not a condition to the completion of the merger that any tax opinion referenced in this paragraph is obtained by either Wright or BioMimetic or that the merger or the subsequent merger will qualify as a tax-free reorganization.

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### **Conditions to the Merger**

The respective obligation of each party to effect the merger is subject to the satisfaction or waiver on or prior to the completion of the merger, of the following conditions:

*Stockholder Approval.* The Merger Agreement must have been adopted by the holders of a majority of the outstanding shares of BioMimetic common stock.

*HSR Act.* The waiting period applicable to the merger under the HSR Act must have expired or been earlier terminated.

*No Injunctions.* No court or governmental entity enacted or issued any statute, law, decree, injunction or other order that enjoins or prohibits the completion of the merger and the transactions contemplated by the Merger Agreement.

*Registration Statement.* The registration statement of which this proxy statement/prospectus forms a part, must have been declared effective by the SEC and no stop order suspending the effectiveness of the registration statement will be in effect and no proceedings for such purpose will be pending before or threatened by the SEC.

Wright's, merger subs and sister subsidiary's obligation to effect the merger is subject to the satisfaction or waiver by Wright on or prior to the completion of the merger, of the following additional conditions:

*Representations and Warranties.* The representations and warranties of BioMimetic set forth in the Merger Agreement (other than certain representations and warranties of BioMimetic with respect to the capitalization of BioMimetic and certain other representations and warranties of BioMimetic with respect to its corporate authority, anti-takeover statutes, its stockholder vote for the merger and opinion of its financial advisor) must be true and correct on the date of the Merger Agreement and at the closing date as though made on and as of the closing date (except to the extent any representation and warranty speaks as of an earlier date, in which case the representation or warranty need only be true and correct as of that date), except where the failure of the representations and warranties to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a BioMimetic material adverse effect (without giving effect to any limitation of BioMimetic material adverse effect or any other materiality qualification contained in the representations and warranties of BioMimetic). The representations and warranties of BioMimetic with respect to the capitalization of BioMimetic will be true and correct within 100,000 shares of BioMimetic common stock as of the closing date as though made on and as of the closing date. Certain other representations and warranties of BioMimetic with respect to its corporate authority, anti-takeover statutes, its stockholder vote for the merger and opinion of its financial advisor will be true and correct in all material respects on the date of the Merger Agreement and as of the closing date as though made on and as of the closing date.

*Performance of Obligations.* BioMimetic shall have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the closing date.

*No BioMimetic Material Adverse Effect.* Since the date of the Merger Agreement, there must not have occurred any BioMimetic material adverse effect and no fact, event, circumstance, change or other event shall have occurred that, individually or in the aggregate, would reasonably be expected to have a BioMimetic material adverse effect.

*Legal Action.* No proceeding shall have been instituted or threatened against BioMimetic or Wright or any of their affiliates by a governmental entity which challenges the merger or, in the reasonable judgment of Wright, may (i) make the merger illegal, (ii) require Wright or merger sub to divest any portion of the business of Wright, any subsidiary of Wright, BioMimetic or any subsidiary of BioMimetic, (iii) impose any limitation on the ability of Wright or merger sub to effectively exercise full rights of ownership of the assets

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and properties of BioMimetic and its subsidiaries or (iv) otherwise delay, prohibit or restrict the merger or impair the contemplated benefits to Wright or to merger sub of any transaction contemplated by the Merger Agreement.

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BioMimetic's obligation to effect the merger is subject to the satisfaction or waiver by BioMimetic on or prior to the completion of the merger, of the following additional conditions:

*Representations and Warranties.* The representations and warranties of Wright and merger sub set forth in the Merger Agreement (other than certain representations and warranties with respect to the capitalization of Wright) must be true and correct on the date of the Merger Agreement and at the closing date as though made on and as of the closing date (except to the extent any representation and warranty speaks as of an earlier date, in which case the representation or warranty need only be true and correct as of that date), except where the failure of the representations and warranties to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Wright material adverse effect (without giving effect to any limitation of Wright material adverse effect or any other materiality qualification contained in the representations and warranties of Wright). The representations and warranties of Wright with respect to the capitalization of Wright will be true and correct within 100,000 shares of Wright common stock on the date of the Merger Agreement and as of the closing date as though made on and as of the closing date.

*Performance of Obligations.* Wright and merger sub must have performed, in all material respects, their respective obligations required to be performed by them under the Merger Agreement at or prior to the closing date.

*No Wright Material Adverse Effect.* Since the date of the Merger Agreement, there must not have occurred any Wright material adverse effect and no fact, event, circumstance, change or other event shall have occurred that, individually or in the aggregate, would reasonably be expected to have a Wright material adverse effect.

*CVR Agreement.* The CVR Agreement must have been duly executed and delivered by Wright and the trustee and be in full force and effect.

*Stock Exchange Listing.* The shares of Wright common stock being issued in the merger must have been approved for listing on The NASDAQ Global Select Market, subject to official notice of issuance. The CVRs to be issued in connection with the merger must have been approved for listing on The NASDAQ Global Select Market or The NASDAQ Global Market, subject to official notice of issuance.

## **Termination**

### ***Termination by Mutual Written Consent***

BioMimetic or Wright may terminate the Merger Agreement by mutual written consent at any time before the completion of the merger.

### ***Termination by Either BioMimetic or Wright***

Either BioMimetic or Wright may terminate the Merger Agreement if:

the completion of the merger has not occurred by May 15, 2013, the outside termination date specified in the Merger Agreement. However, the right to terminate the Merger Agreement on these grounds is not available to any party that has breached in any material respect its obligations under the Merger Agreement in any manner that caused the occurrence of the failure of the merger to be consummated;

BioMimetic stockholders do not vote to adopt the Merger Agreement at the special meeting (including any postponement or adjournment of the special meeting); or

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any order permanently restraining, enjoining or prohibiting consummation of the merger becomes final and non-appealable. However, the right to terminate the Merger Agreement on these grounds is not available to any party that breached in any material respect its obligations under the Merger Agreement in any manner that resulted in the issuance or imposition of such order.

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***Termination of the Merger Agreement by Wright***

Wright may terminate the Merger Agreement if:

the BioMimetic Board has failed to make, withdrawn, modified or amended, in a manner adverse to Wright, or publicly proposed to withdraw, modify or amend, in a manner adverse to Wright, the BioMimetic Board recommendation in favor of approval of the merger;

the BioMimetic Board has approved, endorsed or recommended any acquisition proposal;

the BioMimetic Board has approved, endorsed, recommended, permitted or not prevented BioMimetic or any of its subsidiaries to enter into, a merger agreement, acquisition agreement, purchase agreement or other similar agreement relating to an acquisition proposal or a letter of intent, an agreement in principle or an option agreement relating to an acquisition proposal;

the BioMimetic Board, upon request from Wright or merger sub, has failed to publicly reaffirm within two business days of such request (or in the event that the special meeting is scheduled to occur within such two business day period, prior to such meeting), the BioMimetic Board recommendation in favor of approval of the merger, so long as (1) prior to such request, (i) BioMimetic shall have received an acquisition proposal or public disclosure of a potential acquisition proposal has occurred (or has become publicly known); or (ii) facts, events, changes, developments or circumstances related to the potential FDA approval of Augment<sup>®</sup> Bone Graft (including any communications with the FDA related to the application for FDA approval of Augment<sup>®</sup> Bone Graft) have been publicly disclosed (or become publicly known) and (2) the BioMimetic Board shall not be required to make any such reaffirmation more than twice with respect to any such acquisition proposal or any FDA development;

a tender or exchange offer for the BioMimetic's securities has commenced and BioMimetic or the BioMimetic Board has failed to send to BioMimetic stockholders, within 10 business days after the commencement of any such tender or exchange offer, a statement that BioMimetic and the BioMimetic Board recommend that BioMimetic stockholders reject, and do not tender their shares of BioMimetic common stock in, such tender or exchange offer;

BioMimetic or any of its subsidiaries or affiliates or the BioMimetic Board has publicly announced BioMimetic's intention to do any of the foregoing;

BioMimetic materially and intentionally breached its obligations under the no shop restrictions of the Merger Agreement;

BioMimetic breaches any representation, warranty, covenant or agreement contained in the Merger Agreement (except the covenants relating to the no shop restrictions) such that a condition described in Conditions to the Merger relating to the accuracy of BioMimetic's representations and warranties or the performance of BioMimetic's obligations under the Merger Agreement would not be satisfied and that is not curable or, if curable by BioMimetic, is not cured by BioMimetic by the earlier of (1) 20 days after written notice of such breach is given by Wright to BioMimetic; or (2) the outside termination date specified in the Merger Agreement;

there has been a BioMimetic material adverse effect and such BioMimetic material adverse effect is not curable or, if curable, is not cured within 20 days after written notice is given by Wright to BioMimetic stating its intention to terminate the Merger Agreement and the basis for such termination; or

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an adverse FDA event as defined below has occurred.

With respect to the termination events set forth in the first six bullets, Wright is required to terminate the agreement within 20 days of the first to occur of any such events.

An adverse FDA event as defined in the Merger Agreement, means:

receipt by BioMimetic of an order from the FDA under the applicable regulation denying FDA approval of Augment® Bone Graft;

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if the FDA approves the Augment® Bone Graft pre-market approval submission but with a label that does not include at least the following indications: primary hindfoot and ankle fusions, with no black box warnings and with no limitations that would restrict the use of Augment® Bone Graft only to patients who are not suitable autograft candidates or patients who have failed an autograft procedure, referred to as the minimum indications;

if the FDA, in advance of approval and in any transmittal on FDA letterhead, dated, and signed by an FDA official, proposes a label for Augment® Bone Graft that does not include the minimum indications; or

if the FDA requires one or more additional clinical efficacy trials or requests additional information that cannot be derived from BioMimetic's completed clinical studies. A clinical efficacy trial excludes additional safety trials such as pharmacokinetic studies or other non-efficacy based endpoints that are reasonably capable of being performed in less than an 18-month period and additional information does not include information derived from such studies.

***Termination of the Merger Agreement by BioMimetic***

BioMimetic may terminate the Merger Agreement:

if Wright or merger sub breaches any representation, warranty, covenant or agreement contained in the Merger Agreement such that a condition described in Conditions to the Merger relating to the accuracy of Wright's or merger sub's representations and warranties or the performance of Wright's or merger sub's obligations under the Merger Agreement would not be satisfied and that is not curable or, if curable by Wright, is not cured by Wright by the earlier of (1) 20 days after written notice of such breach is given by BioMimetic to Wright; or (2) the outside termination date specified in the Merger Agreement;

in order to simultaneously enter into a definitive agreement with respect to a superior proposal in accordance with the provisions in the Merger Agreement relating to such superior proposal and BioMimetic pays the termination fee as described under Termination Fees Termination Fee Payable by BioMimetic in advance of, or concurrently with, such termination. BioMimetic may not terminate the Merger Agreement pursuant to this provision unless BioMimetic complies with its obligations set forth above under Recommendation Withdrawal/Termination in Connection with a Superior Proposal and Intervening Event Procedural Requirements with respect to such superior proposal; or

if there has been a Wright material adverse effect and such Wright material adverse effect is not curable or, if curable, is not cured within 20 days after written notice is given by BioMimetic to Wright stating its intention to terminate the Merger Agreement and the basis for such termination.

**Termination Fees**

***Termination Fee Payable by BioMimetic***

Under the Merger Agreement, BioMimetic is obligated to pay a termination fee of \$8.255 million to Wright if:

the Merger Agreement is terminated by Wright in circumstances described under the first seven bullets under the section entitled Termination Termination of the Merger Agreement by Wright, in which event the termination fee will be made within two business days after such termination;

either Wright or BioMimetic terminates the Merger Agreement because BioMimetic stockholders, at the special meeting or at any adjournment or postponement thereof at which the Merger Agreement was voted on, fail to adopt the Merger Agreement as described above under Termination Termination by Either BioMimetic or Wright, and (1) prior to the time of such termination an acquisition

proposal had been made; and (2) within 12 months after the date of such termination Wright enters into a definitive agreement with respect to, or consummates, a transaction contemplated by any acquisition proposal (provided, that

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references in the definition of acquisition proposal to the figure 20% will be deemed to be replaced by 50% ), in which event payment of the termination fee will be made on or prior to the date on which BioMimetic enters into such definitive agreement or such consummation, as applicable; or

the Merger Agreement is terminated by BioMimetic so that BioMimetic may enter into a definitive agreement providing for a superior proposal as described above under Termination Termination of the Merger Agreement by BioMimetic, in which payment of the termination fee will be made in advance of, or concurrently with, and as a condition to such termination.

### ***Termination Fees Payable by Wright***

Under the Merger Agreement, Wright is obligated to pay a termination fee of \$30 million to BioMimetic if the Merger Agreement is terminated by Wright for an adverse FDA event, in which event payment of the termination fee will be concurrently with and as a condition to such termination.

### ***Impact of Termination Fees***

To the extent that a termination fee that is required to be paid is not promptly paid by the applicable party, the defaulting party shall pay to the non-defaulting party its reasonable costs and expenses (including its reasonable attorneys' fees and disbursements) incurred in connection with the non-defaulting party's enforcement of its rights under the Merger Agreement, together with interest from the date such payment was due on the amounts owed at the prime rate in effect and quoted in *The Wall Street Journal* during that period.

The termination fee payable by BioMimetic will be the sole and exclusive remedy of Wright in respect of any respect of any breach of BioMimetic's covenants, agreements, representations or warranties in the Merger Agreement. The termination fee payable by Wright following a valid termination by Wright will be the sole and exclusive remedy of BioMimetic in respect of any respect of any breach of Wright's covenants, agreements, representations or warranties in the Merger Agreement.

### **Expenses**

Each party will be responsible for all of the costs and expenses it incurs in connection with the Merger Agreement and the mergers, except that Wright will pay all of the HSR filing fees and SEC filing fees payable in connection with the registration statement and that BioMimetic and Wright will each share equally all of the costs and expenses associated with the printing and mailing of this proxy statement/prospectus to BioMimetic stockholders.

### **Amendment and Waiver**

Prior to the completion of the merger, the Merger Agreement may be amended by a written agreement signed by BioMimetic and Wright. However, after adoption of the Merger Agreement by BioMimetic stockholders, amendments that by law or in accordance with the rules of The NASDAQ Global Select Market require stockholder approval may be made only with such further approval.

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**VOTING AGREEMENTS**

On November 19, 2012, the committed stockholders entered into voting agreements with Wright. The following summary describes certain material provisions of the form of voting agreement and is qualified in its entirety by reference to the form of voting agreement, a copy of which is attached to this proxy statement/prospectus as Annex C and which is incorporated by reference into this proxy statement/prospectus. This summary does not purport to be complete and may not contain all of the information about the voting agreements that may be important to you. You are encouraged to read the form of voting agreement carefully and in its entirety.

**Agreement to Vote and Irrevocable Proxy**

Under the voting agreements, the committed stockholders agreed that at every meeting of BioMimetic stockholders and on every action by written consent of BioMimetic stockholders to vote in favor of the adoption of the Merger Agreement and in favor of the merger and any other transactions contemplated by the Merger Agreement.

Each of the committed stockholders also agreed, while the voting agreements remain in effect and subject to certain exceptions, to vote or execute consents, as applicable, with respect to their shares of BioMimetic common stock, against:

any proposal made in opposition to, in competition with, or would result in a breach of, the Merger Agreement or the merger or any other transactions contemplated by the Merger Agreement; and

against any of the following actions (other than those actions that relate to the merger and any other transactions contemplated by the Merger Agreement): (1) any merger, consolidation, business combination, reorganization or recapitalization of or involving BioMimetic; (2) any sale, lease or transfer of all or substantially all of the assets of BioMimetic; (3) any reorganization, recapitalization, dissolution, liquidation or winding up of BioMimetic; (4) any material change in the capitalization of BioMimetic or the corporate structure of BioMimetic; (5) any acquisition proposal with respect to BioMimetic; or (6) any other action that would reasonably be expected to materially impede, interfere with, delay, postpone, adversely affect the merger or any other transactions contemplated by the Merger Agreement.

In connection with the foregoing voting covenants and to secure their duties under the voting agreements, each of the committed stockholders irrevocably appointed Wright, acting through any of its Chief Executive Officer, Chief Financial Officer or General Counsel, as such committed stockholder's exclusive attorneys and proxies to vote or execute consents, with respect to the shares of BioMimetic common stock owned by such committed stockholder.

**Transfer Restrictions**

While the voting agreements remain in effect, each of the committed stockholders agreed not to (1) transfer any shares of BioMimetic common stock that are subject to the voting agreement (or enter into any agreement relating to any such transfer); or (2) deposit any shares of BioMimetic common stock that are subject to the voting agreement into a voting trust or grant any proxy or enter into a voting agreement or similar agreement with respect to such shares of BioMimetic common stock. The restriction under the above clause (1) does not prevent:

transfers in connection with the payment of the exercise price and/or the satisfaction of any tax withholding obligation arising from the exercise of any option;

transfers to affiliates, limited partners, members, immediate family members, a trust established for the benefit of the committed stockholder and/or for the benefit of one or more members of the committed stockholder's immediate family or charitable organizations or upon the death of the committed stockholder; or

transfers with Wright's prior written consent and in Wright's sole discretion.



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**Termination**

The voting agreements will terminate upon the earliest to occur of:

the valid termination of the Merger Agreement in accordance with its terms;

the completion of the merger;

any amendment to Merger Agreement that has not been approved by the committed stockholders that adversely affects the merger consideration payable to the committed stockholders; or

September 30, 2013.

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**DESCRIPTION OF THE CVRS**

**CVR Agreement**

The rights of holders of the CVRs will be governed by and subject to the terms and conditions of a CVR Agreement to be entered into between Wright and a trustee mutually acceptable to Wright and BioMimetic prior to the completion of the merger. The following summary describes the material provisions of the CVR Agreement. This summary may not contain all of the information about the CVRs that is important to you. The form of CVR Agreement is attached as Annex B to this proxy statement/prospectus and is incorporated by reference into this proxy statement/prospectus, and you are encouraged to read it carefully for a more complete understanding of the CVRs.

If required by applicable law, Wright will use its reasonable best efforts to cause the CVR Agreement to be qualified under the Trust Indenture Act. The terms of the CVRs include those that will be stated in the CVR Agreement and those that will be made part of the CVR Agreement by reference to the applicable provisions of the Trust Indenture Act.

**Characteristics of the CVRs**

The CVRs are not equity or voting securities of Wright, do not represent ownership interests in Wright and holders of the CVRs are not entitled to any rights of a stockholder or other equity or voting security of Wright, either at law or in equity. The rights of the CVR holders will be limited to those expressly provided for in the CVR Agreement.

**Milestone Payments**

A holder of a CVR will be entitled to receive the following cash payments from Wright, conditioned upon the achievement of certain milestones as follows:

*Approval Milestone:* \$3.50 in cash per CVR upon FDA approval of Augment<sup>®</sup> Bone Graft on or before the sixth anniversary of the closing of the merger.

*Product Sales Milestone #1:* \$1.50 in cash per CVR the first time aggregate sales of Products exceed \$40 million during a consecutive 12-month period.

*Product Sales Milestone #2:* \$1.50 in cash per CVR the first time aggregate sales of Products exceed \$70 million during a consecutive 12-month period.

The milestone payments, if any, will be paid 20 business days after the achievement of the relevant milestone. However, if product sales milestone #1 is achieved prior to the second anniversary of the closing of the merger, the payment related to such milestone will be payable on the later of the second anniversary of the closing of the merger or 20 business days following notice of achievement of such milestone. If product sales milestone #2 is achieved prior to the third anniversary of the closing of the merger, the payment related to such milestone will be payable on the later of the third anniversary of the closing of the merger or 20 business days following notice of achievement of such milestone.

Amounts payable by Wright in respect of the CVRs will be considered paid on the date due if on such date the trustee or the paying agent holds money sufficient to pay all such amounts then due in accordance with the CVR Agreement. Wright, the trustee or the paying agent shall be entitled to deduct and withhold, or cause to be deducted and withheld, from amounts payable to holders of CVRs amounts that are required to be deducted and withheld under the Code or the treasury regulations thereunder. If the trustee or the paying agent intends to withhold amounts, then the trustee or the paying agent will provide 30 days advance notice of the intended withholding to the payee explaining the basis therefor in order to give the payee an opportunity to provide any information or documentation that may be necessary in order to prevent the withholding.

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### **Product Sales Statements**

Within 15 days after the end of each calendar month during a calendar year other than the last calendar month (and, for the last calendar month within a calendar year, within 30 days after that month), Wright is required to provide a product sales statement to the trustee that includes a calculation of the aggregate product sales for the Products during that calendar month and the 11 immediately preceding calendar months.

### **Termination of CVRs**

The CVRs will terminate on the earlier of the sixth anniversary of the closing of the merger or the payment date for product sales milestone #2.

### **Issuance of CVRs**

The CVRs will be issued following the completion of the merger. The number of CVRs to be issued in the merger will be equal to the sum of the number of shares of BioMimetic common stock outstanding immediately prior to the completion of the merger.

The CVR Agreement provides for authentication of the CVRs by the trustee upon execution and delivery of such CVRs pursuant to the CVR Agreement.

### **Transferability of CVRs; Listing**

The CVRs are freely transferable and any interest therein may be sold, assigned, pledged, encumbered or in any manner transferred or disposed of, in whole or in part, as long as the transfer or other disposition is made in accordance with the applicable provisions of the CVR Agreement and in compliance with applicable U.S. federal and state securities laws and any other applicable securities laws. A sale or exchange of a CVR would be a taxable transaction. See [Certain Material U.S. Federal Income Tax Consequences](#) for a more detailed explanation.

Wright has agreed to use its commercially reasonable efforts to maintain a listing of the CVRs on The NASDAQ Global Select Market, The NASDAQ Global Market or other national securities exchange for as long as the CVRs remain outstanding.

### **Selected Definitions Related to the CVR Agreement**

The following terms are defined in the CVR Agreement attached as [Annex B](#) to this proxy statement/prospectus. For the purposes of the CVRs and CVR Agreement:

*Diligent efforts* means, with respect to any Product and subject to certain terms and conditions of the CVR agreement, efforts of a person to carry out its obligations, using such efforts and employing such resources normally used by persons in the medical device business similar in size and resources to Wright, in the exercise of their reasonable business discretion, relating to development, seeking regulatory approval of or commercializing, as applicable, a similar product, that is of similar market potential and at a similar development stage, regulatory stage or commercialization stage, taking into account issues of market exclusivity (including patent coverage), product profile, including efficacy, safety, and convenience, actual product labeling, the competitiveness of alternate products in the marketplace or under development, the regulatory environment and the profitability of the applicable product (including pricing and reimbursement status achieved) consistent with publicly reported financial statements and other relevant factors, including financial, technical, legal, scientific and/or medical factors.

*Marketed product* means a Product: (a) that has received marketing approval in the applicable jurisdiction from the relevant governmental entity; and (b) for which commercial sales have been initiated in such

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jurisdiction prior to the date of execution of the CVR Agreement or for which Wright and/or its affiliates elect, in their sole discretion, to initiate commercial sales in such jurisdiction after the date of execution of the CVR Agreement and prior to the termination date of the CVR Agreement.

*Product* means any of the following medical products: (a) AUGMENT Bone Graft; (b) AUGMENT Injectable; (c) AUGMATRIX Bone Graft; (d) AUGMENT Chronic Tendinopathy; or (e) any other medical product that the Company, in its sole discretion, elects to offer for sale in any jurisdiction and that: (i) contains recombinant human platelet-derived growth factor BB; and (ii) is covered by patents or utilizes proprietary know-how that was owned or controlled by Achilles immediately prior to the execution of this CVR Agreement.

*Product Sales* means: the aggregate gross amounts invoiced for any Product sold by Wright, its affiliates or licensees of Wright or its affiliates to third parties (other than Wright, its affiliates or licensees of Wright and its affiliates), including to distributors and end-users, less the following items (1) through (5) below as applicable to such Product sales to the extent actually taken or incurred with respect to such sales and all in accordance with standard allocation procedures, allowance methodologies and the relevant accounting standards adopted by Wright (except as otherwise provided below): (1) credits or allowances for returns, rejections or recalls (due to spoilage, damage, expiration of useful life or otherwise), retroactive price reductions or billing corrections; (2) separately itemized invoiced freight, postage, shipping and insurance, handling and other transportation costs; (3) sales, use, value added and other similar taxes (excluding income taxes), tariffs, customs duties, surcharges and other governmental charges levied on the production, sale, transportation, delivery or use of any Product that are incurred at time of sale or are directly related to the sale; (4) any quantity, cash or other trade discounts, rebates, returns, refunds, charge backs, fees, credits or allowances (including amounts incurred in connection with government-mandated rebate and discount programs, third party rebates and charge backs, and hospital buying group/group purchasing organization administration fees and payor organizations), distribution fees, sales commissions paid to third parties, retroactive price reductions and billing corrections, excluding any discounts on Products that are not in the ordinary course of business of Wright, its affiliates or licensees, as applicable, that are offered solely to benefit Wright, its affiliates or licensees, or its applicable affiliate or licensee, other products or services to the detriment of Product Sales or any discounts on Products that are implemented in bad faith for the purpose of reducing Product Sales; and (5) deductions for bad debts (which adjustment shall be based on actual bad debts incurred, net of any recoveries of previously written off bad debts from current or prior reporting periods).

Sales or other commercial dispositions of any Product among Wright, its affiliates and licensees of Wright or its affiliates shall be excluded from the computation of Product Sales, except where such an affiliate or licensee is an end-user of such Product. Notwithstanding any other provision of the CVR Agreement, the following shall not be included in Product Sales: the use, transfer or other disposition of a Product at or below cost in connection with research and/or development, clinical trials, compassionate use programs, for use as samples, or as donations to non-profit institutions or government agencies; provided that to the extent Wright is reimbursed by a third party payor for any of the foregoing, such reimbursements will be included in Product Sales.

Subject to the foregoing, if a Product is sold or otherwise commercially disposed of for consideration other than cash or in a transaction that is not at arm's length between the buyer and the seller, then the gross amount to be included in the calculation of Product Sales shall be the amount that would have been invoiced had the transaction been conducted at arm's length and for cash. Such amount that would have been invoiced shall be determined, wherever possible, by reference to the average selling price of such Product in arm's length transactions during the relevant calendar month and in the relevant jurisdiction.

Notwithstanding the foregoing, in the event that a Product is sold as a combination product, the Product Sales amount for the Product sold in such a combination sale shall be determined as follows: by multiplying the gross amount invoiced for the combination sale (less all permitted deductions) by the fraction A/C where A is the average selling price charged by Wright, its affiliates or licensees of Wright or its affiliates for such Product sold separately in such jurisdiction during such period, and C is the average selling price charged by Wright, its

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affiliates or licensees of Wright or its affiliates in such jurisdiction for such combination product during such period. In the event that Wright, its affiliates or licensees of Wright and its affiliates do not sell during such period the Product included in a combination sale as a separate product in the jurisdiction where such combination sale occurs, but there are separate sales during such period of all of the other products or active ingredients/components, as the case may be, included in the combination sale in such jurisdiction, the calculation of Product Sales resulting from such combination sale shall be determined by multiplying the gross amount invoiced for the combination product (less all permitted deductions) by the fraction  $(C-D)/C$ , where C is the average selling price charged by Wright, its affiliates or licensees of Wright or its affiliates in such jurisdiction for such combination product during such period, and D is the aggregate of the average selling price(s) charged by Wright, its affiliates or licensees of Wright or its affiliates, as applicable, in such jurisdiction, of such other product(s) or active ingredients/components, as the case may be, included in the combination product and sold separately in such jurisdiction during such period.

If the calculation of Product Sales resulting from a combination sale in a jurisdiction cannot be determined by either of the foregoing methods, the calculation of Product Sales for such combination sale shall be calculated in a manner determined by Wright in good faith based upon the relative value of the active components of such combination product.

## **Subordination**

The CVRs are unsecured obligations of Wright and all payments on the CVRs, all other obligations under the CVR Agreement and any rights or claims relating to the CVRs and the CVR Agreement will be subordinated in right of payment to the prior payment in full of the principal of, premium (if any) and interest on the following senior obligations of Wright, and all other amounts owing thereon:

with respect to borrowed money;

evidenced by notes, debentures, bonds or other similar debt instruments;

with respect to the net obligations owed under interest rate swaps or similar agreements or currency exchange transactions;

as a result of reimbursement obligations in respect of letters of credit and similar obligations;

in respect of capital leases; or

as a result of guarantees in respect of obligations referred to in the first five bullets above; unless, in any case, the instrument creating or evidencing the foregoing or pursuant to which the foregoing is outstanding provides that such obligations are *pari passu* to or subordinate in right of payment to the CVRs.

Wright's senior obligations do not include:

the CVR payments, all other obligations under the CVR Agreement, the CVRs and any rights or claims relating to the CVRs;

trade debt incurred in the ordinary course of business;

any intercompany indebtedness between Wright and any of its subsidiaries or affiliates;

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indebtedness of Wright that is subordinated in right of payment to Wright's senior obligations;

indebtedness or other obligations of Wright that by its terms ranks equal or junior in right of payment to the CVR payments, all other obligations under the CVR Agreement, the CVRs and any rights or claims relating to the CVRs;

indebtedness of Wright that, by operation of applicable law, is subordinate to any general unsecured obligations of Wright;

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indebtedness evidenced by any guarantee of indebtedness ranking equal or junior in right of payment to the CVR payments, all other obligations under the CVR Agreement, the CVRs and any rights or claims relating to the CVRs;

indebtedness consisting of the deferred purchase price for property or services, including earn-out and milestone payments and contingent value rights; or

indebtedness that is contractually non-recourse to the general credit of Wright.

Upon any distribution to creditors of Wright in liquidation, dissolution, bankruptcy, reorganization, insolvency, receivership or similar proceedings of Wright, except in certain limited circumstances, holders of senior obligations of Wright (as described above) will be entitled to payment in full in cash of all such obligations prior to any payment being made on the CVRs.

## **Reporting Obligations**

The CVR Agreement provides that Wright will file with the trustee:

within 15 days after Wright files the same with the SEC, copies of the annual reports and of the information, documents and other reports (or copies of such portions of the foregoing as the SEC may from time to time by rules and regulations prescribe) which Wright is required to file with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act;

if Wright does not file annual and quarterly reports with the SEC, within 45 days after each fiscal quarter (other than the last quarter of each fiscal year), quarterly financial information and, within 90 days after each calendar year, annual financial information;

copies of any quarterly financial information or earnings reports made public by Wright or made available on Wright's website, within 15 days after such information or reports are furnished or otherwise made public or available;

within 15 days after the end of each calendar month during a calendar year other than the last calendar month, and within 30 days after the end of the last calendar month of a calendar year, a product sales statement for the specified products during that calendar month and the 11 immediately preceding calendar months; and

within four business days after the occurrence of any milestone, a notice stating that the milestone has occurred, the amount of the corresponding milestone payment and the applicable milestone payment date.

In addition, Wright is required to file with the trustee such additional information, documents and reports with respect to compliance by Wright with the conditions and covenants of the CVR Agreement, and make available on Wright's website as of the date of the filing of the foregoing materials with the trustee, the information, documents and reports required to be filed by Wright as described above.

## **Audit**

Upon the written request of holders representing at least 30% of the outstanding CVRs and no more than once during any calendar year, and upon reasonable notice, Wright is required to permit an independent certified public accounting firm of nationally recognized standing (jointly agreed by such holders and Wright) to have access to such records of Wright as may be reasonably necessary to verify the accuracy of the product sales statements and the figures underlying the calculations set forth in such product sales statement for any period within the preceding three years that has not previously been audited.

If the independent certified public accountant concludes that any products sales milestone payment should have been paid but was not paid when due, Wright will pay each CVR holder the amount of such milestone



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payment, which amount shall bear interest at the shortfall interest rate (as set forth in the CVR Agreement) until payment is made. The decision of the independent certified public accountant shall be final, conclusive and binding on Wright and the CVR holders. The fees charged by the independent certified public accounting firm will be paid by Wright.

Wright has agreed not to, and to cause its affiliates not to, enter into any license or distribution agreement with any third party (other than Wright or its affiliates) with respect to any Product unless such agreement contains provisions that would allow an independent certified public accountant appointed pursuant to the CVR Agreement such access to the records of the other party to such license or distribution agreement as may be reasonably necessary to perform such independent certified public accountant's duties under the CVR Agreement; provided that Wright and its affiliates will not be required to amend any existing licenses or related agreements in effect prior to the completion of the merger.

### **Diligent Efforts**

Wright has agreed to use diligent efforts to achieve the approval milestone and the product sales milestones through the sales of marketed products, subject to certain limitations. Wright will have no obligation to pursue the approval milestone if the FDA issues an order under 21 CFR 814.45 denying FDA approval of the Augment<sup>®</sup> Bone Graft pre-market approval. Furthermore, if the FDA requires any additional clinical efficacy trial(s), post-marketing study(ies) (other than customary post-approval patient registries) or otherwise requests additional information that cannot be derived from BioMimetic's completed clinical studies, Wright, its affiliates and/or licensees will not be required to undertake any of the foregoing. Additional safety trials such as pharmacokinetic studies and similar studies with non-efficacy based endpoints that are reasonably capable of being performed in less than 18 months will not be considered clinical efficacy trials. Wright's obligation to use diligent efforts to achieve the product sales milestones with respect to Augment<sup>®</sup> Bone Graft do not require Wright, its affiliates and/or licensees to seek or obtain approval to market and sell Augment<sup>®</sup> Bone Graft (1) in any jurisdiction other than the U.S., nor (2) for any indication other than the indications approved by the FDA in the first FDA Approval of Augment<sup>®</sup> Bone Graft (assuming any such approval is obtained). Except for specific obligations set forth in the CVR Agreement with respect to Augment<sup>®</sup> Bone Graft, Wright shall have no obligation (i) to seek new or expanded regulatory approvals for any Product, (ii) to develop or introduce new Products or (iii) to commercialize any Product in any jurisdiction where such Product was not legally commercialized as of the date of the CVR Agreement.

### **Product Transfer Covenant**

The CVR Agreement provides that while any CVRs remain outstanding, Wright and its affiliates will not, by a sale of assets, merger, reorganization, joint venture, lease, license or other transaction, sell or dispose of its rights in a Product to a third party (other than Wright or its affiliates), unless (1) Wright (or its successor) shall agree to remain subject to the obligations under the CVR Agreement to make milestone payments if and when such a payment is due in accordance with the terms of the CVR Agreement; and (2) the gross amounts invoiced for Products by the applicable transferee will be reflected in the Product Sales in accordance with the terms of the CVR Agreement and the agreement for such sale, merger, reorganization, joint venture, lease, license or other transaction requires the applicable transferee to comply with certain covenants in the CVR Agreement to the same extent as Wright.

### **Breach**

Each one of the following events is a breach under the CVR Agreement:

failure to pay all or any part of any CVR payment after a period of 10 business days when they become due and payable;

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material breach in the performance, or breach in any material respect, of any other covenant or warranty of Wright in respect of the CVRs, and continuance of such breach for a period of 90 days after written notice has been given to Wright by the trustee or to Wright and the trustee by the holders representing at least 30% of the outstanding CVRs specifying such breach and requiring it to be remedied;

a court having jurisdiction in the premises entering a decree or order for relief in respect of Wright in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of Wright or for any substantial part of its property or ordering the winding up or liquidation of its affairs, and such decree or order remaining unstayed and in effect for a period of 90 consecutive days; or

Wright commencing a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of Wright or for any substantial part of its property, or making any general assignment for the benefit of creditors.

If a breach described above occurs and is continuing, then either the trustee by notice to Wright or the trustee upon the written request of holders representing at least 30% of the outstanding CVRs by notice to Wright and to the trustee, shall bring suit to protect the rights of the holders, including to obtain payment for any amounts then due and payable, which amounts shall bear interest at the breach interest rate (as set forth in the CVR Agreement) until payment is made to the trustee.

The foregoing provisions, however, are subject to the condition that if, at any time after the trustee shall have begun such suit, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, Wright shall pay or shall deposit with the trustee a sum sufficient to pay all amounts which shall have become due (with interest upon such overdue amount at the breach interest rate specified in the CVR Agreement to the date of such payment or deposit) and such amount as shall be sufficient to cover reasonable compensation to the trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred and all advances made, by the trustee, and if any and all breaches under the CVR Agreement shall have been cured, waived or otherwise remedied as provided in the CVR Agreement, then and in every such case the holders of a majority of all the CVRs then outstanding, by written notice to Wright and to the trustee, may waive all breaches with respect to the CVRs, but no such waiver or rescission and annulment will extend to or will affect any subsequent breach or shall impair any right consequent thereof.

Wright has agreed to file with the trustee written notice of the occurrence of any breach under the CVR Agreement within five business days of its becoming aware of any such default or event of default.

### **Restrictions on Purchases by Wright and Affiliates**

The CVR Agreement does not prohibit Wright or any of its subsidiaries or affiliates from acquiring the CVRs, whether in open market transactions, private transactions or otherwise. However, prior to any acquisition of CVRs, Wright must publicly disclose the amount of CVRs which it has been authorized to acquire and Wright must report in each of its annual and quarterly reports the amount of CVRs it has been authorized to acquire as well as the amount of CVRs it has acquired as of the end of the quarterly or annual period reported in such quarterly or annual report.

### **Registration and Transfers**

Wright will cause to be kept at the office of the trustee a register in which, subject to such reasonable regulations as it may prescribe, Wright shall provide for the registration and transfer of the CVRs.

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Upon surrender for registration of transfer of any CVR at the office or agency of Wright, Wright shall execute, and the trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new CVR certificates representing the same aggregate number of CVRs represented by the CVR certificate so surrendered that are to be transferred and Wright shall execute and the trustee shall authenticate and deliver, in the name of the transferor, one or more new CVR certificates representing the aggregate number of CVRs represented by such CVR certificate that are not to be transferred.

No service charge shall be made for any registration of transfer or exchange of CVRs, but Wright may require payment of a sum sufficient to cover any transfer tax or similar governmental charge that may be imposed in connection with any registration of transfer or exchange of CVRs.

### **Amendment of CVR Agreement without Consent of CVR Holders**

Without the consent of any CVR holders, Wright and the trustee may amend the CVR Agreement for any of the following purposes:

to convey, transfer, assign, mortgage or pledge to the trustee as security for the CVRs any property or assets;

to evidence the succession of another person to Wright, and the assumption by any such successor of the covenants of Wright in the CVR Agreement and in the CVRs;

to add to Wright's covenants such further covenants, restrictions, conditions or provisions as the Wright Board and/or the chief executive officer of Wright and the trustee shall consider to be for the protection of CVR holders, and to make the occurrence, or the occurrence and continuance, of a breach in any such additional covenants, restrictions, conditions or provisions a breach permitting the enforcement of all or any of the several remedies provided in the CVR Agreement, provided that in respect of any such additional covenant, restriction, condition or provision, such amendment may provide for a particular period of grace after breach (which period may be shorter or longer than that allowed in the case of other breaches) or may provide for an immediate enforcement upon such a breach or may limit the remedies available to the trustee upon such a breach or may limit the right of the holders representing at least 30% of the outstanding CVRs to waive such a breach;

to cure any ambiguity, or to correct or supplement any provision in the CVR Agreement or in the CVRs which may be defective or inconsistent with any other provision in the CVR Agreement, provided that such amendment shall not adversely affect the interests of the CVR holders;

to make any other provisions with respect to matters or questions arising under the CVR Agreement, provided that such provisions shall not adversely affect the interests of the CVR holders;

to make any amendments or changes necessary to comply or maintain compliance with the Trust Indenture Act, if applicable; or

to make any change that does not adversely affect the interests of the CVR holders.

### **Amendment of CVR Agreement with Consent of CVR Holders**

With the consent of the holders of at least a majority of the outstanding CVRs, Wright (when authorized by a Wright Board resolution and/or its chief executive officer) and the trustee may enter into one or more amendments to the CVR Agreement or to the CVRs for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the CVR Agreement or to the CVRs or of modifying in any manner the rights of the CVR holders under the CVR Agreement or to the CVRs, provided that no such amendment shall, without the consent of each holder of a CVR affected thereby:

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(1) modify in a manner adverse to the CVR holders any provision contained in the CVR Agreement with respect to the termination of the CVR Agreement or the CVRs or the time for payment and amount of any

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product sales milestone payment or approval milestone payment; (2) extend the time for payment of the CVRs; or (3) reduce the amounts payable in respect of the CVRs or modify any other payment term or payment date;

reduce the number of CVRs; or

modify any of the provisions of the CVR Agreement regarding amendments to the CVR Agreement, except to increase the percentage of outstanding CVRs required for an amendment or to provide that certain other provisions of the CVR Agreement cannot be modified or waived without the consent of each CVR holder affected by such modification or waiver.

**Purchase of CVRs Upon CVR Failure Event**

If, at any time on or after the third anniversary of the closing of the merger, (1) the approval milestone has not been achieved; and (2) the volume weighted average price paid per CVR for all CVRs traded over the 45 trading days prior to such date is less than 10 cents, then, within 60 days of such date, Wright may elect to purchase all (but not less than all) of the outstanding CVRs at a cash price equal to 115% of the volume weighted average price paid per CVR for all CVRs traded over the 45 trading days prior to the fifth trading day prior to the date of the notice of election to purchase.

In order to purchase the CVRs, Wright must give a notice to the trustee at least 30 days but not more than 60 days prior to the proposed consummation date of such purchase and a notice to each CVR holder at least 30 days but not more than 60 days prior to the proposed consummation date of such purchase.

The notice to the trustee must include (1) the clause of the CVR Agreement pursuant to which the purchase shall occur; (2) the purchase date; and (3) the purchase price.

The notice to the CVR holders must include:

the purchase date;

the purchase price;

the name and address of the paying agent;

a statement that CVRs must be surrendered to the paying agent to collect the purchase price;

a statement that unless Wright defaults in making such payment, all right, title and interest in and to the CVRs and any CVR payments will cease to accrue on and after the purchase date;

the clause of the CVR Agreement pursuant to which the purchase of the CVRs will occur; and

a statement that no representation is made as to the correctness or accuracy of the CUSIP and ISIN number, if any, listed in such notice or printed on the CVRs.

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**CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES**

The following is a general discussion of certain material U.S. federal income tax (1) consequences of the mergers to BioMimetic stockholders whose shares of BioMimetic common stock are exchanged for the right to receive, \$1.50 (together with the Additional Cash (as defined below), referred to as the Cash Consideration), cash in lieu of fractional Wright common stock, Wright common stock and CVRs; (2) considerations related to the ownership and disposition of CVRs received in the mergers; and (3) consequences of the mergers to BioMimetic stockholders who exercise statutory appraisal rights. This discussion is for general information only and is not tax advice. This discussion is based on the current provisions of the Code, applicable current and proposed U.S. Treasury Regulations, judicial authority, and administrative rulings and practice, all of which are subject to change, possibly on a retroactive basis. Any such change could alter the tax consequences described herein.

For purposes of this discussion, the term U.S. holder means a beneficial owner of shares of BioMimetic common stock that is, for U.S. federal income tax purposes:

an individual citizen or resident of the U.S.;

a corporation (or other entity taxable as a corporation) created or organized under the laws of the U.S. or any state thereof (or the District of Columbia);

a trust if it (1) is subject to the primary supervision of a court within the U.S. and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person; or

an estate the income of which is subject to U.S. federal income tax regardless of its source.

This discussion assumes that a U.S. holder holds its shares of BioMimetic common stock as a capital asset, and will hold its CVRs as a capital asset, in each case within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a BioMimetic stockholder in light of its particular circumstances, or that may apply to BioMimetic stockholders that are subject to special treatment under the U.S. federal income tax laws (including, for example, insurance companies, dealers in securities or foreign currencies, traders in securities who elect the mark-to-market method of accounting for their securities, persons subject to the alternative minimum tax, persons that have a functional currency other than the U.S. dollar, tax-exempt organizations (including private foundations), financial institutions, mutual funds, subchapter S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, controlled foreign corporations, passive foreign investment companies, certain expatriates, corporations that accumulate earnings to avoid U.S. federal income tax, persons who hold shares of BioMimetic common stock as part of a hedge, straddle, constructive sale, conversion or other integrated transaction, persons who acquired their shares of BioMimetic common stock through the exercise of options or other compensation arrangements, persons whose ability to sell their BioMimetic common stock is limited by SEC Rule 144 or persons who are not a U.S. holder). In addition, this discussion does not address any aspect of state, local, foreign, estate, gift or other tax law that may apply to BioMimetic stockholders. **The U.S. federal income tax consequences described below are not intended to constitute a complete description of all tax consequences relating to the mergers and the ownership of a CVR. BioMimetic stockholders are urged to consult their own tax advisors to determine the tax consequences to them of, including the application and effect of any U.S. federal, state, local and foreign income, estate, gift and other tax laws to, the receipt of the merger consideration in exchange for BioMimetic common stock pursuant to the mergers, the receipt of any payments under or expiration of a CVR and the receipt of any amounts due to its exercise of statutory appraisal rights.**

If any entity that is treated as a partnership for U.S. federal tax purposes holds shares of BioMimetic common stock, the tax treatment of its partners or members generally will depend upon the status of the partner

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or member and the activities of the entity. If you are a partner of a partnership or a member of a limited liability company or other entity classified as a partnership for U.S. federal tax purposes and that entity holds shares of BioMimetic common stock, you should consult your tax advisor.

This discussion further assumes that all substantial conditions to the respective obligations of the parties to effect the mergers will have been met and not waived and any debt or other obligation of BioMimetic outstanding immediately prior to the completion of the merger or that has been satisfied in connection with the mergers will not be treated as stock for U.S. federal income tax purposes. A further assumption is that the correct valuation methodology for determining the value of the CVR is the methodology described below.

***Tax Classifications of the Mergers***

BioMimetic and Wright have agreed to use reasonable best efforts to cause the mergers to qualify as a tax-free reorganization and not to take any action reasonably likely to cause the mergers to not qualify as a tax-free reorganization. Additionally, BioMimetic and Wright have agreed to cooperate with each other and use their reasonable commercial efforts to obtain the opinion of Ropes & Gray, counsel to BioMimetic, and the opinion of WSGR, counsel to Wright, which opinions may be based on certain assumptions stated therein and customary representation letters, to the effect that the mergers will be treated for U.S. federal income tax purposes as a tax-free reorganization, collectively referred to as the tax opinions.

The closing of the merger, however, is not conditioned on the mergers qualifying as a tax-free reorganization or upon receipt by either BioMimetic or by Wright of the tax opinions. As discussed further below, due to the continuity of interest requirement described in Treasury Regulations Section 1.368-1(e), it is not clear as of the date hereof nor will it be clear prior to the special meeting whether the mergers will qualify as a tax-free reorganization or whether Ropes & Gray and WWSGR will be able to render the tax opinions, assuming they otherwise receive customary representation letters from each of BioMimetic and Wright. Additionally, the tax opinions, if rendered will not bind the Internal Revenue Service, nor preclude it from adopting a position contrary to those expressed in the tax opinions. BioMimetic stockholders should therefore consult their own tax advisors to determine the U.S. federal income tax consequences of the mergers to them.

Very generally, for the mergers to qualify as tax-free reorganization, numerous requirements, including the continuity of interest requirement as described in Treasury Regulations Section 1.368-1(e), must be satisfied. Under the applicable Treasury Regulations, the continuity of interest requirement is satisfied if a proprietary interest in BioMimetic is preserved, which, under regulatory guidance will be the case, if Wright common stock constitutes at least 40% of the value of the aggregate consideration BioMimetic stockholders receive in the mergers. In determining whether this requirement is satisfied, the cash paid in lieu of issuing fractional shares of Wright, the cash paid to dissenters and the cash paid by Wright to former BioMimetic stockholders in its acquisition of certain shares of BioMimetic common stock prior to the mergers, are considered consideration other than Wright common stock that is received by BioMimetic stockholders in the mergers.

In a transaction in which the signing date rule applies, the continuity of interest requirement is determined on the last business day before the execution of the Merger Agreement. The signing date rule generally applies when the consideration is fixed at the time of signing. The Merger Agreement provides that Wright cannot issue or be deemed to issue shares that would exceed the 19.99% threshold. In the event that Wright would have to issue or be deemed to issue shares that would exceed the 19.99% threshold, the amount of Wright common stock that each BioMimetic stockholder would receive is reduced so that the 19.99% threshold is satisfied and each BioMimetic stockholder will receive additional cash consideration equal to the reduction in Wright shares such BioMimetic stockholder will receive times the volume weighted average price paid per share of Wright common stock for the 10 most recent days that the Wright common stock has traded on The NASDAQ Global Select Market ending on the last full trading day immediately prior to the closing date, referred to as the Additional Cash. BioMimetic and Wright have assumed, and the disclosure reflects the assumption, that the signing date rule does not apply and therefore, the continuity of interest requirement is tested as of the closing date.

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Because the continuity of interest requirement will be tested at the Closing, the value of the Wright common shares and the CVR must be determined as of the Closing. With respect to the value of the CVR at the Closing, although the matter is not free from doubt and the Internal Revenue Service may disagree, both Wright and BioMimetic believe that the arm's length fair market value of the CVR as of the Closing for continuity of interest purposes will be approximately equal to the result of subtracting (x) the sum of (i) (1) the volume weighted average price paid per share of Wright common stock on the last full day of trading prior to the closing date times (2) the fractional number of Wright common stock that BioMimetic stockholders will be receiving pursuant to the Merger Agreement and (ii) the Cash Consideration from (y) the volume weighted average price paid per share of the BioMimetic common stock on the last full day of trading prior to the closing date. As a result, it is unclear as of the date hereof, and it will be unclear at the time of the special meeting, whether the continuity of interest requirement will be satisfied and therefore whether the mergers will be able to qualify as a tax-free reorganization, assuming all other requirements are met.

***Tax Consequences to BioMimetic Stockholders Who Exchange Their Shares of BioMimetic Common Stock for the Merger Consideration if the Mergers Qualify as a Tax-Free Reorganization.***

If the mergers qualify as a tax-free reorganization, then the U.S. federal income tax consequences to U.S. holders who exchanges their shares of BioMimetic common stock for the merger consideration will be as follows:

Capital gain will be recognized by a U.S. holder equal to the lesser of (i) the sum of the Cash Consideration, cash received in lieu of fractional shares and the fair market value of the CVRs received as determined for U.S. federal income tax purposes and (ii) the difference between the merger consideration and the BioMimetic's stockholder's basis in its shares of BioMimetic common stock.

No loss will be recognized by a U.S. holder other than losses, if any, realized in connection with the receipt of cash in lieu of a fractional share interest, as described below.

A U.S. holder's initial tax basis in the Wright common stock received will equal the BioMimetic stockholder's aggregate adjusted basis in the shares of BioMimetic common stock surrendered in the mergers plus the amount of gain recognized (as provided above, but excluding any gain attributable to cash received in lieu of fractional shares) minus the sum of the Cash Consideration, the cash received in lieu of fractional shares, and fair market value of the CVRs received as determined for U.S. federal income tax purposes.

A U.S. holder's initial tax basis in the CVRs received will equal the fair market value of such CVRs as determined for U.S. federal income tax purposes, and the holding period for such CVRs will begin on the day following the date of the mergers.

A U.S. holder's holding period of the Wright common stock will include the holding period for the BioMimetic common stock surrendered in exchange therefor.

A U.S. holder receiving cash in lieu of a fractional share interest will be treated as having received a fractional share of Wright common stock in the mergers and as having that fractional share subsequently redeemed by Wright.

Such gain will be long-term capital gain provided the U.S. holder's holding period for the BioMimetic common stock surrendered in the mergers exceeds one year as of the closing date. In general, long-term capital gain of individuals currently is subject to U.S. federal income tax at a maximum rate of 15%. The legislation providing for this 15% rate is scheduled to expire at the end of 2012, at which time the maximum long-term capital gains rates are currently scheduled to increase to 20% although these rates may be subject to change. (Such gain may also be subject to an additional 3.8% Medicare Tax, as discussed below.) The deductibility of capital losses is subject to limitations under the Code. The amount of gain or loss must be determined separately for each block of BioMimetic common stock (i.e., shares acquired at the same cost in a single transaction) exchanged as part of the mergers for the merger consideration. The installment method of reporting any gain attributable to receipt of the merger consideration will not be available because the shares of BioMimetic common stock are traded on an established securities market.



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U.S. holders receiving the merger consideration in the mergers will be required to retain records pertaining to the mergers. U.S. holders who owned at least 5% (by vote or value) of the total outstanding BioMimetic common stock before the completion of the merger or whose tax basis in the BioMimetic common stock surrendered in the mergers equals or exceeds \$1 million are subject to certain reporting requirements with respect to the mergers.

**U.S. holders should consult their own tax advisors to determine the specific U.S. federal, state, local and foreign tax consequences that may be relevant to them.**

***Tax Consequences to BioMimetic Stockholders Who Exchange Their Shares of BioMimetic Common Stock for the Merger Consideration if the Mergers Fail to Qualify as a Tax-Free Reorganization.***

If the mergers fail to qualify as a tax-free reorganization, then the receipt by a U.S. holder of the merger consideration in exchange for shares of BioMimetic common stock pursuant to the merger will be a taxable transaction for U.S. federal income tax purposes (and may also be a taxable transaction under applicable state, local, and foreign income or other tax laws). For U.S. federal income tax purposes, a U.S. holder generally will recognize capital gain or loss at the time of the merger equal to the difference, if any, between:

the sum of (1) the Cash Consideration, (2) the cash received in lieu of fractional shares, (3) the fair market value of the Wright common stock and (4) the fair market value of the CVRs as determined for U.S. federal income tax purposes received by the U.S. Holder in exchange for such BioMimetic common stock, collectively referred to as the amount realized; and

the U.S. holder's adjusted tax basis in such BioMimetic common stock.

Such gain or loss generally will be long-term capital gain or loss provided the U.S. holder's holding period for the BioMimetic common stock surrendered in the merger exceeds one year as of the closing date. In general, long-term capital gain of individuals currently is subject to U.S. federal income tax at a maximum rate of 15%. The legislation providing for this 15% rate is scheduled to expire at the end of 2012, at which time the maximum long-term capital gains rates are currently scheduled to increase to 20% although these rates may be subject to change. Such gain may also be subject to an additional 3.8% Medicare Tax, as discussed below. The deductibility of capital losses is subject to limitations under the Code. The amount and character of gain or loss must be determined separately for each block of BioMimetic common stock (i.e., shares acquired at the same cost in a single transaction) exchanged for the merger consideration in the merger. The installment method of reporting any gain attributable to receipt of the merger consideration will not be available because the shares of BioMimetic common stock are traded on an established securities market.

A U.S. holder's initial tax basis in the Wright common stock received in the merger will equal the fair market value of such stock upon receipt, and the holding period for such stock will begin on the day following the date of the merger. A U.S. holder's initial tax basis in the CVRs received in the merger will equal the fair market value of such CVRs as determined for U.S. federal income tax purposes, and the holding period for such CVRs will begin on the day following the date of the merger.

***Tax Treatment of the CVRs***

It is possible, although neither BioMimetic nor Wright expect it to be the case, that the CVRs could be treated as one or more debt instruments. If that is the case, then payments received with respect to the CVRs generally will be treated as payments in retirement of a debt instrument, except to the extent interest is imputed under the rules of Section 1274 and Section 1275 of the Code. If those rules were to apply, interest generally will be imputed under complex rules at a rate that corresponds to Wright's borrowing rate for similar instruments. A U.S. holder will include the interest into income on an annual basis, whether or not currently paid. The remainder of the disclosure assumes that the CVRs are not treated as one or more debt instruments.

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### *Receipt of Payments under the CVRs*

There is no legal authority directly addressing the U.S. federal income tax treatment of payments that may be received pursuant to the CVRs. Accordingly, the amount, timing and character of any gain, income or loss with respect to the CVRs are uncertain. For example, payments with respect to a CVR may be treated, in whole or in part, as a non-taxable return of a CVR holder's adjusted tax basis in the CVR.

To the extent that payments received by a U.S. holder are not treated as a return of basis or exceed such basis, they could be treated as (1) capital gains (long-term capital gain if the U.S. holder has held the CVR for more than one year), (2) income taxable at ordinary rates or (3) dividends.

In the event a payment gives rise to capital gains, a portion of any payment due more than six months following the consummation of the mergers, as the case may be, with respect to a CVR may constitute imputed interest taxable as ordinary income under Section 483 of the Code. The portion of any CVR payment treated as imputed interest under Section 483 of the Code generally would equal the excess of the amount of the CVR payment over the present value of such amount as of the closing date calculated using the applicable federal rate as the discount rate. A U.S. holder of a CVR must include in its taxable income interest imputed pursuant to Section 483 of the Code using such holder's regular method of accounting.

### *Expiration of Right to Receive a Payment under the CVR*

There is no legal authority directly addressing the U.S. federal income tax treatment of the expiration of any rights to receive a cash payment with respect to the CVRs. Accordingly, a CVR holder who does not sell, exchange or otherwise dispose of a CVR may not be able to recognize a loss with respect to the expiration of a right to receive a payment under the CVR until the holder's right to receive all CVR payments terminates.

### *Sale or Other Disposition of a CVR*

Upon a sale or other disposition of a CVR, a U.S. holder generally should recognize capital gain or loss equal to the difference between (1) the sum of the amount of any cash received upon such sale or exchange and the fair market value of any property received upon such sale or exchange (less any imputed interest) and (2) the holder's adjusted tax basis in the CVR. Such gain or loss generally will be long-term capital gain or loss if the holder has held the CVR for more than one year. Although not entirely clear, it is possible that a portion of the amount received by a CVR holder, upon the sale or other disposition of a CVR, will be treated as imputed interest income, determined under the method described above. **Due to the legal and factual uncertainties regarding the tax treatment of the CVRs, U.S. holders are urged to consult their own tax advisors as to determine the timing and characterization of income, gain or loss resulting from the receipt of payments pursuant to, sale or other disposition of and expiration of the CVRs.**

### *Treatment of BioMimetic Stockholders Who Exercise Statutory Appraisal Rights*

The discussion above does not apply to BioMimetic stockholders who properly perfect statutory appraisal rights with respect to such stockholder's shares of BioMimetic capital stock.

Generally, a U.S. holder who perfects appraisal rights and receives cash in exchange for such stockholder's BioMimetic capital stock will recognize capital gain or loss measured by the difference between the amount of cash received and such stockholder's adjusted tax basis in those shares. Such gain or loss will be long-term capital gain or loss provided the U.S. holder's holding period for the BioMimetic common stock for which statutory appraisal rights have been exercised exceeds one year at the time of payment. In general, long-term capital gain of individuals currently is subject to U.S. federal income tax at a maximum rate of 15%. The legislation providing for this 15% rate is scheduled to expire at the end of 2012, at which time the maximum long-term capital gains rates are currently scheduled to increase to 20% although these rates may be subject to change. (Such gain may also be subject to an additional 3.8% Medicare Tax, as discussed below.) The

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deductibility of capital losses is subject to limitations under the Code. The amount of gain or loss must be determined separately for each block of BioMimetic common stock (i.e., shares acquired at the same cost in a single transaction) for which statutory appraisal rights have been exercised.

***3.8% Medicare Tax On Net Investment Income***

Beginning in 2013, U.S. holders that are individuals, estates, and certain trusts will be subject to an additional 3.8% tax on all or a portion of their net investment income, which may include any gain realized or amounts received with respect to their shares of BioMimetic common stock or their CVRs, to the extent of their net investment income that, when added to their other modified adjusted gross income, exceeds \$200,000 for an unmarried individual, \$250,000 for a married taxpayer filing a joint return (or a surviving spouse), or \$125,000 for a married individual filing a separate return. **BioMimetic stockholders should consult their own tax advisors with respect to the applicability of this additional 3.8% tax on any payments received by such stockholder.**

***Information Reporting and Backup Withholding***

Generally, non-corporate BioMimetic stockholders may be subject to information reporting and backup withholding (currently at a rate of 28%) with respect to the cash and the CVRs received, in the event the mergers qualify as a tax-free reorganization, or with respect to the merger consideration, in the event the mergers do not qualify as a tax-free reorganization. However, backup withholding will not apply to a BioMimetic stockholder who furnishes a valid taxpayer identification number and complies with certain certification procedures or otherwise establishes an exemption from backup withholding. Amounts withheld, if any, are generally not an additional tax and may be refunded or credited against the BioMimetic stockholder's U.S. federal income tax liability, provided that the BioMimetic stockholder timely furnishes the required information to the IRS.

**TAX MATTERS CAN BE COMPLICATED. THE FOREGOING SUMMARY OF MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES IS NOT INTENDED TO BE A COMPLETE ANALYSIS OR DESCRIPTION OF ALL POTENTIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE MERGERS AND THE OWNERSHIP AND DISPOSITION OF A CVR. IN ADDITION, THE SUMMARY DOES NOT ADDRESS TAX CONSEQUENCES THAT MAY VARY WITH, OR ARE CONTINGENT ON, INDIVIDUAL CIRCUMSTANCES. MOREOVER, THE SUMMARY DOES NOT ADDRESS ANY U.S. FEDERAL NON-INCOME TAX OR ANY FOREIGN, STATE OR LOCAL TAX CONSEQUENCES OF THE MERGERS AND OWNERSHIP AND DISPOSITION OF A CVR, NOR ANY TAX CONSEQUENCES OF ANY TRANSACTION OTHER THAN THE MERGERS OR OWNERSHIP AND DISPOSITION OF A CVR. ACCORDINGLY, EACH BIOMIMETIC STOCKHOLDER IS STRONGLY URGED TO CONSULT HIS, HER, OR ITS OWN TAX ADVISOR TO DETERMINE THE PARTICULAR FEDERAL, STATE, LOCAL, OR FOREIGN INCOME OR OTHER TAX CONSEQUENCES OF THE MERGERS AND OWNERSHIP AND DISPOSITION OF A CVR TO SUCH BIOMIMETIC STOCKHOLDER.**

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**ADVISORY VOTE ON GOLDEN PARACHUTE COMPENSATION**

BioMimetic is providing its stockholders with the opportunity to cast an advisory (non-binding) vote to approve the golden parachute compensation payments that will or may be made by BioMimetic to its named executive officers in connection with the merger, as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. This proposal, commonly known as say-on-golden parachute and which is referred to in this proxy statement/prospectus as the golden parachute compensation proposal, gives BioMimetic stockholders the opportunity to vote on an advisory (non-binding) basis on the golden parachute compensation payments that will or may be paid by BioMimetic to its named executive officers in connection with the merger.

The golden parachute compensation that BioMimetic's named executive officers may be entitled to receive from BioMimetic in connection with the merger is summarized in the table entitled Golden Parachute Compensation, under The Merger Interests of Directors and Executive Officers of BioMimetic in the Merger beginning on page 80 of this proxy statement/prospectus. That summary includes all compensation and benefits that will or may be paid by BioMimetic to its named executive officers in connection with the merger.

The BioMimetic Board encourages you to review carefully the golden parachute compensation information disclosed in this proxy statement/prospectus.

The BioMimetic Board unanimously recommends that the stockholders of BioMimetic approve the following resolution:

RESOLVED, that the stockholders of BioMimetic approve, on an advisory (non-binding) basis, the compensation that will or may become payable by BioMimetic to its named executive officers in connection with the merger, as disclosed pursuant to Item 402(t) of Regulation S-K in the Golden Parachute Compensation table and the related narrative disclosures.

The vote on the golden parachute compensation proposal is a vote separate and apart from the vote on the adoption of the Merger Agreement. Accordingly, you may vote to approve the adoption of the Merger Agreement and vote not to approve the golden parachute compensation proposal and vice versa. Because the vote on the golden parachute compensation proposal is advisory only, it will not be binding on either BioMimetic or Wright. Accordingly, if the Merger Agreement is adopted and the merger is completed, the compensation payments that are contractually required to be paid by BioMimetic to its named executive officers will or may be paid, subject only to the conditions applicable thereto, regardless of the outcome of the advisory (non-binding) vote of BioMimetic stockholders.

The affirmative vote of holders of a majority of the shares of BioMimetic common stock present in person or by proxy and entitled to vote on the proposal will be required to approve the golden parachute compensation proposal.

**The BioMimetic Board unanimously recommends that you vote FOR the golden parachute compensation payments that will or may be paid by BioMimetic to its named executive officers in connection with the merger.**

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**ADJOURNMENT OF THE SPECIAL MEETING**

BioMimetic stockholders are being asked to approve a proposal that will give the BioMimetic Board authority to adjourn the special meeting if necessary to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement at the time of the special meeting. If this proposal is approved, the special meeting could be adjourned to any date. If the special meeting is adjourned, BioMimetic stockholders who have already submitted their proxies will be able to revoke them at any time prior to their use. If you return a proxy and do not indicate how you wish to vote on any proposal, or if you indicate that you wish to vote in favor of the adoption of the Merger Agreement but do not indicate a choice on the adjournment proposal, your shares will be voted in favor of the adjournment proposal. But if you indicate that you wish to vote against the adoption of the Merger Agreement, your shares will only be voted in favor of the adjournment proposal if you indicate that you wish to vote in favor of that proposal.

The affirmative vote of holders of a majority of the shares of BioMimetic common stock present in person or represented by proxy at the special meeting and entitled to vote on the proposal will be required to approve the adjournment of the special meeting.

**The BioMimetic Board unanimously recommends that you vote FOR the adjournment of the special meeting if necessary to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement at the time of the special meeting.**

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**DESCRIPTION OF THE CAPITAL STOCK OF WRIGHT**

The following is a summary of the capital stock of Wright and should be read in conjunction with the section entitled "Comparative Rights of BioMimetic Stockholders and Wright Stockholders." This summary is not meant to be complete and is qualified by reference to the relevant provisions of the DGCL and Wright's certificate of incorporation, and Wright's bylaws. You are urged to read those documents carefully. Copies of Wright's certificate of incorporation and bylaws are incorporated by reference as exhibits to the reports Wright files with the SEC, which are incorporated by reference in this proxy statement/prospectus. See "Where You Can Find More Information" for the location of information incorporated by reference into this proxy statement/prospectus.

Wright's authorized capital stock consists of:

100,000,000 shares of common stock, par value \$.01 per share; and

5,000,000 shares of preferred stock, par value \$.01 per share.

As of November 14, 2012, there were 39,680,384 shares of Wright common stock outstanding and no shares of Wright preferred stock outstanding.

**Common Stock**

Holders of Wright common stock are entitled to one vote for each share held in the election of directors and on all other matters submitted to a vote of stockholders. Holders of Wright common stock do not have cumulative voting rights. Holders of Wright common stock are entitled to receive such dividends, if any, as may be declared by the Wright Board out of funds legally available therefor, and subject to any preferential dividend rights of any then outstanding preferred stock. Upon Wright's liquidation, dissolution or winding up, the holders of Wright common stock are entitled to receive ratably Wright's net assets available after the payment of all debts and other liabilities and subject to any liquidation preference of any then outstanding preferred stock. Holders of Wright common stock have no preemptive, subscription or conversion rights. There are no redemption or sinking fund provisions applicable to the Wright common stock. The outstanding shares of Wright common stock are, and the shares to be issued in connection with the merger will be, fully paid and non-assessable.

American Stock Transfer & Trust Company serves as Wright's transfer agent and registrar for Wright common stock. You may contact American Stock Transfer & Trust Company at 6201 15<sup>th</sup> Avenue, Brooklyn, NY 11219 or by telephone at (800) 937-5449.

Shares of Wright common stock are listed on The NASDAQ Global Select Market under the symbol WMGI.

**Preferred Stock**

The Wright Board has the authority, without further stockholder approval, to issue, at any time and from time to time, shares of preferred stock in one or more series. Each such series shall have such designations, number of shares, voting powers, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be determined by the Wright Board, which may include, among other things, dividend rights, voting rights, redemption and sinking fund provisions, liquidation preferences, conversion rights and preemptive rights, to the full extent now or hereafter permitted by the DGCL. Furthermore, the Wright Board is authorized to increase or decrease (but not below the number of shares outstanding) the number of shares of preferred stock subsequent to the issuance of shares of that series.

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The rights of holders of Wright common stock will be subject to, and may be adversely affected by, the rights of holders of any Wright preferred stock that may be issued in the future. Such rights may include voting and conversion rights which could adversely affect the holders of Wright common stock. Satisfaction of any dividend or liquidation preferences of outstanding Wright preferred stock would reduce the amount of funds available, if any, for the payment of dividends or liquidation amounts on Wright common stock. Holders of Wright preferred stock would typically be entitled to receive a preference payment. However, it is not possible to state the actual effect of the issuance of any shares of Wright preferred stock on the rights of holders of Wright common stock until the Wright Board determines the specific rights attached to that class or series of preferred stock.

### **Certain Anti-Takeover Provisions of Delaware Law, Wright's Certificate of Incorporation and Bylaws**

The Wright Board has adopted certain provisions in, and amendments to, Wright's certificate of incorporation and bylaws intended to strengthen the Wright Board's position in the event of a hostile takeover attempt. These provisions provide:

that only persons who are nominated in accordance with the procedures set forth in the bylaws shall be eligible for election as directors;

that directors may be removed only for cause and upon the affirmative vote of the holders of a majority of outstanding shares (as included in Wright's certificate of incorporation);

that the bylaws of Wright may be adopted, amended, altered or repealed by holders of Wright stock only upon approval of at least two-thirds of the voting power of all the then outstanding shares of common stock and the Wright Board shall have the power to make, rescind, alter, amend and repeal the bylaws of Wright (though the stockholders of Wright have the power to enact bylaws that will not be rescinded, altered, amended or repealed by the Wright Board); and

that only the Wright Board, the chairman of the Wright Board or the chief executive officer and president may call special meetings of Wright stockholders or, at the request of a holders of a majority of the outstanding shares of Wright capital stock entitled to vote, the Wright chief executive officer and president will call a special meeting of Wright stockholders.

Additionally, the DGCL provides that stockholders are not entitled to the right to cumulative votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Wright's certificate of incorporation does not provide for cumulative voting in the election of directors.

Furthermore, Wright is subject to the provisions of Section 203 of the DGCL. In general, the statute prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years after the time of the transaction in which the person became an interested stockholder, subject to certain exceptions. For purposes of Section 203, a business combination includes a merger, asset sale or other transaction resulting in a financial benefit to the interested stockholder, and an interested stockholder is a person who, together with affiliates and associates, owns, or is an affiliate or associate of the corporation and within the prior three years, did own, 15% or more of the corporation's voting stock.

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**COMPARATIVE RIGHTS OF BIOMIMETIC STOCKHOLDERS AND  
WRIGHT STOCKHOLDERS**

Both BioMimetic and Wright are incorporated under the laws of the State of Delaware and, accordingly, the rights of the stockholders of each are currently, and will continue to be, governed by the DGCL. Before the completion of the merger, the rights of holders of BioMimetic common stock are also governed by the certificate of incorporation and BioMimetic's bylaws. After the completion of the merger, BioMimetic stockholders will become stockholders of Wright, and their rights will be governed by the DGCL, the certificate of incorporation of Wright and Wright's bylaws.

The following is a summary of the material differences between the rights of BioMimetic stockholders and the rights of Wright stockholders. While this summary is intended to cover the material differences between the two, this summary may not contain all of the information that is important to you. This summary is not intended to be a complete discussion of the respective rights of BioMimetic and Wright stockholders and is qualified in its entirety by reference to the DGCL and the various documents of BioMimetic and Wright referred to in this summary. You should carefully read this proxy statement/prospectus in its entirety and the other documents referred to in this proxy statement/prospectus for a more complete understanding of the differences between being a stockholder of BioMimetic and being a stockholder of Wright. BioMimetic and Wright have filed their respective documents referred to herein with the SEC and/or have attached them as exhibits to this proxy statement/prospectus, and will send copies of these documents to you upon your request. Please see the section entitled "Where You Can Find More Information."

	<b>BioMimetic</b>	<b>Wright</b>
<b>Authorized Capital Stock:</b>	The authorized capital stock of BioMimetic currently consists of 115,000,000 shares, consisting of 100,000,000 shares of common stock, \$.001 par value per share, and 15,000,000 shares of preferred stock, \$.001 par value per share.	The authorized capital stock of Wright currently consists of 105,000,000 shares, consisting of 100,000,000 shares of common stock, \$.01 par value per share, and 5,000,000 shares of preferred stock, \$.01 par value per share.
<b>Rights of Preferred Stock:</b>	The BioMimetic Board has the authority, without stockholder approval, to create or provide for any series of preferred stock, and to fix the designations, preferences, and relative, participating, optional or other special rights of the shares of each such series, and the qualifications, limitations or restrictions thereof, which designations, preferences or rights may be superior to those of BioMimetic common stock. BioMimetic currently has no shares of preferred stock outstanding.	The Wright Board has the authority, without stockholder approval, to issue shares of authorized preferred stock from time to time in one or more series and to fix the designations, preferences and rights and the qualifications, limitations and restrictions of each series of preferred stock, which rights and preferences may be superior to those of Wright common stock. Wright currently has no shares of preferred stock outstanding.
<b>Number of Directors:</b>	BioMimetic's bylaws currently provide that the BioMimetic Board can determine the number of directors on its board by resolution, provided that the board consists of at least one member and no more than 15 members. There currently are eight directors serving on the BioMimetic Board.	Wright's certificate of incorporation provides that the number of directors of the Wright Board will not be less than one nor more than nine, which number will be determined from time to time by the Wright Board. There are currently nine directors serving on the Wright Board.

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	<b>BioMimetic</b>	<b>Wright</b>
<b>Election of Directors:</b>	BioMimetic's bylaws provide that directors shall be elected by a plurality vote of the shares represented in person or by proxy and entitled to vote on the election of directors at the annual meeting of the stockholders or at a special meeting of the stockholders called for that purpose.	Directors of Wright are elected by a plurality vote of the stockholders at the annual meeting of stockholders, so long as a quorum is present.
<b>Cumulative Voting:</b>	BioMimetic's certificate of incorporation and bylaws do not provide for cumulative voting, and as a result, holders of BioMimetic's capital stock have no cumulative voting rights in connection with the election of directors.	Wright's certificate of incorporation and bylaws do not provide for cumulative voting, and as a result, holders of Wright's capital stock have no cumulative voting rights in connection with the election of directors.
<b>Classification of Board of Directors:</b>	BioMimetic's bylaws provide for three classes of its board of directors, as nearly equal in number as the then total number of directors permits. Each director shall serve for a term ending on the third annual meeting of stockholders following the annual meeting of stockholders at which that director was elected.	Wright does not have a classified board of directors. Wright's bylaws provide that the directors shall be elected at each annual meeting of Wright stockholders and shall serve until the next succeeding annual meeting of stockholders and until their respective successors have been elected and qualified.
<b>Removal of Directors:</b>	BioMimetic's bylaws provide that any director or the entire board of directors may be removed from office, with or without cause, by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote at an election of directors.	Wright's certificate of incorporation provides that any director may be removed only for cause by the holders of a majority of the outstanding voting power entitled to elect such director.
<b>Board Vacancies:</b>	BioMimetic's bylaws provide that vacancies on the board of directors or newly created directorships resulting from an increase in the authorized number of directors may, unless otherwise provided in the certificate of incorporation, be filled by the affirmative vote of a majority of directors then in office or by a sole remaining director. Any director so elected shall hold office for the unexpired portion of the term of the director whose place shall be vacant, and until his successor shall have been duly elected and qualified. A board vacancy shall be deemed to exist in the case of the death, removal or resignation of any director, or if the stockholders fail at any meeting of stockholders at which directors are to be elected to elect the number of directors then constituting the whole board of directors.	Wright's certificate of incorporation provides that vacancies by reason of death, resignation, retirement, disqualification, removal from office, increase in number of directors or otherwise, may be filled by a majority vote of the remaining directors (although less than a quorum) at a meeting called for that purpose by a successor who, unless removed for cause, shall hold office until the expiration of the term for which appointed or until a successor shall be elected and qualified.

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	<b>BioMimetic</b>	<b>Wright</b>
<b>Director Nominations by Stockholders:</b>	<p>BioMimetic's bylaws provide that nominations of persons for election to the BioMimetic Board may be made at a meeting of stockholders by or at the direction of the board of directors, by any nominating committee or person appointed by the board of directors or by any stockholder entitled to vote for the election of directors at the meeting who complies with the applicable notice procedures set forth in BioMimetic's bylaws. Such nominations, other than those made by or at the direction of the board of directors, shall be made pursuant to timely notice in writing to the secretary of BioMimetic. To be timely, a stockholder's notice must be delivered to or mailed and received not earlier than 120 calendar days and not later than 90 calendar days prior to the anniversary date of BioMimetic's preceding year's annual meeting of stockholders. If during the prior year BioMimetic did not hold an annual meeting, or if the date of the annual meeting is more than 30 days before or more than 60 days after the previous year's meeting, then the deadline is not earlier than 120 days prior to the date of such annual meeting and not later than 90 days prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, 10 days following the day on which public announcement of the date of such meeting is first made by the corporation. Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (1) the name, age, business address and residence address of the person, (2) the principal occupation or employment of the person, (3) the class and number of shares of BioMimetic which are beneficially owned by the person and (4) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Rule 14a under the Exchange</p>	<p>Wright's bylaws provide that nominations of persons for election to the Wright Board may be made (a) by the board of directors or (b) by a stockholder of Wright, if notice of the nomination is delivered in compliance with the procedures set forth in the bylaws. For a nomination to be made by a stockholder, a stockholder must give timely written notice to the secretary of Wright. To be timely, a stockholder's notice to the secretary must be delivered to the principal office of Wright not less than 60 days nor more than 90 days prior to the first anniversary of the preceding year's annual meeting of stockholders; provided, however, that in the event that the annual meeting is advanced by more than 30 days or delayed by more than 60 days from the preceding year's meeting, notice by a stockholder must be so delivered not earlier than the 90<sup>th</sup> day prior to such annual meeting and not later than the close of business on the later date of the 60<sup>th</sup> day prior to such annual meeting or the 10<sup>th</sup> day following the day on which public announcement of the date of such meeting is first made. To be in proper written form, a stockholder's notice to the secretary must set forth (a) the name and record address of (1) the stockholder making the nomination, (2) the beneficial owner (if any) on whose behalf the stockholder is making the nomination and (3) each nominee; (b) the class or series and number of shares of capital stock of Wright which are owned beneficially and of record by the stockholder and the beneficial owner, (c) a description of all arrangements or understandings between the stockholder and each proposed nominee and any other person (including the name) pursuant to which the nomination is to be made by such stockholder, (d) all other information regarding each nominee that would be required to be included in a proxy statement filed pursuant to the proxy rules of the SEC if the nominee had been nominated by the board of directors, (e) a statement that the stockholder intends to</p>

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**BioMimetic**

Act; and (b) as to the stockholder giving the notice, (1) the name and record address of the stockholder, and (2) the class and number of shares of BioMimetic which are beneficially owned by the stockholder, (3) any instruments with a conversion privilege to any class of shares of BioMimetic which are beneficially owned by the stockholder, (4) any short interest in any security of BioMimetic, (5) any dividend rights on the shares of BioMimetic beneficially owned by the stockholder, (6) any performance-related fees that the stockholder is entitled to based on the change in value of BioMimetic's stock, (7) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected and (8) a description of all direct and indirect monetary arrangements during the past three years between the stockholder and each nominee.

**Wright**

appear in person or by proxy at the annual meeting to nominate each nominee named in the notice and (f) the written consent of each nominee to serve as a director if elected.

**Stockholder Action by Written Consent:**

BioMimetic's bylaws provide that stockholders may not take action by written consent, provided, however, that holders of any preferred stock may exercise special voting rights, if any, of such class to elect directors upon the occurrence of certain events specified in any certificate of designation creating such class of preferred stock. BioMimetic's certificate of incorporation does not prohibit stockholders from taking action by written consent as provided in BioMimetic's bylaws.

Wright's bylaws provide that any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a written consent (or consents) setting forth the action is (1) signed by the holders of outstanding stock having at least the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted and (2) delivered to Wright at its registered office in Delaware, its principal place of business or an officer or agent of Wright having custody of the book in which proceedings of meetings of stockholders are recorded.

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	<b>BioMimetic</b>	<b>Wright</b>
<b>Certificate of Incorporation Amendments:</b>	BioMimetic reserves the right to amend, alter, change or repeal any provision contained in its certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon BioMimetic stockholders therein are granted subject to this reservation. The DGCL requires that any amendment to BioMimetic's certificate of incorporation must be approved by the board of directors and that a resolution be adopted recommending that the amendment be approved by a majority of the outstanding stock entitled to vote on the amendment, plus the amendment must be approved by a majority of the outstanding stock of any class entitled under the DGCL to vote separately as a class on the amendment.	Wright reserves the right to amend, alter, change or repeal any provisions contained in its certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon Wright stockholders therein are subject to that reservation. The DGCL requires that any amendment to Wright's certificate of incorporation must be approved by the board of directors and that a resolution be adopted recommending that the amendment be approved by a majority of the outstanding stock entitled to vote on the amendment, plus the amendment must be approved by a majority of the outstanding stock of any class entitled under the DGCL to vote separately as a class on the amendment.
<b>Bylaw Amendments:</b>	BioMimetic's bylaws may be repealed, altered or amended or new bylaws adopted at any meeting of the stockholders, either annual or special, by the affirmative vote of a majority of the stock entitled to vote at such meeting, unless a larger vote is required by BioMimetic's bylaws or certificate of incorporation. The BioMimetic Board also has the authority to repeal, alter or amend BioMimetic's bylaws or adopt new bylaws (including, without limitation, the amendment of any bylaws setting forth the number of directors who constitute the whole board of directors) by unanimous written consent or at any annual, regular or special meeting by the affirmative vote of a majority of the whole number of directors, subject to the power of BioMimetic stockholders to change or repeal such bylaws.	Wright's bylaws provide the Wright Board may make, rescind, and repeal the bylaws; provided that Wright stockholders may rescind, alter, amend or repeal any bylaws made by the Wright Board and to enact bylaws that will not be rescinded, altered, amended or repealed by the Wright Board. Notice of the proposal to make, amend or repeal any provision of the bylaws must be included in the notice of any meeting of the Wright stockholders or the Wright Board at which the action is to be considered.
<b>Special Meetings of Stockholders:</b>	BioMimetic's bylaws provide that special meetings of the stockholders may be called, for any purpose or purposes, by the chairman of the board of directors, the president or a majority of the board of directors at any time.	Wright's bylaws provide that special meetings of the stockholders may be called, for any purpose, by the board of directors, the chairman of the board of directors, or by the chief executive officer and president, and that such special meeting will be called by the chief executive officer and president at the request of the holders of a majority of outstanding shares of Wright stock entitled to vote.

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	<b>BioMimetic</b>	<b>Wright</b>
<b>Notice of Special Meetings of Stockholders:</b>	BioMimetic's bylaws require that written notice of a special meeting be given to stockholders not less than 10 days or more than 60 days before the date of the meeting, except that where the matter to be acted on is a merger or consolidation of BioMimetic or a sale, lease or exchange of all or substantially all of its assets, such notice must be given not less than 20 nor more than 60 days prior to such meeting.	Wright's bylaws require that written notice of a special meeting must be given by the secretary to stockholders not less than 10 days or more than 60 days before the date of the meeting, stating the time and place of the meeting and the purpose or purposes for which the meeting is called.
<b>Stockholder Nominations and Proposals (Requirements for Delivery and Notice):</b>	BioMimetic's bylaws provide that in order for a stockholder to make a nomination or propose business at an annual meeting of the stockholders, the stockholder must give timely written notice to BioMimetic's secretary. To be timely, a stockholder's notice must be delivered to or mailed and received not earlier than 120 calendar days and not later than 90 calendar days prior to the anniversary date of BioMimetic's preceding year's annual meeting of stockholders. If during the prior year BioMimetic did not hold an annual meeting, or if the date of the annual meeting is more than 30 days before or more than 60 days after the previous year's meeting, then the deadline is not earlier than 120 days prior to the date of such annual meeting and not later than 90 days prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, 10 days following the day on which public announcement of the date of such meeting is first made by the corporation.  A stockholder's notice to the secretary must set forth as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (2) a description of the agreements, arrangements and understandings between the stockholder and any other person in connection with	Wright's bylaws provide that a stockholder will deliver written notice of its recommendation to the Wright Board of one or more potential candidates for election as a director to the Nominating and Corporate Governance Committee of the Wright Board, c/o the secretary of Wright, not less than 120 days nor more than 150 days prior to the first anniversary of the preceding year's annual meeting of stockholders. The notice shall set forth: (1) the name and address of the stockholder the recommendation and each person so recommended; (2) the class and number of shares of Wright stock that are owned beneficially and of record by the stockholder making the recommendation; (3) a description of all arrangements or understandings between or among the stockholder making the recommendation, each person so recommended, and any other person (naming such person) pursuant to which the recommendation is to be made; and (4) all other information regarding each person so recommended that would be required to be included in a proxy statement filed pursuant to the proxy rules of the SEC in the event that such person is nominated by the Wright Board of directors.

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	<b>BioMimetic</b>	<b>Wright</b>
	<p>the proposal, (3) the name and record address of the stockholder, and (4) the class and number of shares of BioMimetic which are beneficially owned by the stockholder, (5) any instruments with a conversion privilege to any class of shares of BioMimetic which are beneficially owned by the stockholder, (6) any short interest in any security of BioMimetic, (7) any dividend rights on the shares of BioMimetic beneficially owned by the stockholder, (8) any performance-related fees that the stockholder is entitled to based on the change in value of BioMimetic's stock and (9) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder.</p>	
<b>Proxy:</b>	<p>BioMimetic's bylaws provide that at any meeting duly called and held at which a quorum is present, every person entitled to vote or execute consents has the right to do so either in person or by proxy to decide such matters. No proxy may be voted on after three years from its date of creation unless the proxy provides for a longer period. Unless and until voted, every proxy will be revocable at the pleasure of the person who executed it or of his legal representatives or assigns, except in those cases where an irrevocable proxy permitted by statute has been given.</p>	<p>Wright's bylaws provide that stockholders entitled to vote at any meeting at which a quorum is present has the right to do so either in person or by proxy. Stockholders represented by proxy will be counted for purposes of constituting a quorum. No proxy will be voted on or after three years from its date, unless the proxy provides for a longer period.</p>
<b>Limitation of Personal Liability of Directors:</b>	<p>BioMimetic's certificate of incorporation provides that to the fullest extent permitted by Delaware statutory or decisional law, as amended or interpreted, no BioMimetic director will be personally liable to BioMimetic or its stockholders for monetary damages for breach of fiduciary duty as a director.</p>	<p>Wright's certificate of incorporation provides that no director of Wright will be personally liable to Wright or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) under Section 174 of the DGCL, (2) for any breach of the director's duty of loyalty to Wright or its stockholders, (3) for acts or omissions not in good faith, (4) for acts or omissions which involve intentional misconduct or a knowing violation of law, or (5) for which the director derived an improper personal benefit.</p>

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	<b>BioMimetic</b>	<b>Wright</b>
<b>Indemnification of Directors and Officers:</b>	BioMimetic's bylaws provides that BioMimetic will indemnify and hold harmless, to the fullest extent permitted by the DGCL (as the same exists or may be subsequently amended or interpreted), any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that such person, or a person of whom he is the legal representative, is or was a director, officer, employee or agent of BioMimetic, or is or was serving as a director, officer, employee or agent of another entity at the request of BioMimetic. BioMimetic will indemnify such person with respect to legal proceedings initiated by such person only if such legal proceedings were approved by the BioMimetic Board.	Wright's certificate of incorporation provides that Wright will indemnify, to the fullest extent permitted by the DGCL (as it now exists or subsequently exists), any person made or threatened to be made a party to an action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of Wright, or is or was serving as a director, officer, trustee, employee or agent of another entity at the request of Wright, so long as the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of Wright, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.
<b>DGCL Section 203 Election:</b>	Under Delaware law a corporation can elect not to be governed by Section 203 of the DGCL, which generally protects publicly traded Delaware corporations from hostile takeovers and from certain actions following such takeovers. BioMimetic has not made this election and is therefore governed by Section 203 of the DGCL.	Under Delaware law a corporation can elect not to be governed by Section 203 of the DGCL, which generally protects publicly traded Delaware corporations from hostile takeovers and from certain actions following such takeovers. Wright has not made this election and is therefore governed by Section 203 of the DGCL.
<b>Vote on Business Combinations:</b>	Neither BioMimetic's certificate of incorporation nor its bylaws contain any provisions relating to business combinations.	Neither Wright's certificate of incorporation nor its bylaws contain any provisions relating to business combinations.

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**RIGHTS OF STOCKHOLDERS TO SEEK APPRAISAL**

Under Delaware law, holders of BioMimetic common stock who do not wish to accept the merger consideration have the right to dissent from the merger and to receive payment in cash for the fair value of their shares of BioMimetic common stock together with a fair rate of interest, if any, as determined by the Delaware Court of Chancery. These rights are known as appraisal rights. Stockholders may only exercise these appraisal rights by strictly complying with the provisions of Section 262 of the DGCL, which is referred to in this proxy statement/prospectus as Section 262.

The following is intended as a brief summary of the material provisions of the Delaware statutory procedures required to be followed by a stockholder in order to dissent from the merger and perfect its appraisal rights. This summary, however, is not a complete statement of all applicable requirements and is qualified in its entirety by reference to Section 262, the full text of which appears in [Annex E](#) to this proxy statement/prospectus. Failure to precisely follow any of the statutory procedures set forth in Section 262 may result in a termination or waiver of your appraisal rights. This summary does not constitute legal or other advice, nor does it constitute a recommendation that holders of BioMimetic common stock exercise their appraisal rights.

BioMimetic is required to send a notice of appraisal rights to each of its stockholders not less than 20 days prior to the special meeting. This proxy statement/prospectus constitutes the notice to BioMimetic stockholders of the availability of appraisal rights in connection with the merger in compliance with the requirements of Section 262. If you wish to consider exercising your appraisal rights, you should carefully review the text of Section 262 contained in [Annex E](#) to this proxy statement/prospectus because failure to timely and properly comply with the requirements of Section 262 will result in the loss of your appraisal rights under Delaware law.

Holders of shares of BioMimetic common stock who desire to exercise their appraisal rights must (1) not vote in favor of the merger and (2) deliver a written demand for appraisal of his or her shares to the Corporate Secretary of BioMimetic before the vote on the merger at the special meeting. A demand for appraisal must reasonably inform BioMimetic of the identity of the stockholder and that such stockholder intends thereby to demand appraisal of the shares of BioMimetic common stock held by such stockholder. All demands for appraisal should be addressed to BioMimetic Therapeutics, Inc., 389 Nichol Mill Lane, Franklin, Tennessee 37067, Attention: Corporate Secretary, and should be executed by, or on behalf of, the record holder of shares of BioMimetic common stock. **ALL DEMANDS MUST BE RECEIVED BY BIOMIMETIC BEFORE THE VOTE ON THE MERGER AT THE SPECIAL MEETING AT 10:00 A.M. LOCAL TIME ON [ ], 2013.**

If you fail to deliver a written demand for appraisal within the time period specified above and the merger is completed, you will be entitled to receive the merger consideration for your shares of BioMimetic common stock as provided for in the Merger Agreement, but you will have no appraisal rights with respect to your shares of BioMimetic common stock.

To be effective, a demand for appraisal by a holder of shares of BioMimetic common stock must be made by, or in the name of, the registered stockholder, fully and correctly, as the stockholder's name appears on the stockholder's stock certificate(s). Beneficial owners who do not also hold the shares of record may not directly make appraisal demands to BioMimetic. The beneficial owner must, in these cases, have the registered owner, such as a broker, bank or other custodian, submit the required demand in respect of those shares. If shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, execution of a demand for appraisal should be made by or for the fiduciary; and if the shares are owned of record by more than one person, as in a joint tenancy or tenancy in common, the demand should be executed by or for all joint owners. An authorized agent, including an authorized agent for two or more joint owners, may execute the demand for appraisal for a stockholder of record; however, the agent must identify the record owner or owners and expressly disclose the fact that, in executing the demand, he or she is acting as agent for the record owner. A record owner, such as a broker, who holds shares as a custodian for others, may exercise the record owner's right of appraisal with respect to the shares held for one or more beneficial owners, while not exercising this right for other

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beneficial owners. In that case, the written demand should state the number of shares as to which appraisal is sought. Where no number of shares is expressly mentioned, the demand will be presumed to cover all shares held in the name of the record owner. In addition, the stockholder must continuously hold the shares of record from the date of making the demand through the completion of the merger.

If you hold your shares of BioMimetic common stock in a brokerage account or in other custodian form and you wish to exercise appraisal rights, you should consult with your bank, broker or other custodian to determine the appropriate procedures for the making of a demand for appraisal by the custodian.

Within 10 days after the completion of the merger, the surviving corporation must give written notice that the merger has become effective to each stockholder who is entitled to appraisal rights and has properly filed a written demand for appraisal in accordance with Section 262. At any time within 60 days after the completion of the merger, any stockholder who has demanded an appraisal has the right to withdraw the demand and accept the terms of the merger by delivering a written withdrawal of the stockholder's demands for appraisal. If, following a demand for appraisal, you have withdrawn your demand for appraisal in accordance with Section 262, you will have the right to receive the merger consideration for your shares of BioMimetic common stock.

Within 120 days after the effective date of the merger, any stockholder who has delivered a demand for appraisal in accordance with Section 262 will, upon written request to the surviving corporation, be entitled to receive a written statement setting forth the aggregate number of shares not voted in favor of the Merger Agreement and with respect to which demands for appraisal rights have been received and the aggregate number of holders of these shares. This written statement will be mailed to the requesting stockholder within 10 days after the stockholder's written request is received by the surviving corporation or within 10 days after expiration of the period for delivery of demands for appraisal, whichever is later. Within 120 days after the effective date of the merger, either the surviving corporation or any stockholder who has delivered a demand for appraisal in accordance with Section 262 may file a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares held by all such stockholders. Upon the filing of the petition by a stockholder, service of a copy of the petition must be made upon the surviving corporation. The surviving corporation has no obligation to file a petition in the Delaware Court of Chancery in the event there are dissenting stockholders, and the surviving corporation has no present intent to file a petition in the Delaware Court of Chancery. Accordingly, the failure of a stockholder to file a petition within the period specified could nullify the stockholder's previously written demand for appraisal.

If a petition for appraisal is duly filed by a stockholder and a copy of the petition is delivered to the surviving corporation, the surviving corporation will then be obligated, within 20 days after receiving service of a copy of the petition, to provide the Delaware Court of Chancery with a duly verified list containing the names and addresses of all stockholders who have demanded an appraisal of their shares and with whom agreements as to the value of their shares have not been reached by the surviving corporation. After notice to dissenting stockholders who demanded appraisal of their shares, the Delaware Court of Chancery is empowered to conduct a hearing upon the petition, and to determine those stockholders who have complied with Section 262 and who have become entitled to the appraisal rights provided thereby. The Delaware Court of Chancery may require the stockholders who have demanded appraisal for their shares and who hold stock represented by certificates to submit their stock certificates to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with that direction, the Delaware Court of Chancery may dismiss the proceedings as to that stockholder.

After determination of the stockholders entitled to appraisal of their shares, the Delaware Court of Chancery will appraise the fair value of the shares owned by those stockholders. This value will be exclusive of any element of value arising from the accomplishment or expectation of the merger, but will include a fair rate of interest, if any, upon the amount determined to be the fair value. When the value is determined, the Delaware Court of Chancery will direct the payment of the value, with interest thereon accrued during the pendency of the proceeding, if the Delaware Court of Chancery so determines, to the stockholders entitled to receive the same, upon surrender by the holders of the certificates representing those shares.

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In determining fair value, and, if applicable, a fair rate of interest, the Delaware Court of Chancery is required to take into account all relevant factors. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court discussed the factors that could be considered in determining fair value in an appraisal proceeding, stating that proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court should be considered, and that fair price obviously requires consideration of all relevant factors involving the value of a company.

Section 262 provides that fair value is to be exclusive of any element of value arising from the accomplishment or expectation of the merger. In *Cede & Co. v. Technicolor, Inc.*, the Delaware Supreme Court stated that this exclusion is a narrow exclusion [that] does not encompass known elements of value, but which rather applies only to the speculative elements of value arising from such accomplishment or expectation. In *Weinberger*, the Delaware Supreme Court construed Section 262 to mean that elements of future value, including the nature of the enterprise, which are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered.

You should be aware that the fair value of your shares as determined under Section 262 could be more than, the same as, or less than the value that you are entitled to receive under the terms of the Merger Agreement.

Costs of the appraisal proceeding may be imposed upon the surviving corporation and the stockholders participating in the appraisal proceeding by the Delaware Court of Chancery as the Court deems equitable in the circumstances. Upon the application of a stockholder, the Delaware Court of Chancery may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys' fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. In the absence of such a determination of assessment, each party bears its own expenses. Any stockholder who had demanded appraisal rights will not, after the completion of the merger, be entitled to vote shares subject to that demand for any purpose or to receive payments of dividends or any other distribution with respect to those shares, other than with respect to payment as of a record date prior to the completion; however, if no petition for appraisal is filed within 120 days after the completion of the merger, or if the stockholder delivers a written withdrawal of his or her demand for appraisal and an acceptance of the terms of the merger within 60 days after the completion of the merger, then the right of that stockholder to appraisal will cease and that stockholder will be entitled to receive the merger consideration for his or her shares of BioMimetic common stock pursuant to the Merger Agreement. Any withdrawal of a demand for appraisal made more than 60 days after the completion of the merger may only be made with the written approval of the surviving corporation. No appraisal proceeding in the Delaware Court of Chancery will be dismissed as to any stockholder without the approval of the court.

Failure to follow the steps required by Section 262 for perfecting appraisal rights may result in the loss of appraisal rights. In view of the complexity of Section 262, stockholders who may wish to dissent from the merger and pursue appraisal rights should consult their legal advisors.

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**UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS**

The following unaudited pro forma condensed combined financial statements give effect to the merger of Wright and BioMimetic in a transaction to be accounted for under the acquisition method of accounting in accordance with Accounting Standards Codification 805, *Business Combinations*, with Wright treated as the legal and accounting acquirer.

The unaudited pro forma condensed combined balance sheet is based on the individual historical consolidated balance sheets of Wright and BioMimetic as of September 30, 2012, and has been prepared to reflect the merger of Wright and BioMimetic as of September 30, 2012. The unaudited pro forma condensed combined statements of operations are based on the individual historical consolidated statements of operations of Wright and BioMimetic and combine the results of operations of Wright and BioMimetic for the year ended December 31, 2011 and the nine months ended September 30, 2012, giving effect to the merger as if it occurred on January 1, 2011. The historical financial information has been adjusted in the unaudited pro forma condensed combined financial statements to give effect to pro forma events that are directly attributable, factually supportable, and with respect to the unaudited pro forma condensed combined statements of operations, expected to have a continuing impact on the combined results. In addition, the unaudited pro forma condensed combined financial statements do not reflect any of the synergies or cost reductions that may result from the merger and do not include any, restructuring costs or other one-time charges that may be incurred in connection with integrating the operations of Wright and BioMimetic.

These unaudited pro forma condensed combined financial statements are for informational purposes only. They do not purport to indicate the results that would have actually been obtained had the merger been completed on the assumed date or for the periods presented, or which may b