

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4242860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TELA BIO, INC.	01/18/2017
RECEIVING PARTY DATA	
Name:	ORBIMED PRIVATE INVESTMENTS IV, LP
Street Address:	C/O ORBIMED ADVISORS LLC
Internal Address:	601 LEXINGTON AVENUE, 54TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022-4629
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	62367723
Application Number:	62327494
Application Number:	15196439
PCT Number:	US2016039984
Application Number:	15215704
PCT Number:	US2016043240
Application Number:	15283677
Application Number:	15283696
Application Number:	14640014
Application Number:	15214209
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	nfolkman@sheppardmullin.com
Correspondent Name:	SHEPPARD MULLIN RICHTER & HAMPTON LLP
Address Line 1:	379 LYTTON AVENUE
Address Line 4:	PALO ALTO, CALIFORNIA 94301
ATTORNEY DOCKET NUMBER:	53XC-248338

NAME OF SUBMITTER:	KEVIN ROGAN
SIGNATURE:	/Kevin Rogan/
DATE SIGNED:	01/25/2017
Total Attachments: 4 source=06. Patent Security Agreement#page1.tif source=06. Patent Security Agreement#page2.tif source=06. Patent Security Agreement#page3.tif source=06. Patent Security Agreement#page4.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (“Agreement”) is made and entered into as of the 18th day of January, 2017, between TELA Bio, Inc., a Delaware corporation (“*Patent Owner*”) and OrbiMed Private Investments IV, LP, a Delaware limited partnership (“*Collateral Agent*”), as collateral agent for the secured parties under the IP Security Agreement referred to below (the “*Secured Parties*”).

Whereas Patent Owner, the Secured Parties and the Collateral Agent entered into an Intellectual Property Security Agreement dated as of January 18, 2017 (the “*IP Security Agreement*”), which relates to, at least in part, the intellectual property of Patent Owner, and wherein all of the terms and conditions of the aforesaid Security Agreement are hereby incorporated herein by reference;

Whereas the Collateral Agent acts on behalf of the Secured Parties; and

Whereas the Secured Parties require a separate recordable document memorializing their respective security interests in and to all of the patents, and any applications for patents, listed in Schedule A hereto.

NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Security Interest in Patents. To secure the complete and timely payment and satisfaction of all of its obligations to the Secured Parties, the Patent Owner hereby grants, assigns and conveys to the Collateral Agent, on behalf of the Secured Parties, a security interest in and to all of Patent Owner’s Patents (as such term is defined in the IP Security Agreement), including, without limitation, those forth on Schedule A hereto (as the same may be amended pursuant hereto from time to time), and including, without limitation, all continuations, divisionals, continuations in part, reissues or reexamines, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) and all rights owned by Patent Owner corresponding thereto throughout the world.

2. Future Patents. The Patent Owner authorizes the Collateral Agent to modify this Agreement by amending Schedule A to include any future Patents or applications for Patent whether or not related to the Patents and applications under paragraph 1 hereof.

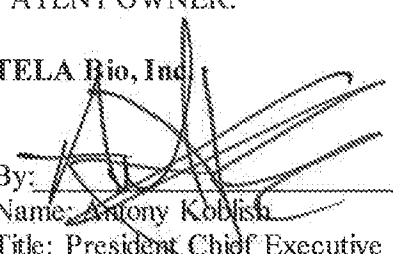
3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PATENT OWNER:

TELA Bio, Inc.

By: 
Name: Anthony Koblish
Title: President Chief Executive Officer

COLLATERAL AGENT:

OrbiMed Private Investments IV, LP

By: OrbiMed Capital GP IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:

Name:
Title:

[Signature page to Patent Security Agreement]

PATENT
REEL: 041082 FRAME: 0680

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PATENT OWNER:

TELA Bio, Inc.

By: _____

Name: Antony Koblish

Title: President Chief Executive Officer

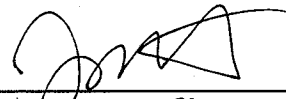
COLLATERAL AGENT:

OrbiMed Private Investments IV, LP

By: OrbiMed Capital GP IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:



Name: Jonathan Silverstein

Title: member

[Signature page to Patent Security Agreement]

SCHEDULE A

PATENT APPLICATIONS

1. U.S. Patent App. No. 62/367,723, titled "Multiple Component Packaging System for Sterilization of a Packaged Device", filed 7/28/2016
2. U.S. Patent App. No. 62/327,494, titled "Adhesion Barriers Sewn onto or Sewn Into Implantable Soft Tissue Repair Substrates", filed 4/26/2016
3. U.S. Patent App. No. 15/196,439, titled "Corner-Lock Stitch", filed 6/29/2016
4. U.S. Patent PCT. No. PCT/US2016/039984, titled "Corner-Lock Stitch", filed 6/29/2016
5. U.S. Patent App. No. 15/215,704, titled "Compliance Control Stitching in a Substrate Materials", filed 7/21/2016
6. U.S. Patent PCT No. PCT/US2016/043240, titled "Compliance Control Stitching in a Substrate Materials", filed 7/21/2016
7. U.S. Patent App. No. 15/283,677, titled "Corner Lock Stitch Patterns", filed 10/3/2016
8. U.S. Patent App. No. 15/283,696, titled "Compliance Control Stitching in a Substrate Materials", filed 10/3/2016
9. U.S. Patent App. No. 14/640,014, titled "Surgical Attachment Device", published 9/10/2016
10. U.S. Patent App. No. 15/214,209, titled "Surgical Attachment Device", filed 7/19/2016