

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5500289

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | HEALTEC, LLC | 04/17/2019 |
| RECEIVING PARTY DATA | | |
| Name: | ORGANOGENESIS INC. | |
| Street Address: | 85 DAN ROAD | |
| City: | CANTON | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 02021 | |
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | |
| Application Number: | 14491842 | |
| Application Number: | 61983319 | |
| Application Number: | 61879944 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (617)832-7000 | |
| <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> | | |
| Phone: | 617-832-1000 | |
| Email: | patentdocketing@foleyhoag.com, fguarino@foleyhoag.com | |
| Correspondent Name: | FOLEY HOAG LLP | |
| Address Line 1: | 155 SEAPORT BLVD. | |
| Address Line 4: | BOSTON, MASSACHUSETTS 02210-2600 | |
| NAME OF SUBMITTER: | FAY GUARINO | |
| SIGNATURE: | /Fay Guarino/ | |
| DATE SIGNED: | 04/30/2019 | |
| Total Attachments: 4 | | |
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of April 29, 2019 (the “**Effective Date**”), is made by and between Healtec, LLC (“**Assignor**”), a Delaware limited liability company, and Organogenesis Inc. (“**Assignee**”), a Delaware corporation, in connection with the transfer of certain assets of Assignor to Assignee pursuant to an Asset Purchase Agreement, dated as of April 29, 2019 (the “**Purchase Agreement**”), by and between Assignor and Assignee.

WHEREAS, on the terms and subject to the conditions and other provisions set forth in the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of the entire right, title and interest of Assignor in, to and under certain assets, including, among other assets, certain Assigned Patents (as defined herein), and Assignor and Assignee have further agreed to execute and deliver this Patent Assignment to evidence such transactions.

NOW THEREFORE, in consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the Closing (as defined in the Purchase Agreement), the Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, Assignor’s entire right, title, and interest in and to the following (the “**Assigned Patents**”):

| Title | Status | Country | Application Number | Application Date |
|--------------------|--------|---------------|--------------------|--------------------|
| Curette | | United States | 61/879,944 | September 19, 2013 |
| Curette with light | | United States | 61/983,319 | April 23, 2014 |
| | | United States | 14/491,842 | September 19, 2014 |

and in and to any patent, patent application, continuation, divisional, reissue or reexamination that claims priority to or issues from any of the foregoing, and all rights, benefits and priorities afforded under applicable law with respect thereto, including claims for past infringement or misappropriation.

2. Recordation. Assignor hereby requests the Director of the United States Patent and Trademark Office and applicable non-US patent authorities to record Assignee as the assignee of

the Assigned Patents and issue the patents issuing from applications within the Assigned Patents to the Assignee.

3. Miscellaneous. Assignor and Assignee agree that this Patent Assignment shall be governed by the governing law and venue provisions of the Purchase Agreement. This Assignment is intended to effect the sale, assignment, transfer, conveyance and delivery of the Assigned Patents to Assignee as described in the Purchase Agreement and nothing contained in this Patent Assignment shall in any way modify, supersede, rescind, waive, exceed, expand, enlarge or in any other way affect the terms of the Purchase Agreement. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Patent Assignment, along with the Purchase Agreement and its schedules and exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Patent Assignment may not be altered or modified in any manner except by a writing signed by the parties hereto. The failure of any party to enforce any terms or provisions of this Patent Assignment shall not waive any of its rights under such terms or provisions. This Patent Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[The remainder of the page left blank intentionally; signature page follows]

IN WITNESS WHEREOF, the parties hereto enter into and execute this Patent Assignment Agreement as of the date first written above. Where necessary to perfect Assignee's right and title in the Assigned Patents, this instrument is executed as a deed.

ASSIGNOR
HEALTEC, LLC

By: [Signature] Print Name: Dr. Shawn Carpenter
Title: President

WITNESS FOR ASSIGNOR

By: [Signature] Print Name: Tasha Meals
Title: COO

STATE OF LOUISIANA, PARISH OF TANGIPAHOTA

On this, the 17th day of April, 2019, before me a notary public, the aforesaid officer, personally appeared DR. SHAWN CARPENTER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

By: [Signature] (Notary Public)
My commission expires on: NOV 15 2021

Jeffrey D. Jeter
Notary Public
Parish of East Baton Rouge
State of Louisiana
Notary ID No. 54633
LA Bar Roll No. 24473
My Commission is for Life

[Assignees's Signature Page Follows]

Dated this 25th day of April, 2019

ASSIGNEE
ORGANOGENESIS INC.

By: [Signature] Print Name: GARY S. GILLHEENEY

Title: President & CEO

WITNESS FOR ASSIGNEE

By: [Signature] Print Name: Susan Fredigh

Title: Executive Assistant

COMMONWEALTH OF MASSACHUSETTS, Norfolk County, ss.

On this, the 25th day of April, 2019, before me a notary public, the aforesaid officer, personally appeared Gary S. Gillheene, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

By: [Signature] (Notary Public)

My commission expires on: September 30, 2022

