

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6853252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ORGANOGENESIS INC.	08/06/2021
PRIME MERGER SUB, LLC	08/06/2021

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	9782515
Patent Number:	9539104
Patent Number:	9486316
Patent Number:	9616093
Patent Number:	10517902
Patent Number:	9700585
Patent Number:	9511119
Patent Number:	10765705
Patent Number:	10576107
Patent Number:	10279075
Application Number:	14712156
Application Number:	14972535
Application Number:	15059558
Application Number:	15309566
Application Number:	16746541
Application Number:	16944059
Application Number:	17365950
Application Number:	63224209
Application Number:	17215921

PATENT

Property Type	Number
Application Number:	14491842

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1448959 PAT A
NAME OF SUBMITTER:	GWENDOLYN MECSAS
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	08/06/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 6, 2021 by and between the companies listed on the signature page hereto (each a “*Grantor*”) and SILICON VALLEY BANK, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **ORGANOGENESIS HOLDINGS INC.**, a Delaware corporation (the “*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of August 6, 2021, by and among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), SILICON VALLEY BANK, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrower under the Credit Agreement, the Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the parties hereto agree as follows:

AGREEMENT

Each Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively, including all claims and the right to sue for any past, present and future infringement or other impairment thereof, all proceeds thereof, any goodwill associated therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding, for the avoidance of doubt, any intent-to-use United States Trademark application for which neither (a) an amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a)

has been filed with and accepted by the United States Patent and Trademark Office, nor (b) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and accepted by the United States Patent and Trademark Office) (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, Administrative Agent shall execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

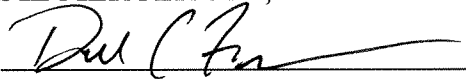
ORGANOGENESIS INC.

By: 

Name: David Francisco

Title: Chief Financial Officer

PRIME MERGER SUB, LLC

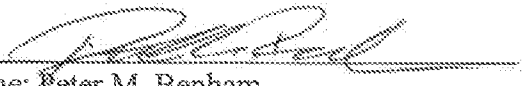
By: 

Name: David Francisco

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Peter M. Benham

Title: Managing Director & Head of Corporate Banking

[Signature Page to Intellectual Property Security Agreement]

SVB Confidential

PATENT
REEL: 057108 FRAME: 0851

EXHIBIT A

COPYRIGHTS

Registered U.S. Copyrights

None.

EXHIBIT B
PATENTS

Issued U.S. Patents of Organogenesis Inc.

COUNTRY	PRODUCT	PATENT TITLE	FILING DATE	APPLICATION NUMBER	ISSUE DATE	PATENT NUMBER
USA	Gintuit	Oral Tissue Regeneration and Repair	9/9/2008	12/282,326	10/10/2017	9,782,515
USA	Other	Osteoconductive Implants and Methods of Using Same *	1/25/2013	13/750,212	1/10/2017	9,539,104
USA	Other	Osteoconductive Implants and Methods of Using Same *	1/25/2013	13/750,238	11/8/2016	9,486,316
USA	Other	Placental Membrane Preparation and Methods of Making and Using Same *	1/30/2013	13/754,742	4/11/2017	9,616,093
USA	Other	Expandable Amnion Membrane for Treating Non-Healing Wounds *	3/14/2013	13/826,139	12/31/2019	10,517,902
USA	Other	Multipotent Prenatal Stem Cells *	9/26/2013	14/038,274	7/11/2017	9,700,585
USA	Other	Preparations Containing Hepatocyte Growth Factor and Hyaluronic Acid and Methods of Making and Using Same *	3/14/2014	14/211,929	12/6/2016	9,511,119
USA	Other	Curette With Light ◇	9/19/2014	14/491,842	3/26/2019	10,576,107
USA	Other	Visco-Supplement Compositions and Methods of Use Thereof *	11/24/2015	14/950,186	9/8/2020	10,765,705

USA	Other	Methods of Treating Joint Diseases, Disorders, and Conditions with Tissue Inhibitors of Matrix Metalloproteinases *	3/31/2016	15/086,985	3/3/2020	10,576,107
USA	Other	Preparations Containing Hepatocyte Growth Factor and Hyaluronic Acid and Methods of Making and Using Same *	10/28/2016	15/337,427	5/7/2019	10,279,075

* acquired from NuTech Medical, Inc.

◇ acquired from Healtec, LLC

Pending U.S. Patent Applications of Organogenesis Inc.

COUNTRY	PRODUCT	PATENT TITLE	FILING DATE	APPLICATION NUMBER	ISSUE DATE	PATENT NUMBER
USA	Other	Placental Membrane Preparations and Methods of Making and Using Same for Regenerating Cartilage and Spinal Intervertebral Discs *	5/14/2015	14/712,156	N/A	N/A
USA	Other	Method and Composition for Hypothermic Storage of Placental Tissue *	12/17/2015	14/972,535	N/A	N/A
USA	Other	Methods of Treating Chronic Wounds with Amniotic Fluid Having Elevated Levels of Tissue Inhibitors of Matrix Metalloproteinases *	3/3/2016	15/059,558	N/A	N/A

USA	Other	Wound Care Treatment and Methods of Making and Using Same *	11/8/2016	15/309,566	N/A	N/A
USA	Other	Methods of Treating Joint Diseases, Disorders, and Conditions with Tissue Inhibitors of Matrix Metalloproteinases *	1/17/2020	16/746,541	N/A	N/A
USA	Other	Visco-Supplement Compositions and Methods of Use Thereof *	7/30/2020	16/944,059	N/A	N/A
USA	Other	Placental Membrane Preparations and Methods of Making and Using Same for Regenerating Cartilage and Spinal Intervertebral Discs *	7/1/2021	17/365,950	N/A	N/A
USA	Other	Porcine Collagen Compositions and Methods of Use Thereof	07/21/2021	63/224,209	N/A	N/A
USA	Other	Methods, Kits And Compositions For Characterizing An Anti-Inflammatory Response Of A Product*	3/29/2021	17/215,921	N/A	N/A

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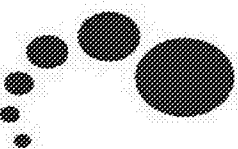
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EXHIBIT C

TRADEMARKS

Registered U.S. Trademarks of Organogenesis Inc.

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
USA	PURAPLY	86512814	23-JAN-2015	4942534	19-APR-2016	5	Registered
USA	DERMAGRAFT	74530123	26-MAY-1994	1934437	07-NOV-1995	10	Registered (Supplemental Register)
USA	Design Only 	77663209	04-FEB-2009	3861562	12-OCT-2010	5	Registered
USA	DERMAGRAFT	86912511	18-FEB-2016	5194057	02-MAY-2017	5	Registered

Pending/Allowed U.S. Trademark Applications of Organogenesis Inc.

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
USA	LayerLoc	88272282	23-JAN-2019	N/A	N/A	5	Pending
USA	TRANSCYTE	87662519	27-OCT-2017	N/A	N/A	5	Pending
USA	THE BIOTECH HEALER	87868037	09-APR-2018	N/A	N/A	5	Pending
USA	PuraForce	87868034	09-APR-2018	N/A	N/A	5	Pending
USA	ORGANOGENESIS	87864928	05-APR-2018	N/A	N/A	5	Pending
USA	GINTUIT	88714232	8-DEC-2020	N/A	N/A	5	Pending
USA	FortiShield	90810034	03-JUL-2021	N/A	N/A	5	Pending
USA	TransShield	90810035	03-JUL-2021	N/A	N/A	5	Pending

Registered U.S. Trademarks of Prime Merger Sub, LLC

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
USA	AFFINITY	86193093	13-FEB-2014	4672985	13-JAN-2015	5	Registered
USA	ALLOFRESH	86568630	18-MAR-2015	5166962	21-MAR-2017	39	Registered
USA	NUCEL	77658898	28-JAN-2009	3850898	21-SEPT-2010	5	Registered
USA	NUSHIELD	87078430	21-JUN-2016	5133021	31-JAN-2017	5	Registered

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
USA	NUTECH	77614657	14-NOV-2008	3830069	10-AUG-2010	35	Registered
USA	NUTECH MEDICAL	77614717	14-NOV-2008	3830070	10-AUG-2010	35	Registered
USA	RENU	85730983	17-SEPT-2012	4795558	18-AUG-2015	5	Registered

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