

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7502520

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TELA BIO, INC.	05/26/2022
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVE., SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	10213284
Patent Number:	9925030
Patent Number:	10426587
Patent Number:	9775700
Patent Number:	9820843
Patent Number:	10561485
Patent Number:	10130457
Patent Number:	10500030
Patent Number:	10702364
Patent Number:	10675141
Application Number:	16284976
Application Number:	17710671
Application Number:	16554329
Application Number:	16792068
Application Number:	16979150
Application Number:	16813522
Application Number:	63246639
Application Number:	16921428
Application Number:	16893296

CORRESPONDENCE DATA**Fax Number:** (703)610-6200*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:** 7036106100**Email:** DCTrademark@hoganlovells.com**Correspondent Name:** GRETA D. FELDMAN OF HOGAN LOVELLS US LLP**Address Line 1:** 8350 BROAD STREET, 17TH FLOOR**Address Line 2:** ATTN: BOX INTELLECTUAL PROPERTY**Address Line 4:** TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	036639.000071
NAME OF SUBMITTER:	GRETA D. FELDMAN OF HOGAN LOVELLS US LLP
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	08/24/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 26th day of May, 2022 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **TELA BIO, INC.**, a Delaware corporation (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached

hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or electronic mail, or three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as follows:

If Agent: MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 300
Bethesda, MD 20814
Attn: Account Manager for TELA Bio transaction
Facsimile: 301-941-1450
Email: notices@midcapfinancial.com

With a copy to:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 300
Bethesda, MD 20814
Attn: Legal
Facsimile: 301-941-1450
Email: legalnotices@midcapfinancial.com

If to a Grantor: TELA Bio, Inc.
1 Great Valley Parkway, Suite 24
Malvern, PA 19355
Attn: Robert Cuca
Email: rcuca@telabio.com

or as may be designated by such party in a written notice to all of the other parties complying as to delivery with the terms of this paragraph.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual

Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

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.

GRANTOR:

TELA BIO, INC.

By: 
Name: Roberto Cuca
Title: Chief Operating Officer & Chief Financial Officer

Address:

TELA Bio, Inc.
1 Great Valley Parkway, Suite 24
Malvern, PA 19355
Attn: Roberto Cuca
Facsimile: 610-644-3769
E-Mail: rcuca@telabio.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

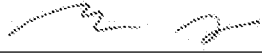
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT B

Patents

<u>Description</u>	<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patent	Corner-Lock Stitch Patterns	US 10213284 US 15/196,439	6/29/2016
Patent	Corner-Lock Stitch Patterns	US 9925030 US 15/283,677	10/03/2016
Patent Application	Corner-Lock Stitch Patterns	US 16/284,976	2/25/2019
Patent Application	Corner-Lock Stitch Patterns	US 17/710,671	3/31/2022
Patent	Corner-Lock Stitch Patterns	DE 602016063436.8 DE 167393339	6/29/2016
Patent	Corner-Lock Stitch Patterns	EP 3317448 EP 167393339	6/29/2016
Patent	Corner-Lock Stitch Patterns	FR 3317448 FR 167393339	6/29/2016
Patent	Corner-Lock Stitch Patterns	GB 3317448 GB 167393339	6/29/2016
Patent	Compliance Control Stitching In Substrate Materials	US 15215704 US 10/426,587	07/21/2016
Patent	Compliance Control Stitching In Substrate Materials	US 9775700 US 15/283,696	10/3/2016
Patent Application	Compliance Control Stitching In Substrate Materials	US 16/554,329	8/28/2019
Patent Application	Compliance Control Stitching In Substrate Materials	EP 167450261	7/21/2016
Patent	Hernia Repair Grafts Having Anti-Adhesion Barriers	US 15/498,409 US 9820843	4/26/2017
Patent	Hernia Repair Grafts Having Anti-Adhesion Barriers	US 15/814,275 US 10561485	11/15/2017
Patent Application	Hernia Repair Grafts Having Anti-Adhesion Barriers	US 16/792,068	2/14/2020
Patent Application	Hernia Repair Grafts Having Anti-Adhesion Barriers	EP 177903796	4/26/2017
Patent Application	Surgical Repair Graft	EP 197646219	3/8/2019
Patent Application	Surgical Repair Graft	US 16/979,150	3/8/2019
Patent Application	Textured Medical Textiles	US 16/813,522	3/9/2020

<u>Description</u>	<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patent Application	Textured Medical Textiles	EP 207700451	3/9/2020
Patent Application	Self-Powered Medical Drain Device	US 63/246,639	9/21/2021
Patent	Surgical Attachment Device	US 14/640,014 US 10130457	3/5/2015
Patent	Surgical Attachment Device	US 10500030 US 15/214,209	7/19/2016
Patent	Surgical Attachment Device	US 10702364 US 15/214,229	7/19/2016
Patent Application	Surgical Attachment Device	US 16/921,428	7/6/2020
Patent	Reinforced Orthopedic Devices And Methods	US 15/272,389 US 10675141	9/21/2016
Patent Application	Reinforced Orthopedic Devices And Methods	US 16/893,296	6/4/2020

Patent Licenses

The below Patents licensed to Grantor by Aroa Biosurgery Ltd. (f/k/a Mesynthes LTD.) pursuant to that certain Second Amended and Restated License, Product Development and Supply Umbrella Agreement dated July 16, 2015.

Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration/ Publication or Application Number	Filing Date/Expiration Date
Tissue scaffolds derived from forestomach extracellular matrix	Patent	US 8,415,159 US 12/512,835	07/30/2009/ 03/09/2021
Tissue scaffolds derived from forestomach extracellular matrix	Patent	US 8,758,781 US 13/770,623	02/19/2013/ 07/30/2029
Tissue scaffolds derived from forestomach extracellular matrix	Patent	CA 2,731,374 CA 2731374C	07/30/2009/ 07/30/2029
Tissue scaffolds derived from forestomach extracellular matrix	Patent	EP 2326336 EP 20090803207	7/30/2009/ 7/30/2029