

08-14-2001



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DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form **PTO-1594**  
(Rev. 09/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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RECORD  
TRADE



07-25-2001

U.S. Patent & TMO/TM Mail Rcpt. Dt. #31

original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Organogenesis Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

Name of receiving party(ies)

Name: The Berkshire Bank

Internal Address: \_\_\_\_\_

Street Address: 600 Madison Avenue, 11th Floor

City: New York State: NY Zip: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78-048,647

B. Trademark Registration No.(s)

2,113,208

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bonnie D. Podolsky, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue,  
39th Floor

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$465

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Katherine Meyer  
Name of Person Signing

[Signature]  
Signature

7/25/01  
Date

Total number of pages including cover sheet, attachments, and document: 52

08/13/2001 DBYRNE 00000062 78048647

01 FC:481  
02 FC:482

40.00 OP  
425.00 OP

Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002347 FRAME: 0001**

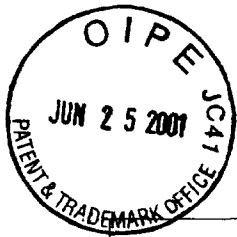


Rider to Trademark Recordation Form Cover Sheet (Continuation)

Additional Conveying Parties

Dan Capital Corp., a corporation

ECM Pharma, Inc., a corporation



Trademarks

<b>Registered Trademarks</b>	<b>Trademark Applications</b>
2,107,026	78-058,871
2,353,701	78-058,873
58,429	78-058,905
	78-057,021
	78-058,868
	78-058,866
	78-057,017
	78-057,020
	78-057,019
	78-058,906
	78-058,878
	75-573,209
	75-499,440



## SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), is entered into as of June 29 2001, by Organogenesis Inc., a Delaware corporation ("Borrower"), Dan Capital Corp., a Delaware corporation, and ECM Pharma, Inc., a Delaware corporation, (each a "Subsidiary") and collectively with Borrower, the "Pledgors" and each individually a "Pledgor") in favor of The Berkshire Bank. Capitalized terms used without definition herein shall have the meanings given to such terms in the Commercial Loan Agreement and the Note referred to below.

### WITNESSETH:

WHEREAS, pursuant to the terms of the Revolving Credit Agreement dated as of the date hereof (the "Loan Agreement") and the Note, dated as of the date hereof (as amended, modified or supplemented, the "Note"), in favor of the Secured Party, the Secured Party has made a Loan to Borrower and may in the future make additional Loans to Borrower:

WHEREAS, each Subsidiary is a wholly-owned subsidiary of the Borrower and shall derive substantial benefit from the proceeds of the Loans:

WHEREAS, it is a condition precedent to Secured Party making the Loans to Borrower that each of Borrower and each Subsidiary executes this Agreement, in favor of the Secured Party.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the Secured Party to make the Initial Loan to Borrower and to make any such additional Loans, each Pledgor and Secured Party hereby agrees as follows:

Section 1. GRANT AND PLEDGE OF SECURITY. Each Pledgor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party a security interest in all of the personal property of such Pledgor, in each case, as to each type of property described below, whether now owned or hereafter owned or acquired, wherever located and whether now or hereafter existing, and including without limitation the following (collectively, the "Collateral"):

(a) all of such Pledgor's right, title and interest in and to all "equipment", as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York (the "New York UCC"), now or hereafter owned by such Pledgor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles and any or all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, together with all condemnation awards, materials, appurtenances, rights and other property interests now or at any time hereafter owned by such Pledgor (any and all such

machinery, property, equipment, furnishings, fixtures, attachments, components, parts and accessions being the "Equipment");

(b) all of such Pledgor's right, title and interest in and to all merchandise, inventory and goods in all of its forms, including, without limitation, (i) all raw materials, work in process therefor, finished products and other goods and materials used or consumed in the manufacture or production thereof (including, without limitation, all wrapping, packaging, advertising, shipping materials, labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof owned, consumed, used or held for use or sale, directly or indirectly, by, or on behalf of or for the account of Pledgor), (ii) goods in which such Pledgor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Pledgor has an interest or right as consignee), (iii) goods that are returned to or repossessed by such Pledgor, and (iv) all "inventory" as such term is defined in the New York UCC and all additions, substitutions and replacements thereof, and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");

(c) all of such Pledgor's right, title and interest in and to any "account" and "general intangibles" as each such term is defined in the New York UCC and, in any event, shall include, but shall not be limited to, all accounts, contract rights, "chattel paper" (as defined in the New York UCC and hereinafter referred to as "Chattel Paper"), instruments, deposit accounts, general intangibles and other rights and obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods, or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts, and all guaranties, endorsements and indemnifications on, or of, any of the foregoing, securing or otherwise relating to any such accounts, contract rights, Chattel Paper, instruments, deposit accounts, general intangibles, rights or obligations (any and all such accounts, contract rights, Chattel Paper, instruments, deposit accounts, general intangibles, rights and obligations, to the extent not referred to in clause (d), (e), (f), (g) or (h) below, being the "Receivables", and any and all such leases, security agreements and other contracts being the "Related Contracts");

(d) all of such Pledgor's right, title and interest in and to each of its material agreements, in each case as such agreements may be amended or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of such Pledgor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Pledgor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of such Pledgor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Pledgor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (all such Collateral being the "Agreement Collateral"); provided, however, that nothing herein shall be deemed to grant to Secured Party a

security interest in any agreement, or any rights of a Pledgor therein, if such agreement by its terms prohibits assignment or a grant of a security interest therein):

(e) all of such Pledgor's right, title and interest in and to all general intangibles of the Pledgor (other than general intangibles for money due or to become due and described in clause (c) above), including, without limitation, all trademarks, trade names, trade styles, trade secrets, service marks, logos, copyrights, patents, patent applications, computer programs and all permits, licenses (written or oral), license applications, registrations and goodwill relating to or associated with any of the foregoing;

(f) all of such Pledgor's Computer Hardware and Software Collateral, Copyright Collateral, Patent Collateral, Trademark Collateral and Trade Secrets Collateral, in each case as defined on Schedule III hereto (collectively, the "Intellectual Property Collateral");

(g) all of such Pledgor's securities (whether certificated or uncertificated), financial assets, security entitlements or securities accounts (in each case, as defined in the New York UCC);

(h) all instruments, files, records, ledger sheets and documents covering or relating to any of the foregoing Collateral; and

(i) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) through (h) of this Section 1 and all accessions and additions to, all substitutions for and all proceeds, products, substitutions and replacement of any and all of the foregoing) and, to the extent not otherwise included, all (i) payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise and any and all other products of, or any rents, profits or other amounts from time to time paid or payable with respect to any of the foregoing Collateral and (ii) cash (collectively, the "Proceeds").

Section 2. SECURITY FOR OBLIGATIONS. This Agreement secures the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities (including, without limitation, the principal of and interest on the Note issued by, and the Loans evidenced by the Note made to, Borrower, and all indemnities, fees and interest thereon or owed thereunder) of the Borrower to Secured Party, whether now existing or hereafter incurred under, arising out of or in connection with the Note, the Loans, the Loan Agreement, this Agreement or any other Loan Document to which the Borrower or any other Pledgor is a party and the due performance and compliance by Borrower and the other Pledgors with all of the terms, conditions and agreements contained in the Note, the Loan Agreement, this Agreement and such other Loan Documents as well as all other amounts constituting Obligations of Borrower to the Secured Party as defined in the Loan Agreement (all such principal, interest, indemnities, fees, obligations and liabilities being herein collectively called the "Secured Obligations"). Without limiting the generality of the foregoing, this

Agreement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by Borrower to the Secured Party under the Note and any other Loan Document but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Pledgor.

Section 3. PLEDGOR REMAINS LIABLE. Anything herein to the contrary notwithstanding, (a) each Pledgor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of the rights hereunder shall not release a Pledgor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or the Note, nor shall Secured Party be obligated to perform any of the obligations or duties of a Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. SECURED PARTY'S DUTY OF CARE. Secured Party shall have no duty of care with respect to the Collateral except that Secured Party shall exercise reasonable care with respect to the Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or similar property of other Persons held by Secured Party, or (ii) Secured Party takes such action with respect to the Collateral as a Pledgor shall request in writing; however, neither (a) Secured Party's failure to comply with any such request or to do any such act requested by such Pledgor nor (b) Secured Party's failure to take steps to preserve rights against any persons in such property shall be deemed a failure to exercise reasonable care. Each Pledgor agrees that Secured Party does not have any obligation to take steps to preserve rights against any prior parties.

Section 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Without duplication, but subject to the disclosures set forth on the schedules to the Loan Agreement, Borrower hereby confirms and ratifies the representations and warranties contained in the Loan Agreement, and subject to the disclosures set forth on the schedules to the Loan Agreement, Borrower and each other Pledgor further represents, warrants, agrees and covenants as to itself and its Collateral, which representations, warranties, agreements and covenants shall survive execution and delivery of this Agreement, as follows:

(a) All of the Equipment is located at the places specified on Part I of Schedule I hereto. All of the Inventory is located at the places specified on Part II of Schedule I hereto. The chief place of business and chief executive office of each Pledgor and the office where such Pledgor keeps its records concerning the Receivables, and the original copies of each Assigned Agreement and all originals of all Chattel Paper, are located at the address specified for such Pledgor in Section 20(g). Each Pledgor is incorporated in the State of Delaware.

(b) Such Pledgor is the legal and beneficial owner of the Collateral owned by it free and clear of any Lien, except for the security interest created under this Agreement.

any security interest created under the other Transaction Documents and any other liens expressly consented to in writing by the Secured Party. Such Pledgor shall defend the Collateral against all claims and demands of all persons or entities at any time claiming the same or any interest therein adverse to Secured Party. No effective financing statement or other instrument similar in effect covering or purporting to cover all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Secured Party relating to this Agreement.

(c) Set forth on Schedule II hereto is a complete and accurate list as of the date hereof of all names under which such Pledgor is doing business, including, without limitation, trade names, division names and fictitious names.

(d) Such Pledgor has exclusive possession and control of the Equipment and the Inventory that it owns.

(e) The Assigned Agreements have been duly authorized, executed and delivered by such Pledgor, and to the best knowledge of such Pledgor by all other parties thereto, have not been amended or otherwise modified, are in full force and effect and are binding upon and enforceable against such Pledgor in accordance with their terms. There exists no default under any Assigned Agreement by any party thereto actually known to such Pledgor.

(f) This Agreement creates valid security interests in favor of the Secured Party, in the Collateral, and the filing of the Financing Statements with respect to the Collateral and the taking of possession by the Secured Party of all instruments and cash, if any, constituting Collateral from time to time will perfect and establish the priority of such security interests, securing payment of the Loans. Upon such filing or possession, as the case may be, all filing, possession, and other actions necessary or desirable to perfect and protect such security interests will have been duly taken.

(g) No consent of any other person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required (i) for the grant by such Pledgor of the assignment and security interest granted hereunder or for the execution, delivery or performance of this Agreement by such Pledgor, (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereunder (including the first priority nature of such pledge, assignment or security interest), except for the filing of Financing and/or Continuation Statements under the UCC, which Financing Statements have been duly filed and are effective, under applicable law, to perfect the security interest granted to Secured Party herein, or (iii) for the exercise by Secured Party of the rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement.

(h) This Agreement is made with full recourse to such Pledgor (including, without limitation, with full recourse to all assets of such Pledgor) and pursuant to and upon all warranties, representations, covenants and agreements on the part of such Pledgor contained herein, in the Note, the Loan Agreement and otherwise in writing in



connection herewith or therewith.

(i) With respect to any Intellectual Property Collateral the loss, impairment or infringement of which might have a materially adverse effect on the financial condition, operation, assets, business, properties or prospects of such Pledgor:

(i) such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part:

(ii) to the knowledge of the Borrower and the other Pledgors such Intellectual Property Collateral is valid and enforceable:

(iii) such Pledgor has made or will, within a reasonable period of time after the date hereof, make all reasonably necessary filings and recordations to protect its respective interests in such Intellectual Property Collateral, including, without limitation, recordations of all of their respective interests in the Patent Collateral and Trademark Collateral in the United States Patent and Trademark Office and its claims to the Copyright Collateral in the United States Copyright Office:

(iv) such Pledgor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property Collateral and no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party; and

(v) such Pledgor has performed and will continue to perform all reasonable acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Intellectual Property Collateral in full force and effect.

Such Pledgor owns directly or is entitled to use by license or otherwise, all patents, Trademarks, Trade Secrets, copyrights, licenses, technology, know how, processes and rights with respect to any of the foregoing used in, necessary for or of importance to the conduct of each such Pledgor's business.

Section 6. FURTHER ASSURANCES. Each Pledgor agrees that from time to time, at its own expense, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Pledgor will: (i) if any Collateral shall be evidenced by a promissory note or other instrument or Chattel Paper, deliver and pledge to Secured Party hereunder such note or instrument duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to Secured Party; and (ii) execute and file such Financing or Continuation Statements, or amendments thereto, and such

other instruments or notices, including but not limited to subsequent recordings and filings with the United States Patent and Trademark Office, as may be reasonably necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereunder.

Each Pledgor hereby authorizes Secured Party to file one or more Financing or Continuation Statements, and amendments thereto, relating to all or any part of the Collateral without the signature of such Pledgor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a Financing Statement where permitted by law.

Section 7. AS TO EQUIPMENT AND INVENTORY. Each Pledgor shall keep the Equipment and the Inventory at the places therefor specified in Section 5(a) or, upon prior written notice to Secured Party, at such other places in a jurisdiction where all action required by Section 6 shall have been taken with respect to such Equipment and the Inventory.

(a) Each Pledgor shall cause the Equipment owned by it to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual where applicable, and shall forthwith, or in the case of any loss or damage to any of such Equipment as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith that are necessary or desirable to such end. Each Pledgor shall promptly furnish to Secured Party a statement respecting any material loss or damage to any of the Equipment owned by it.

(b) Each Pledgor shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including, without limitation, claims for labor, materials and supplies) against, the Equipment and Inventory owned by it, except those being contested diligently in good faith.

Section 8. INSURANCE. Each Pledgor shall, at its own expense, maintain insurance with respect to the Equipment and the Inventory in such form and with responsible and reputable insurance companies or associations in such amounts and covering such risks as are currently maintained by such Pledgor which shall be reasonably satisfactory to Secured Party from time to time.

Section 9. PLACE OF PERFECTION; RECORDS; COLLECTION OF RECEIVABLES. Each Pledgor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Collateral owned by it, and the original copies of the Assigned Agreements and all originals of all Chattel Paper that evidence Receivables, at the location therefor specified in Section 5(a) or, upon prior written notice to Secured Party, at such other location in a jurisdiction where all actions required by Section 6 shall have been taken with respect to the Collateral. In the event a Pledgor proposes to change the jurisdiction of its incorporation to a jurisdiction other than Delaware, such Pledgor shall so notify the Secured Party not less than 15 days prior to the effective date of such change.

Section 10. AS TO THE ASSIGNED AGREEMENTS. Each Pledgor shall, at its own expense:

(i) perform and observe all the terms and provisions of the Assigned Agreements to be performed or observed by it, maintain the Assigned Agreements in full force and effect in accordance with their terms, enforce the Assigned Agreements in accordance with their terms and take all such action to such end as may be from time to time requested by Secured Party; and

(ii) furnish to Secured Party promptly upon receipt thereof copies of all notices, requests and other documents received by Pledgor under or pursuant to the Assigned Agreements, and from time to time (A) furnish to Secured Party such information and reports regarding the Collateral as Secured Party may request and (B) upon request of Secured Party make to each other party to any Assigned Agreement such demands and requests for information and reports or for action as such Pledgor is entitled to make thereunder.

Section 11. ASSIGNED AGREEMENTS, CONTINUED. Each Pledgor agrees not: (i) to cancel or terminate any Assigned Agreement or consent to or accept any cancellation or termination thereof other than in the ordinary course of business; (ii) to amend or otherwise modify any Assigned Agreement or give any consent, waiver or approval thereunder other than in the ordinary course of business; (iii) to waive any default under or breach of any Assigned Agreement other than in the ordinary course of business; (iv) to consent to or permit or accept any prepayment of amounts to become due under or in connection with any Assigned Agreement, except as expressly provided therein other than in the ordinary course of business; or (v) to take any other action in connection with any Assigned Agreement that would impair the value of the interest or rights of Pledgor thereunder or that would impair the interest or rights of Secured Party.

Section 12. [INTENTIONALLY OMITTED].

Section 13. AS TO INTELLECTUAL PROPERTY COLLATERAL. (i) Each Pledgor shall not unless such Pledgor shall either (A) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Secured Party) that any of the Patent Collateral is of negligible economic value to such Pledgor, or (B) have a valid business purpose to do otherwise, do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(ii) Such Pledgor shall not, and shall not permit any of its licensees to, unless such Pledgor shall either (A) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Secured Party) that any of the Trademark Collateral is of negligible economic value to such Pledgor, or (B) have a valid business purpose to do otherwise.

(1) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from

any claim of abandonment for non-use.

(2) fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral.

(3) fail to employ all of the Trademark Collateral registered with any Federal or state or foreign authority with an appropriate notice of such registration.

(4) adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral.

(5) use any of the Trademark Collateral registered with any Federal or state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made, or

(6) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(iii) Such Pledgor shall not unless such Pledgor shall either (A) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Secured Party) that any of the Copyright Collateral or any of the Trade Secrets Collateral is of negligible economic value to such Pledgor, or (B) have a valid business purpose to do otherwise, do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral or any of the Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenowable term of a registration thereof.

(iv) Such Pledgor agrees to promptly notify the Secured Party if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding such Pledgor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same.

(v) Neither such Pledgor nor any of its agents, employees, designees or licensees, shall file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any

political subdivision thereof, unless it promptly informs the Secured Party, and upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in such Intellectual Property Collateral and the goodwill and general intangibles of each such Pledgor relating thereto or represented thereby.

(vi) Such Pledgor agrees to take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Intellectual Property Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clauses (i), (ii) and (iii)).

(vii) To the extent applicable, such Pledgor shall execute and deliver to the Secured Party an Agreement (Patent), an Agreement (Trademark) and an Agreement (Copyright) in the forms of Exhibit A, Exhibit B and Exhibit C hereto, respectively, and shall execute and deliver to the Secured Party any other document required to acknowledge or register or perfect the Secured Party's interest in any part of the Intellectual Property Collateral.

Section 14. SECURED PARTY APPOINTED ATTORNEY-IN-FACT. Each Pledgor irrevocably appoints Secured Party, effective upon the occurrence and during the continuation of any Event of Default, such Pledgor's attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in Secured Party's discretion and upon notice to such Pledgor, to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement.

Section 15. SECURED PARTY MAY PERFORM. If any Pledgor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by such Pledgor under Section 16(b).

Section 16. REMEDIES. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under the Loan Agreement, the Note or by law, all the rights and remedies of a debtor upon default under the New York UCC (whether or not the New York UCC applies to the affected Collateral) and also may (i) require each Pledgor to, and each Pledgor hereby agrees that

it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral owned by it as directed by Secured Party and make it available to Secured Party at a place and time to be designated by Secured Party and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Each Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as follows: first, to the Secured Party in an amount sufficient to pay in full the reasonable expenses of the Secured Party in connection with such sale, collection or other realization, including all expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, including without limitation reasonable attorney's fees; second, to the Secured Party in an amount equal to the then accrued interest on the Secured Obligations; third, to the Secured Party in an amount equal to the unpaid principal of the Secured Obligations; fourth, to the Secured Party in an amount equal to any other Secured Obligations which are then unpaid and finally, upon payment in full of all of the Secured Obligations, to pay to Borrower or the other Pledgors, or their respective representatives or as a court of competent jurisdiction may direct, any surplus then remaining. It is understood that each Pledgor shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

(c) Secured Party may exercise any and all rights and remedies of each Pledgor under or in connection with the Assigned Agreements or otherwise in respect of the Collateral, including, without limitation, any and all rights of such Pledgor to demand or otherwise require payment of any amount under, or performance of any provision of, any Assigned Agreement.

(d) All payments received by each Pledgor under or in connection with any Assigned Agreement or otherwise in respect of the Collateral owned by it shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of such Pledgor and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement).

(e) Anything herein or in the other Loan Documents to the contrary notwithstanding, the Secured Party will use funds in the Cash Collateral Account to pay the Secured Obligations and will exercise its remedies with respect to other Collateral only if such funds are insufficient fully to pay and discharge all such Secured Obligations.

Section 17. INDEMNITY AND EXPENSES. Each Pledgor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities found in a final, appealable judgment by a court of competent jurisdiction to have resulted solely from Secured Party's gross negligence or willful misconduct.

Section 18. COSTS AND EXPENSES. Each Pledgor agrees to pay to Secured Party, upon demand, the amount of any and all reasonable costs and expenses, including, without limitation, the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder or (iv) the failure by such Pledgor to perform or observe any of the provisions hereof.

Section 19. SECURITY INTEREST ABSOLUTE. The obligations of each Pledgor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against such Pledgor to enforce this Agreement, irrespective of the Secured Obligations. All rights of Secured Party and the pledge, assignment and security interest hereunder, and all obligations of each Pledgor hereunder, shall be absolute and unconditional, irrespective of any lack of validity or enforceability of the Note or any other agreement or instrument relating thereto, any change, restructuring or termination of the corporate structure or existence of such Pledgor or any other circumstance that might otherwise constitute a defense available to, or a discharge of, such Pledgor.

Section 20. CONTINUING SECURITY INTEREST. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible and irrevocable payment in full in cash of the Secured Obligations, (b) be binding upon each Pledgor, its respective successors and assigns and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of its successors and assigns.

Upon any such termination, the Secured Party will, at the Pledgor's expense, return to the Pledgor such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence the termination of the security interest created hereunder.

Section 21. RELEASE AND TERMINATION. Upon any sale, lease, transfer or other disposition of any item of Collateral in accordance with the terms of this Agreement, Secured Party will, at the Pledgor's expense, execute and deliver to such Pledgor such documents as such Pledgor shall reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby; provided, however, that at the time of such request and such release no Event of Default shall have occurred and be continuing.

Upon the indefeasible and irrevocable payment in full in cash of the Secured Obligations, the pledge, assignment and security interest granted hereby shall terminate and all

rights to the Collateral shall revert to the Pledgors, and, except as otherwise provided herein, all of the Pledgors' obligations hereunder shall at such time terminate. Upon any such termination, the Secured Party will, at the Pledgor's expense, return to the Pledgor such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence the termination of the security interest created hereunder.

Section 22. MISCELLANEOUS. (a) Amendments and Waivers. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by any Pledgor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party and each of the Pledgors and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on any Pledgor in any case shall entitle such Pledgor to any other or further notice or demand in similar or other circumstances.

(b) Set-Off. The obligations to make the payments provided for in this Agreement are absolute and unconditional and not subject to any defense, set-off, counterclaim, rescission, recoupment or adjustment whatsoever. Each Pledgor hereby expressly waives demand and presentment for payment, notice of non-payment, notice of dishonor, protest, notice of protest and diligence in taking any action to collect any amount called for hereunder, and shall be directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission with respect to the collection of any amount called for hereunder.

(c) Governing Law. To the extent permitted by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of New York excluding the body of law relating to conflict of laws.

(d) Interpretation. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

(e) Successors and Assigns. This Agreement may be assigned by Secured Party. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any Pledgor without the prior written consent of Secured Party. This Agreement shall be binding upon each Pledgor and its permitted successors and assigns and shall inure to the benefit of Secured Party and its successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. Each Pledgor will require any successor to such Pledgor or any permitted assignee thereof (each, a "Successor"), whether direct or indirect, by purchase, merger, consolidation, operation of law or otherwise, to expressly assume and agree to perform the obligations under this



Agreement in the same manner and to the same extent that such Pledgor would be required to perform them if no such purchase, succession or assignment had taken place. Upon any such purchase, succession or assignment, the references in this Agreement to Pledgor shall also apply to any Successor unless the context otherwise requires. No such purchase, succession, or assignment shall relieve any Pledgor of its obligations hereunder.

(f) Notices. All notices, requests, consents and demands shall be made in writing and shall be mailed postage prepaid, or delivered by hand, to the Pledgors, Secured Party or at the addresses set forth below or to such other address as may be furnished in writing to the other party hereto:

If to Secured Party:

The Berkshire Bank  
600 Madison Avenue, 11<sup>th</sup> Floor  
New York, New York 10022  
Attn: President  
Telecopy: (212) 935-7480

with a copy to:

Kramer Levin Naftalis & Frankel LLP  
919 Third Avenue  
New York, New York 10022  
Attention: Bonnie D. Podolsky, Esq.  
Telecopy: (212) 715-8000

If to any Pledgor:

Organogenesis Inc.  
150 Dan Road  
Canton, Massachusetts 02021  
Attention: Chief Financial Officer  
Telecopy: (781)575-1570

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Attention: Neil H. Aronson, Esq.  
Telecopy: (617)542-2241

(g) Jurisdiction, etc. Each Pledgor irrevocably consents to the exclusive jurisdiction of the courts of the State of New York and of any federal court located in such State in connection with any action or proceeding arising out of or relating to this

Agreement, any document or instrument delivered pursuant to, in connection with or simultaneously with this Agreement, or a breach of this Agreement or any such document or instrument.

(h) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(i) Saturdays, Sundays, Holidays. If any date that may at any time be specified in this Agreement as a date for the making of any payment of principal or interest under this Agreement shall fall on Saturday, Sunday or on a day which in New York shall be a legal holiday, then the date for the making of that payment shall be the next subsequent day which is not a Saturday, Sunday or legal holiday.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.


(k) Reliance by Secured Party. Secured Party shall be entitled to rely on any notice, consent, certificate, affidavit, letter, telegram, telecopy, facsimile or teletype message, statement, order, instrument or other document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(l) Exculpatory Provisions. Neither Secured Party nor any of its stockholders, directors, officers, employees or agents shall be liable in any manner to any Secured Party for any action taken, omitted to be taken or suffered in good faith by it or them hereunder or in connection herewith, or be responsible for the consequences of any oversight or error of judgment, except for losses due to gross negligence or willful misconduct of Secured Party or such stockholder, director, officer, employee or agent.

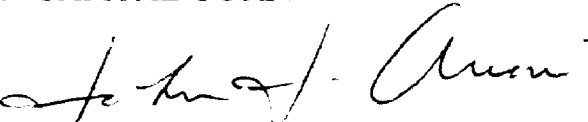
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IN WITNESS WHEREOF, each Pledgor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


ORGANOGENESIS INC.

By:   
Name: John J. Arcari  
Title: Chief Financial Officer

DAN CAPITAL CORP.

By:   
Name: John J. Arcari  
Title: Chief Financial Officer

ECM PHARMA, INC.

By:   
Name: John J. Arcari  
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  
Name:  
Title:

**SIGNATURE PAGE TO SECURITY AGREEMENT, DATED JUNE 29, 2001, BY  
ORGANOGENESIS INC., DAN CAPITAL CORP. AND ECM PHARMA, INC. IN FAVOR OF  
THE BERKSHIRE BANK**

IN WITNESS WHEREOF, each Pledgor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORGANOGENESIS INC.

By: \_\_\_\_\_

Name:

Title:

DAN CAPITAL CORP.

By: \_\_\_\_\_

Name:

Title:

ECM PHARMA, INC.

By: \_\_\_\_\_

Name:

Title:

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  \_\_\_\_\_

Name: Peter H. Kim

Title: Vice President

**SIGNATURE PAGE TO SECURITY AGREEMENT, DATED JUNE 29, 2001, BY  
ORGANOGENESIS INC., DAN CAPITAL CORP. AND ECM PHARMA, INC. IN FAVOR OF  
THE BERKSHIRE BANK**



COMMONWEALTH OF MASSACHUSETTS

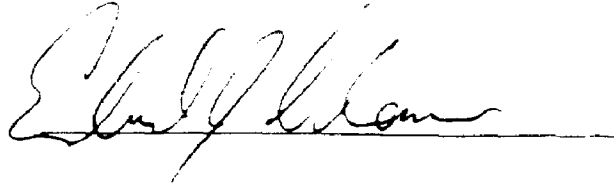
NORFOLK. SS.

June 29, 2001

Then personally appeared the above named John Arcari, in his capacity as Chief Financial Officer, Secretary and Treasurer of Organogenesis Inc.(the "Corporation") and acknowledged the foregoing to be his free act and deed in his capacity as Chief Financial Officer, Secretary and Treasurer of the Corporation.

Before me.

Notary Public



My Commission Expires:

**EDWARD J. ADAMSON  
NOTARY PUBLIC**

**My Commission Expires Dec. 28, 2001**

COMMONWEALTH OF MASSACHUSETTS

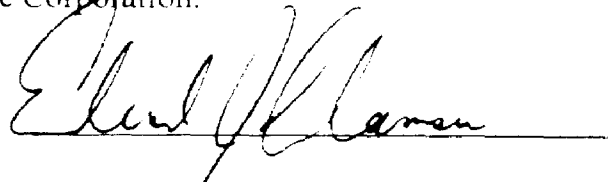
NORFOLK. SS.

June 29, 2001

Then personally appeared the above named John Arcari, in his capacity as Secretary and Treasurer of Dan Capital Corp. (the "Corporation") and acknowledged the foregoing to be his free act and deed in his capacity as Secretary of the Corporation.

Before me.

Notary Public



My Commission Expires:

**EDWARD J. ADAMSON  
NOTARY PUBLIC**

**My Commission Expires Dec. 28, 2001**

COMMONWEALTH OF MASSACHUSETTS

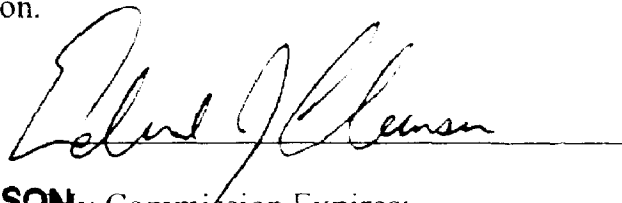
NORFOLK. SS.

June 29, 2001

Then personally appeared the above named John Arcari, in his capacity as Secretary of ECM Pharma, Inc.(the "Corporation") and acknowledged the foregoing to be his free act and deed in his capacity as Secretary of the Corporation.

Before me.

Notary Public



**EDWARD J. ADAMSON** My Commission Expires:  
**NOTARY PUBLIC**

**My Commission Expires Dec. 28, 2001**

**SECURITY AGREEMENT DATED JUNE 29, 2001 BY ORGANOGENESIS INC., DAN**







Schedule I

Part I

LOCATIONS OF EQUIPMENT

Part II

LOCATIONS OF INVENTORY

Schedule II

TRADE NAMES



Schedule III

INTELLECTUAL PROPERTY COLLATERAL

"Computer Hardware and Software Collateral" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by any Pledgor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of the Pledgors, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, each such Pledgor's rights, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights referred to in Schedule IV attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Patent Collateral" means:

(a) all letters patent and applications for letters patent throughout the world, now existing or hereafter adopted or acquired, including all patent

applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule V attached hereto:

(b) all patent licenses, including each patent license referred to in Schedule V attached hereto:

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Schedule V attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Schedule V attached hereto, and all rights corresponding thereto throughout the world.

“Trademark Collateral” means:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Schedule VI attached hereto:

(b) all Trademark licenses, including each Trademark license referred to in Schedule VI attached hereto:

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b):

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Pledgor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule VI attached hereto, or for any injury to the goodwill

associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

“Trade Secrets Collateral” means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of any Pledgor (all of the foregoing being collectively called a “Trade Secret”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

COPYRIGHT COLLATERAL

Item A. Copyrights

Registered Copyrights

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
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Copyright Pending Registration Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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Copyright Registration Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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Item B. Copyright Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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Schedule V

PATENT COLLATERAL

Item A. Patents

Issued Patents

Country            Patent No.    Issue Date            Inventor(s)    Title

Pending Patent Applications

Country            Serial No.        Filing Date        Inventor(s)    Title

Patent Applications in Preparation

Country            Docket No.        Filing Date        Expected  
Inventor(s)    Title



Item B. Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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TRADEMARK COLLATERAL

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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AGREEMENT  
(Patent)

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of dated as of June \_\_ 2001, by Organogenesis Inc., a Delaware corporation ("Borrower"), Dan Capital Corp., a Delaware corporation, and ECM Pharma, Inc., a Delaware corporation, (each a "Subsidiary") and collectively with Borrower, the "Pledgors" and each individually a "Pledgor") in favor of The Berkshire Bank.

## WITNESSETH:

WHEREAS, pursuant to the terms of the Commercial Loan Agreement dated as of the date hereof (the "Loan Agreement") and the Note, dated as of the date hereof (as amended, modified or supplemented, the "Note"), in favor of the Secured Party, the Secured Party has made a Loan to Borrower as evidenced by the Note in favor of Secured Party and may in the future make additional Loans to Borrower;

WHEREAS, each Subsidiary is a wholly-owned subsidiary of the Borrower and shall derive substantial benefit from the proceeds of the Loans;

WHEREAS, in connection with the Loan Agreement and the Note, Pledgors have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, Pledgors are required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, Pledgors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make the Loans pursuant to the Loan Agreement, Pledgors agree, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or the Purchase Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured

Obligations, the Pledgors hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party, a security interest in all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Pledgors for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of all Secured Obligations, the Secured Party shall at the Pledgors expense, execute and deliver to the Pledgors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** The Pledgors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


**SECTION 6. Loan Document, etc.** This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan

Agreement.

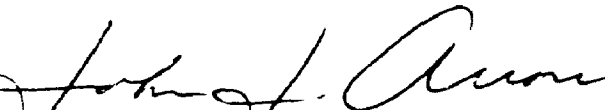
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

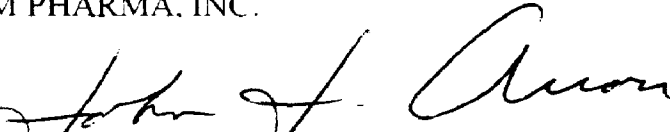
ORGANOGENESIS INC.

By:   
Name: John J. Ariari  
Title: Chief Financial Officer

DAN CAPITAL CORP.

By:   
Name: John J. Ariari  
Title: Chief Financial Officer

ECM PHARMA. INC.

By:   
Name: John J. Ariari  
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORGANOGENESIS INC.

By: \_\_\_\_\_

Name:

Title:

DAN CAPITAL CORP.

By: \_\_\_\_\_

Name:

Title:

ECM PHARMA, INC.

By: \_\_\_\_\_

Name:

Title:

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  \_\_\_\_\_

Name: Peter H. Kim

Title: Vice President



Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Patent Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Item B.

Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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AGREEMENT  
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June \_\_ 2001, by Organogenesis Inc., a Delaware corporation ("Borrower"), Dan Capital Corp., a Delaware corporation, and ECM Pharma, Inc., a Delaware corporation, (each a "Subsidiary") and collectively with Borrower, the "Pledgors" and each individually a "Pledgor") in favor of The Berkshire Bank.

**WITNESSETH:**

WHEREAS, pursuant to the terms of the Commercial Loan Agreement dated as of the date hereof (the "Loan Agreement") and the Note, dated as of the date hereof (as amended, modified or supplemented, the "Note"), in favor of the Secured Party, the Secured Party has made a Loan to Borrower as evidenced by the Note in favor of Secured Party and may in the future make additional Loans to Borrower;

WHEREAS, each Subsidiary is a wholly-owned subsidiary of the Borrower and shall derive substantial benefit from the proceeds of the Loans:

WHEREAS, in connection with the Loan Agreement and the Note, Pledgors have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, Pledgors are required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, Pledgors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make the Loans pursuant to the Loan Agreement, Pledgors agree, as follows:

SECTION 1. Definition. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured

Obligations, the Pledgors hereby mortgage, pledge and hypothecate to the Secured Party and grant to the Secured Party, a security interest in, all of the following property (the "Trademark Collateral"). whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by any Pledgor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Pledgors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of all Secured Obligations, the Secured Party shall, at the Pledgors' expense, execute and deliver to the Pledgors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

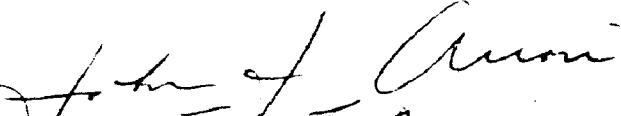
SECTION 5. Acknowledgment. The Pledgors hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

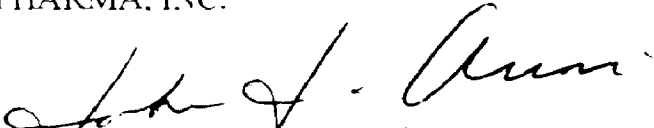
ORGANOGENESIS INC.

By:   
Name: John J. Ariani  
Title: Chief Financial Officer

DAN CAPITAL CORP.

By:   
Name: John J. Ariani  
Title: Chief Financial Officer

ECM PHARMA, INC.

By:   
Name: John J. Ariani  
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORGANOGENESIS INC.

By: \_\_\_\_\_  
Name:  
Title:

DAN CAPITAL CORP.


By: \_\_\_\_\_  
Name:  
Title:

ECM PHARMA, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  \_\_\_\_\_  
Name: Peter H. Kim  
Title: Vice President

Item A. Trademarks

Registered Trademarks

Country Trademark Registration No. Registration Date

Pending Trademark Applications

Country Trademark Serial No. Filing Date

Trademark Applications in Preparation

Country Trademark Docket No. Expected Filing Date Products/ Services

Item B. Trademark Licenses

Country or Territory Trademark Licensor Licensee Effective Date Expiration Date



AGREEMENT

(Copyright)

THIS AGREEMENT (COPYRIGHT) (this "Agreement"), dated as of June \_\_ 2001, by Organogenesis Inc., a Delaware corporation ("Borrower"), Dan Capital Corp., a Delaware corporation, and ECM Pharma, Inc., a Delaware corporation, (each a "Subsidiary") and collectively with Borrower, the "Pledgors" and each individually a "Pledgor") in favor of The Berkshire Bank.

**WITNESSETH:**

WHEREAS, pursuant to the terms of the Commercial Loan Agreement dated as of the date hereof (the "Loan Agreement") and the Note, dated as of the date hereof (as amended, modified or supplemented, the "Note"), in favor of the Secured Party, the Secured Party has made a Loan to Borrower as evidenced by the Note in favor of Secured Party and may in the future make additional Loans to Borrower;

WHEREAS, each Subsidiary is a wholly-owned subsidiary of the Borrower and shall derive substantial benefit from the proceeds of the Loans;

WHEREAS, in connection with the Loan Agreement and the Note, Pledgors have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, Pledgors are required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, Pledgors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make the Loans pursuant to the Loan Agreement, Pledgors agree, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Pledgors hereby mortgage, pledge and hypothecate to the Secured Party and

grant to the Secured Party, a security interest in, all of the following property (the "Copyright Collateral"), whether now owned or hereafter acquired or existing: All copyrights of the Pledgors, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, each such Pledgor's rights, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights referred to in Attachment I attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Pledgors for the purpose of registering the security interest of the Secured Party in the Copyright Collateral with the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations, the Secured Party shall, at the Pledgors' expense, execute and deliver to the Pledgors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Copyright Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Pledgors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

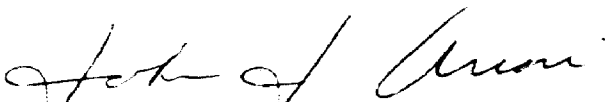
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SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


ORGANOGENESIS INC.

By:   
Name: John J. Arcari  
Title: Chief Financial Officer

DAN CAPITAL CORP.

By:   
Name: John J. Arcari  
Title: Chief Financial Officer

ECM PHARMA, INC.

By:   
Name: John J. Arcari  
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORGANOGENESIS INC.

By: \_\_\_\_\_  
Name:  
Title:

DAN CAPITAL CORP.


By: \_\_\_\_\_  
Name:  
Title:

ECM PHARMA, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED BY SECURED PARTY:

THE BERKSHIRE BANK

By:  \_\_\_\_\_  
Name: Peter H. Kim  
Title: Vice President