

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORGANOGENESIS, INC.		09/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	300 Commercial Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85516120	CELORAN
Serial Number:	85516105	REGENIVA
Serial Number:	85516114	REGINIVA
Serial Number:	85516098	REVECEL
Serial Number:	85556369	GINTUIT

CORRESPONDENCE DATA

Fax Number: (617)345-3299
 Phone: (617) 345-3000
 Email: mschepper@burnslev.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Marlo Schepper Grolnic
 Address Line 1: Burns & Levinson LLP
 Address Line 2: 125 Summer Street
 Address Line 4: Boston, MASSACHUSETTS 02110

CH \$140.00 85516120

ATTORNEY DOCKET NUMBER:	21103.49
NAME OF SUBMITTER:	Marlo Schepper Grolnic
Signature:	/Marlo Schepper Grolnic/
Date:	03/21/2012
Total Attachments: 12 source=01694272#page1.tif source=01694272#page2.tif source=01694272#page3.tif source=01694272#page4.tif source=01694272#page5.tif source=01694272#page6.tif source=01694272#page7.tif source=01694272#page8.tif source=01694272#page9.tif source=01694272#page10.tif source=01694272#page11.tif source=01694272#page12.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 22, 2011, is made by and between ORGANOGENESIS INC., a Delaware corporation, having an address at 150 Dan Road, Canton, MA 02021 (“Debtor”), and Wells Fargo Bank, National Association (the “Secured Party”), acting through its Wells Fargo Business Credit operating division, and having a business location at 300 Commercial Street, Boston, Massachusetts 02109.

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Credit Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Indebtedness (as defined in the Credit Agreement).

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present

and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall at least every six months, or otherwise promptly following the request by Secured Party, deliver written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's business. If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's business), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall at least every six months, or otherwise promptly following the request by Secured Party, deliver written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, to the Debtor's knowledge, no Affiliate owns, controls, or has a right to have assigned to it any items that (i) pertain to the business of the Debtor and (ii) result from work directly or indirectly performed by the Affiliate for the Debtor or were developed using the Debtor's equipment, supplies, facility or trade secret information, that would, if such item were owned by the Debtor, constitute Patents or Trademarks. Except for Exempt IP (as defined below), if after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items that (i) pertain to the business of the Debtor and (ii) result from work directly or indirectly performed by the Affiliate for the Debtor or are developed using the Debtor's equipment, supplies, facility or trade secret information, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement. For purposes hereof "Exempt IP" means intellectual property that was developed by any Affiliate so long as not employed by the Debtor that: (i) does not result from any work performed by the Affiliate for the Debtor, and (ii) are developed entirely on Affiliate's own time without using the Debtor's equipment, supplies, facility or trade secret information.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with

respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application

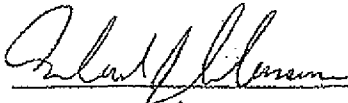
had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[CONTINUED ON THE FOLLOWING PAGE]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


WITNESS:



Edward S. Hanson

DEBTOR:

ORGANOGENESIS INC.

By: 

Name: Erik Ostrowski
Title: Vice President - Finance

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By _____
Name: Eugene McDonough
Its: Authorized Signatory

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WITNESS:

DEBTOR:

ORGANOGENESIS INC.

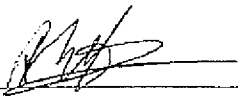
By: _____

Name: Erik Ostrowski

Title: Vice President - Finance

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division



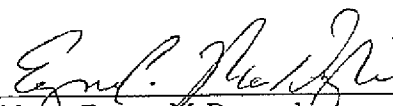
By 
Name: Eugene McDonough
Its: Authorized Signatory

EXHIBIT A

Patents Issued and Pending

COUNTRY	PATENT TITLE	FILING DATE	APPLICATION NUMBER	ISSUE DATE	PATENT NUMBER
United States	Method for Treating a Patient Using a Cultured Connective Tissue Construct	9/18/2000	09/955,414	10/6/2009	7597712
United States	Chemically Defined Cell Culture Media and System and Methods for Use, Particularly for Culturing Epithelial Cells	6/1/1990	08/412,982	1 /27/1998	5,712,163
United States	Bioengineered Tissue Constructs and Methods for Producing and Using Thereof	11/19/1998	09/523,809	11/2/2010	7,824,913
United States	Bioengineered Tissue Constructs and Methods for Producing and Using Thereof	10/31/2007	11/903/052		
United States	Bioengineered Tissue Constructs and Methods for Production and Use	11/26/2008	12/324,367		
United States	Method for Preparing Engineered Tissue	7/16/2003	10522010	4/21/09	7521231
United States	Method for Preparing Engineered Tissue	4/20/2009	12386552		
United States	Method and Apparatus for inducing controlled mechanical constraints in a tissue construct	6/15/2004	10/866,708	3/15/11	7,906,322
United States	Method for Preparing Tissue Constructs	11/24/2006	11/603,865		
United States	Bioengineered Tissue Constructs and Cardiac Uses Thereof	2/7/2007	12/278701		
United States	Oral Tissue Regeneration and Repair	3/5/2007	12/282326		
United States	System and Method for Forming Bioengineered Tubular Graft Prostheses	12/21/2001	10/325,444	12/27/2005	6,978,815
United States	Method for Treating Diseased or Damaged Organs	2/18/1994	08/889,079	1/1/2002	6,334,872
United States	Method for Treating Diseased or Damaged Organs	2/18/1994	09/949,043	5 /10/2005	6,890,351
United States	Tissue Repair Fabric	4/7/1995	08/417,868	3/31/1998	5,733,337
United States	Tissue Repair Fabric	4/7/1995	10/376,788	6 /13/2006	7,060,103
United States	Chemical Treatment, Without Detergents or Enzymes, Of Tissue to Form an Acellular,	5/8/1997	08/853,372	11/30/1999	5,993,844

	Collagenous Matrix				
United States	Chemical Cleaning of Biological Material	5/8/1997	09/450,577	7/29/2003	6,599,690
United States	Chemical Cleaning of Biological Material	5/8/1997	10/615,623	5/17/2005	6,893,653
United States	Chemical Cleaning of Biological Material	5/8/1997	11/130,018		
United States	Method of Preparing Layered Graft Prostheses	6/4/1999	10/378,483	10/17/2006	7,121,999
United States	Bioengineered Tubular Graft Prostheses	3/3/2003	10/378,178	5/8/2007	7,214,242
United States	Mastopexy and Breast reconstruction	7/31/2007	11/831,592		
United States	Antimicrobial Collagenous Constructs	10/18/2005	12/090,631		
United States	Skin Care Compositions and Treatments	12/14/2005	12/097,132		
United States	Cryopreservation of Cultured Skin or Cornea Equivalents with Agitation	9/15/1993	08/121,377	5/21/1996	5,518,878
United States	Cryopreservation of Harvested Skin and Cultured Skin or Cornea Equivalents by Slow Freezing	9/15/1993	08/380,099	4/6/1999	5,891,617
United States	Ice Seeding Apparatus for Cryopreservation Systems	1/30/1996	08/593,587	11/25/1997	5,689,961
United States	Ice Seeding Apparatus for Cryopreservation Systems	1/30/1996	09/753,168	2/19/2002	6,347,525
United States	Method and Package Design for Cryopreservation and Storage of Cultured Tissue Equivalents	5/28/1996	08/913,021	10/12/1999	5,964,096
United States	Method of Strength Enhancement of Collagen Constructs	5/28/1996	08/652,666	2/17/1998	5,718,012
United States	Reconstituted Collagen Fiber Segment Compositions and Methods of Preparation Thereof	6/7/1995	08/973,571	12/7/1999	5,997,896
United States	Process of Making Bioengineered Collagen Fibrils	9/28/1999	09/672,722	7/15/2003	6,592,794
United States	Process of Making Bioengineered Collagen Fibrils	9/28/1999	10/447,123	4/11/2006	7,025,916
United States	Collagen Constructs	4/6/1990	07/772,529	1/3/1995	5,378,469
United States	Chamber with Adjustable Volume for Cell Culture and Organ Assist	12/21/2001	10/325,437	2/15/2005	6,855,542
United States	Chamber with Adjustable Volume for Cell Culture and Organ Assist	12/21/2001	11/057,772	3/25/2008	7,348,176
United States	Device for Treatment of Cell Cultures	3/2/1993	08/295,732	8/19/1997	5,658,797

United States	Bioreactor	4/22/1996	08/930,534	5/8/2001	6,228,607
United States	In Vivo Induction for Enhanced Function of Isolated Hepatocytes	7/22/1999	09/621,921	5/28/2002	6,394,812
United States	In Vivo Induction for Enhanced Function of Isolated Hepatocytes	7/22/1999	10/036,593	3/2/2004	6,699,716
United States	In Vivo Induction for Enhanced Function of Isolated Hepatocytes	7/22/1999	10/607,695	1/30/2007	7169607
United States	Culture Cells From Pancreatic Islets	12/4/2001	10/497,508	1/2/2007	7,157,278
United States	* In Vitro Cornea Equivalent Model	11/8/1994	08/337,830	10/27/1998	5,827,641
United States	** Bioengineered Vascular Graft Support Prosthesis	6/5/1998	09/719,072	6/3/2003	6,572,650
United States	** Bioengineered Vascular Graft Support Prosthesis	6/5/1998	10/411,816	5/9/2006	7,041,131
United States	** Bioengineered Vascular Graft Support Prostheses	6/5/1998	10/378,189	1/17/2006	6,986,735
United States	*** Sealants for skin and other tissues	10/6/2003	10/588344		
United States	*** Electroprocessed Collagen and Tissue Engineering	5/28/2003	10/447670	11/10/09	7615373
United States	*** Electroprocessed Collagen and Tissue Engineering	5/28/2003	11/842748		
United States	**** Cell Culture Systems and Methods for Organ Assist Devices	6/21/2000	09/599,891	7/6/04	6,759,245

* co-owned with Harvard University with indivisible half interest, no license

** co-owned with Duke University with indivisible half interest, no license

*** co-owned with Virginia Commonwealth University with indivisible half interest; license terminated July 15, 2011

**** co-owned with The General Hospital Corporation (MGH) with indivisible half interest, no license

EXHIBIT B

Trademarks Issued and Pending

COUNTRY	MARK	FILING DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
U.S.	ORGANOGENESIS INC. LIVING TECHNOLOGY (and Design)	February 4, 2004	78/362516	February 1, 2005	2923326
U.S.	CELTX	March 4, 2011	85/257864		
U.S.	PROTX	March 4, 2011	85/257874		
U.S.	REVITX	March 4, 2011	85/257897		
U.S.	VERCUTX	March 4, 2011	85/257891		
U.S.	REVITIX	March 4, 2011	85/257902		
U.S.	VERCUTIS	March 4, 2011	85/257908		
U.S.	CELORAN	January 13, 2012	85/516120		
U.S.	REGENIVA	January 13, 2012	85/516105		
U.S.	REGINIVA	January 13, 2012	85/516114		
U.S.	REVECEL	January 13, 2012	85/516098		
U.S.	GINTUIT	February 29, 2012	85/556369		