

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shire Regenerative Medicine LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Organogenesis Inc.		
Street Address:	85 Dan Road		
Internal Address:	Legal Affairs Department		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86256918	TRANSCYTE	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	N. Christopher Norton		
Address Line 1:	1717 K STREET, NW		
Address Line 2:	TM Docket		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	023618.0		
NAME OF SUBMITTER:	N. Christopher Norton		
SIGNATURE:	/N. Christopher Norton/		
DATE SIGNED:	04/28/2015		
Total Attachments: 4			
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ASSET ASSIGNMENT AND TRANSFER AGREEMENT

ASSET ASSIGNMENT AND TRANSFER AGREEMENT (this "Agreement") dated as of December 19, 2014 among Organogenesis Inc., a Delaware corporation ("Transferee"), and Shire Regenerative Medicine LLC (f/ka Shire Regenerative Medicine, Inc.), a Delaware limited liability company ("Transferor").

WITNESSETH:

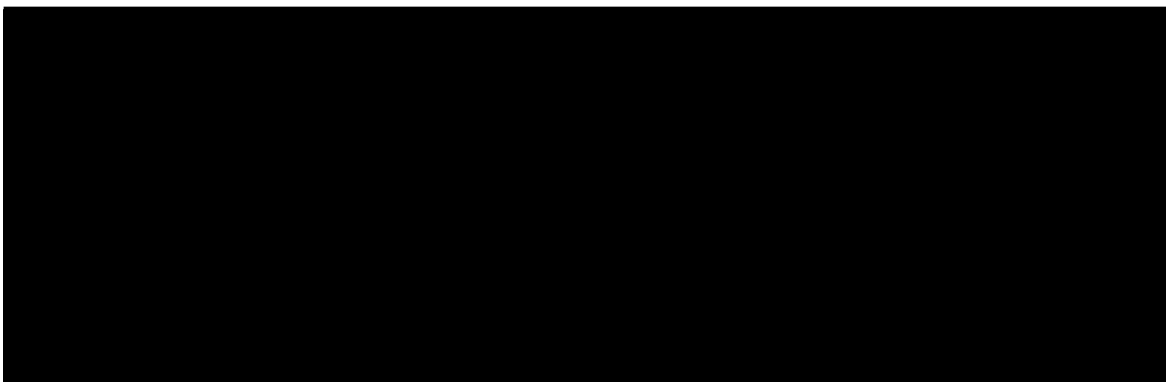
WHEREAS, Transferor desires to transfer all right, title and interest in and to the Transferred Intellectual Property Rights (as hereinafter defined), the Transferred Product Application (as hereinafter defined), the Transferred Equipment (as hereinafter defined) and the Transferred Books and Records (as hereinafter defined) (collectively, the "Transferred Assets") to Transferee, and Transferee desires to acquire all right, title and interest in the Transferred Assets from Transferor and assume the Assumed Liabilities (as hereinafter defined) upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. *Definitions.* Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Asset Purchase Agreement dated as of January 16, 2014 among Transferee and Transferor (as assignee of each of Shire US Holdings LLC (f/k/a Shire US Holdings, Inc.) and Shire Regenerative Medicine LLC (f/k/a Shire Regenerative Medicine, Inc.)) (the "Asset Purchase Agreement").

Section 2. *Transferred Assets.* Transferor does hereby assign and transfer to Transferee its entire right, title and interest in and to:

(a) the Intellectual Property Rights (including those listed in Exhibit A) exclusively related to a product known as "TRANSCYTE" (the "Transferred Intellectual Property Rights"), including all rights to sue for infringement of any of the Transferred Intellectual Property Rights after the date hereof. Transferee shall be solely responsible for preparing all necessary documents for recording the transfer of ownership of the Transferred Intellectual Property Rights. Transferor shall, at no additional cost to Transferor, execute all reasonably necessary documents necessary for recordation;



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

ORGANOGENESIS INC.

By: 

Name:

Title:

Sean S. Billmeyer Jr.
President & CEO

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

SHIRE REGENERATIVE MEDICINE
LLC

By: *Ethel Rosenberg*
Name: *Ethel Rosenberg*
Title: *Secretary*

[Signature Page to the Trancyte Asset Transfer Agreement]

TRADEMARK
REEL: 005505 FRAME: 0560

EXHIBIT A
Transferred Intellectual Property Rights

(1) Patents

None.

(2) Trademarks

TRANSCYTE (Serial No. 86256918)

(3) Domain Names

Transcyte.com