

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381650

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900360575

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Organogenesis, Inc.		04/12/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Massachusetts Capital Resource Company
Street Address:	420 Boylston Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: MASSACHUSETTS
Name:	Life Insurance Community Investment Initiative, LLC
Street Address:	420 Boylston Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: MASSACHUSETTS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1934437	DERMAGRAFT
Serial Number:	86912511	DERMAGRAFT
Serial Number:	86512814	PURAPLY
Registration Number:	4463271	GINTUIT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: BRIAN WAGNER

Address Line 1: 4400 EASTON COMMONS WAY SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	Brian Wagner
SIGNATURE:	/Michael Barys/
DATE SIGNED:	04/22/2016
Total Attachments: 11 source=Scanned from a Xerox multifunction device#page1.tif source=Scanned from a Xerox multifunction device#page2.tif source=Scanned from a Xerox multifunction device#page3.tif source=Scanned from a Xerox multifunction device#page4.tif source=Scanned from a Xerox multifunction device#page5.tif source=Scanned from a Xerox multifunction device#page6.tif source=Scanned from a Xerox multifunction device#page7.tif source=Scanned from a Xerox multifunction device#page8.tif source=Scanned from a Xerox multifunction device#page9.tif source=Scanned from a Xerox multifunction device#page10.tif source=Scanned from a Xerox multifunction device#page11.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM380203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Organogenesis, Inc.		04/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Massachusetts Capital Resource Company		
Street Address:	420 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: MASSACHUSETTS		
Name:	Life Insurance Community Investment Initiative, LLC		
Street Address:	420 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1934437	DERMAGRAFT	
Serial Number:	86912511	DERMAGRAFT	
Serial Number:	86512814	PURAPLY	
Registration Number:	4463271	GINTUIT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	BRIAN WAGNER		
Address Line 1:	4400 EASTON COMMONS WAY SUITE 125		
Address Line 4:	COLUMBUS, OHIO 43219		
NAME OF SUBMITTER:	Brian Wagner		

OP \$115.00 1934437

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Organogenesis, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April /2 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Massachusetts Capital Resource Company

Street Address: 420 Boylston Street

City: Boston

State: Massachusetts

Country: USA Zip: 02116

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Massachusetts
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

86/912511 86/512814

B. Trademark Registration No.(s)

1934437 4463271

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Brian Wagner

Internal Address: _____

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: _____

Docket Number: _____

Email Address: brian.wagner@wolterskluwer.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

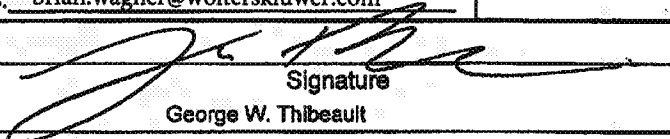
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
George W. Thibeault
Name of Person Signing

April 17 2016

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDENDUM TO RECORDATION FORM COVER SHEET
TRADEMARK ONLY

Name of Conveying Party: Organogenesis, Inc.

Name and address of ADDITIONAL Receiving party:

Name: Life Insurance Community Investment Initiative, LLC
Address: 420 Boylston Street
Boston, Massachusetts, 02116
USA
Limited Liability Company
Citizenship: Massachusetts

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this "IP Security Agreement"), dated April 12, 2016, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Massachusetts Capital Resource Company and Life Insurance Community Investment Initiative, LLC (individually, a "Purchaser", and, collectively, the "Purchasers"). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Organogenesis Inc., a Delaware corporation (the "Company"), and the Purchasers are parties to that certain Securities Purchase Agreement, dated as of November, 30, 2010, (as amended (the "Securities Purchase Agreement"), including that certain Amendment dated as of April 12, 2016 (the "2016 Amendment"), pursuant to which the Company sold, and the Purchasers purchased, the "Notes" (as defined in the Securities Purchase Agreement) issued pursuant thereto (as such Notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the "Notes");

WHEREAS, it is a condition precedent to the Purchasers entering into, on the date hereof, the 2016 Amendment that each Grantor has executed and delivered that certain Security Agreement, dated April 12, 2016, made by the Grantors to the Purchasers (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Purchasers, for the ratable benefit of the Purchasers, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Purchasers to perform under the Securities Purchase Agreement, each Grantor agrees with the Purchasers as follows

SECTION 1. Grant of Security. Each Grantor (but excluding any Foreign Subsidiaries) hereby grants to the Purchasers for the ratable benefit of the Purchasers a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the

grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Purchasers with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law

provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the Commonwealth of Massachusetts.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 8.03 of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Purchasers from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Purchasers.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

[The remainder of the page is intentionally left blank]

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

ORGANOGENESIS INC.

By *[Signature]*
Name: Gary S. O'Keefe, Sr.
Title: President & CEO

Address for Notices:

85 Dan Road
Canton, Massachusetts 02021

3189475

Schedule A

Patents

COUNTRY	PRODUCT	PATENT TITLE	FILING DATE	APPLICATION NUMBER	ISSUE DATE	PATENT NUMBER
USA	Other	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
USA	Other	♦ Compositions and methods for naturally secreted extracellular matrix	6/6/1995	08/470,101	11/3/1998	5,830,708
USA	Other	♦ Compositions and methods for production and use of an injectable naturally secreted extracellular matrix	6/6/1995	09/182,822	9/4/2001	6,284,284
USA	TransCyte	♦ Apparatus for the growth and packaging three dimensional tissue cells	6/7/1995	08/597,053	12/1/1998	5,843,766
USA	Other	Ice Seeding Apparatus for Cryopreservation Systems	1/30/1996	08/593,587	11/25/1997	5,689,961
USA	Other	Method and Package Design for Cryopreservation and Storage of Cultured Tissue Equivalents	5/28/1996	08/913,021	10/12/1998	5,964,096
USA	Other	Method of Strength Enhancement of Collagen Constructs	5/28/1996	08/652,666	2/17/1998	5,718,012
USA	PuraPly/ PuraPlyA M/ FortaFlex	Chemical Treatment, Without Detergents or Enzymes, Of Tissue to Form an Acellular, Collagenous Matrix	5/8/1997	08/853,372	11/30/1999	5,993,844
USA	Other	♦ Cells or tissues with increased protein factors and methods of making and using same	1/29/1998	09/137,567	9/18/2001	6,291,240
USA	Other	Method for Treating a Patient Using a Cultured Connective Tissue Construct	9/18/2000	09/955,414	10/6/2009	7,597,712
USA	Other	♦ Container for shipping and storing frozen products	5/2/2001	09/847,902	5/7/2002	6,381,981
USA	Other/ Electro-spinning	* Electroprocessed Collagen and Tissue Engineering	5/28/2003	10/447670	11/10/2009	7615373
USA	Other	Method for Preparing Engineered Tissue	7/16/2003	10/522,010	4/21/09	7,521,231
USA	Gintult	Oral Tissue Regeneration and Repair	3/5/2007	12/282,326		
USA	VCT	Bioengineered Tissue Constructs and Methods for Producing and Using Thereof	10/31/2007	11/932,052		
USA	VCT	Bioengineered Tissue Constructs and Methods for Production and Use	11/26/2008	12/324,367		
USA	VCT	Bioengineered Tissue Constructs and Methods for Production and Use	1/14/2011	13/007,201		
USA	VCT	Bioengineered Tissue Constructs and Methods for Producing and Using Thereof	1/14/2011	13/007,250		

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

♦ acquired from Shire Regenerative Medicine

Schedule B

Trademarks

COUNTRY	MARK	FILING DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
USA	DERMAGRAFT			05/26/1994	1934437
USA	DERMAGRAFT	1/18/2016	86/912511		
USA	PURAPLY	1/23/2015	86/512814	(notice of allowance received)	
USA	GINTUIT	2/29/2012	85/556369	1/7/2014	4463271

Schedule C

Copyrights

None

TRADEMARK

RECORDED: 04/12/2016

REEL: 005772 FRAME: 0604