

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shire Regenerative Medicine, Inc.		01/16/2014	Corporation: 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: 6

Property Type	Number	Word Mark
Registration Number:	3994525	
Registration Number:	4071103	
Registration Number:	3861559	ADVANCED BIOHEALING
Registration Number:	3861561	ADVANCED BIOHEALING
Registration Number:	3861562	
Registration Number:	3861560	GET CLOSURE

CORRESPONDENCE DATA

Fax Number: 6178327000

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

Phone: (617) 832-1743

Email: pchoi@foleyhoag.com

Correspondent Name: Philip Choi

Address Line 1: 155 Seaport Blvd.

Address Line 2: Foley Hoag LLP

Address Line 4: Boston, MASSACHUSETTS 02210-2600

NAME OF SUBMITTER: Philip Choi

OP \$165.00 3994525

SIGNATURE:	/philip choi/
DATE SIGNED:	01/18/2017
Total Attachments: 7 source=Shire to Organogenesis Assignment Jan 2014#page1.tif source=Shire to Organogenesis Assignment Jan 2014#page2.tif source=Shire to Organogenesis Assignment Jan 2014#page3.tif source=Shire to Organogenesis Assignment Jan 2014#page4.tif source=Shire to Organogenesis Assignment Jan 2014#page5.tif source=Shire to Organogenesis Assignment Jan 2014#page6.tif source=Shire to Organogenesis Assignment Jan 2014#page7.tif	

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of January 16, 2014 between Organogenesis Inc., a corporation organized under the laws of Delaware ("Buyer"), and Shire Regenerative Medicine, Inc., a corporation organized under the laws of Delaware ("Seller").

WITNESSETH:

WHEREAS, reference is made to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"; terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined) among Buyer, Shire US Holdings, Inc., a Delaware corporation and Seller;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to acquire the Transferred Assets and assume the Assumed Liabilities from Seller;

NOW, THEREFORE, in consideration of the sale of the Transferred Assets, and in accordance with the terms of the Asset Purchase Agreement, NewCo and Seller agree as follows:

1. (a) Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Transferred Assets owned by Seller; *provided* that no sale, transfer, assignment or delivery shall be made of any or any material portion of any Transferred Asset if an attempted sale, assignment, transfer or delivery, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or the Seller Parties thereunder.

(b) Buyer does hereby accept all the right, title and interest of Seller in, to and under all of the Transferred Assets (except as aforesaid) and Buyer assumes and agrees to pay, perform and discharge promptly and fully when due all of the Assumed Liabilities and to perform all of the obligations of Seller to be performed under the Contracts except to the extent liabilities thereunder constitute Excluded Liabilities.

2. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

ORGANOGENESIS INC.

By: [Signature]
a Name: Scott Mackay
Title: President & CEO

STEM REGENERATIVE MEDICINE
INC.

By: _____
a Name: _____
Title: _____

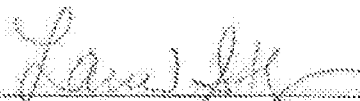
(Signature Page to Assignment and Assumption Agreement)

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

ORGANOGENESIS INC.

By: _____
Name:
Title:

SHIRE REGENERATIVE MEDICINE,
INC.

By: 
Name: Lauren G. Miller
Title: Treasurer

[Signature Page to Assignment and Assumption Agreement]

Schedule 2.01(a)
Transferred Intellectual Property Rights

(1) Patents

<u>Title</u>	<u>Base U.S. Patent/ App No.</u>	<u>Patent No.</u>	<u>Jurisdiction</u>	<u>Issue/Filing Date</u>
1. Apparatus for the large scale growth and packaging of cell suspensions and three-dimensional tissue cultures	5,763,267	723592	Australia	12/14/2000
		5,763,267	US	6/9/1998
		JP 1997/537303	Japan	(Pending)
2. Compositions and methods for naturally secreted extracellular matrix	5,830,708	708090	Australia	11/11/1999
		0967934	EPC	3/9/2005
		0967934	France	3/9/2005
		DE69634454T2	Germany	3/9/2005
		0967934	Italy	3/9/2005
		3709487	Japan	8/19/2005
		ES2238076T3	Spain	3/9/2005
3. Compositions and methods for production and use of an injectable naturally secreted extracellular matrix	6,284,284	0967934	UK	3/9/2005
		5830708	US	11/3/1998
4. Apparatus for the growth and packaging three dimensional tissue cells	5,843,766	5,843,766	US	12/1/1998
5. Cells or tissues with increased protein factors and methods of making and using same	6,291,240	6,291,240	US	9/18/2001
6. Container for shipping and storing frozen products	6,381,981	6,381,981	US	5/7/2002
7. Methods and composition for	13/042295	Pending	US	3/7/2011

joint healing and repair				
8. Apparatus and Method	5,846,828	5,846,828	US	12/8/1998
9. Apparatus and Method	5,792,603	333617	New Zealand	11/9/2000
		5792603	US	8/11/1998
10. Methods for using a 3-Dimensional Stromal Tissue to Promote Angiogenesis	8,128,924	777853	Australia	2/24/2005
		2367507	Canada	12/29/2009
		1169069	EPC	2/14/2007
		1169069	France	2/14/2007
		60033381	Germany	2/14/2007
		145892	Israel	9/16/2009
		1169069	Italy	2/14/2007
		4709393	Japan	3/25/2011
		1169069	Netherlands	2/14/2007
		1169069	Spain	2/14/2007
		1169069	Switzerland	2/14/2007
		1169069	UK	2/14/2007
11. Use of Cultured 3-Dimensional Tissue for Treating Congestive Heart Failure	EP1838840	8128924	US	3/6/2012
		1838840	EPC	3/9/2011
		1838840	France	3/9/2011
		1838840	Germany	3/9/2011
		1109783	Hong Kong	7/22/2011
		1838840	Italy	3/9/2011
		1838840	Netherlands	3/9/2011
		1838840	Spain	3/9/2011
12. Cultured 3-Dimensional Tissues and Uses Thereof	EP2322600	1838840	Switzerland	3/9/2011
		1838840	UK	3/9/2011
		2322600	EPC	3/21/2012
		2322600	France	3/21/2012
		2322600	Germany	3/21/2012
		2322600	Italy	3/21/2012
		2322600	Netherlands	3/21/2012
2322600	Switzerland	3/21/2012		
2322600	UK	3/21/2012		

(2) Trademarks

Trademark	Jurisdiction	App/Reg. No.	Application Date
I. ADVANCED BIOHEALING	Australia	1300574	5/22/2009
	Canada	1437257	5/6/2009 (Pending)
	China	8720413	8720413
	CTM	7591944	2/10/2009
	Indonesia	IDM00293965	7/2/2009
	Korea	40-2009-34505	7/21/2009 (Pending)
	New Zealand	806240	5/11/2009 (Pending)
	South Africa	2009/11551	6/23/2009 (Pending)
	Taiwan	1407244	6/18/2009
	US	777663144	2/4/2009 (Allowed)

2. ADVANCED BIOHEALING & DESIGN		3861559	
	Australia	1300587	5/22/2009
	Canada	1437258	5/6/2009 (Pending)
	CTM	7591977	2/10/2009
	Indonesia	IDM00293964	7/2/2009
	Korea	40-2009-34506	7/21/2009 (Pending)
	New Zealand	806241	5/11/2009
	Norway	252558	6/25/2009
	Singapore	T09/07431A	7/6/2009
	South Africa	2009/11552	6/23/2009
	Switzerland	594488	7/7/2009 (Pending)
	Taiwan	1407245	6/18/2009
US	3861561	2/4/2009 (Allowed)	
3. DERMAGRAFT	Australia	719238	10/08/1996
	Canada	TMA576824	11/01/1996
	China	960142094	12/25/1996
		(Reg. 1192926) 970000467 (Reg. 1170310)	01/03/1997
	CTM	000339945	09/27/1996
	France	934995971	12/09/1993
	Indonesia	406801	12/30/1996
		406777	12/30/1996
	Japan	4155757	12/26/1996
		4124643	12/26/1996
	Korea	392899	10/09/1996
	New Zealand	B268010	10/08/1996
	Norway	197342	12/20/1996
	Singapore	T96/13721Z	12/23/1996
		T96/13722H	12/23/1996
	South Africa	18191/96	12/19/1996
		18190/96	12/19/1996
	Switzerland	445283	12/23/1996
Taiwan	847311	12/26/1996	
	795810	12/26/1996	
US	2944095	07/20/2004	
	1934437	05/26/1994	
4. DERMAGRAFT plus device	Australia	774476	09/29/1998
	New Zealand	298861	09/28/1998
5. GET CLOSURE	Australia	1300591	5/22/2009
	Canada	1437260	5/6/2009 (Pending)
	CTM	7591985	2/10/2009
	Indonesia	IDM000293966	7/2/2009
	Korea	40-0852285	7/21/2009
	New Zealand	806242	5/11/2009
	Singapore	T09/07435D	7/6/2009
	South Africa	2009/11554	6/23/2009

	Switzerland	593191	7/7/2009
	Taiwan	1407246	6/18/2009
	US	3861560	2/4/2009
6. HEAL2GETHER	US	85/015469 Reg. 3980381	4/16/2010
7. HEAL2GETHER Partnership Program	US	3705102	4/15/2009
8. MISCELLANEOUS DESIGN (SIX CIRCLES)	Australia	1300704	5/22/2009
	Canada	1437261	5/6/2009 (Pending)
	CTM	7591993	2/10/2009
	Indonesia	D002009022018	7/2/2009 (Pending)
	Korea	40-2009-34508	7/21/2009 (Pending)
	New Zealand	806243	5/11/2009
	Norway	252.488	6/25/2009
	Singapore	T09/07436B	7/6/2009
	South Africa	2009/11553	6/23/2009 (Pending)
	Switzerland	593185	7/7/2009
	Taiwan	1416105	6/18/2009
	US	77/663209	77/663209
9. MISCELLANEOUS DESIGN (ABH NEW LOGO B&W)	Australia	1331528	11/16/2009
	Canada	1457824	11/3/2009 (Pending)
	CTM	8670192	11/6/2009
	Indonesia	D0002009041792	12/22/2009 (Pending)
	Korea	2010-46	1/4/2010 (Pending)
	New Zealand	815116	11/2/2009
	Norway	255.142	12/22/2009
	Singapore	T09/15146D	12/24/2009
	South Africa	2010/00394	11/11/2010 (Pending)
	Switzerland	603033	6/18/2009
	Taiwan	098056815	12/18/2009 (Pending)
	US	77/845179	10/9/2009 (Pending)
10. MISCELLANEOUS DESIGN (ABH NEW LOGO COLOR VERSION)	US	77/845198	10/9/2009 (Pending)
11. MISCELLANEOUS DESIGN (FOOT LOGO)	US	85/015471	4/16/2010 (Pending)
12. ANGINERA	Australia	889202	12/24/2001
	CTM	2518928	5/7/2003
	Switzerland	502490	1/7/2002
	US	3665155	8/4/2009

(3) Copyrights

None

(4) Domain Name Registrations and Websites