

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tela Bio, Inc.		01/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OrbiMed Private Investments IV, LP		
Street Address:	601 Lexington Avenue, 54th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022-4629		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5065654	OVITEX	
Registration Number:	5027345	TELA BIO	
Serial Number:	85854532	TELA	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<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:	6508152600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Chelseaa Bush c/o Sheppard Mullin et al		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	53XC-248338		
NAME OF SUBMITTER:	Chelseaa Bush		
SIGNATURE:	/ChelseaaBush/		
DATE SIGNED:	01/20/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Agreement*”) is made and entered into as of the 18th day of January, 2017, between TELA Bio, Inc., a Delaware corporation (“*Trademark Owner*”) and OrbiMed Private Investments IV, LP, a Delaware limited partnership (“*Collateral Agent*”), as collateral agent for the secured parties under the IP Security Agreement referred to below (the “*Secured Parties*”).

Whereas Trademark Owner, the Secured Parties and the Collateral Agent entered into an Intellectual Property Security Agreement dated as of January 18, 2017 (the “*IP Security Agreement*”), which relates to, at least in part, the intellectual property of Trademark Owner, and wherein all of the terms and conditions of the aforesaid Security Agreement are hereby incorporated herein by reference;

Whereas the Collateral Agent acts on behalf of the Secured Parties; and

Whereas the Secured Parties require a separate recordable document memorializing their respective security interests in and to all of the marks, registrations and applications listed in Schedule A hereto;

NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of its obligations to the Secured Parties, the Trademark Owner hereby grants, assigns and conveys to the Collateral Agent, on behalf of the Secured Parties, a security interest in and to all of Trademark Owner’s Trademarks (as such term is defined in the IP Security Agreement), including, without limitation, those set forth on Schedule A hereto (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Trademark Owner corresponding thereto throughout the world (all of the foregoing are collectively called the “*Marks*”), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Future Marks. The Trademark Owner authorizes the Collateral Agent to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 hereof.

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

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRADEMARK OWNER:

TELA Bio, Inc.

By: 
Name: Antony Koblish
Title: President Chief Executive Officer

COLLATERAL AGENT:

OrbiMed Private Investments IV, LP

By: OrbiMed Capital GP IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:

.....
Name:
Title:

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRADEMARK OWNER:

TELA Bio, Inc.

By: _____
Name: Antony Koblish
Title: President Chief Executive Officer

COLLATERAL AGENT:

OrbiMed Private Investments IV, LP

By: OrbiMed Capital GP IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By: _____
Name: Jonathan Sillerstein
Title: member

[Signature page to Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Registration No.	Mark	Registration Date
U.S. Trademark Registration No. 5,027,345	TELA BIO	Issued June 4, 2013
International Trademark Registration No. 1158337		
U.S. Trademark Application Serial No. 85/854,532	TELA	Filed February 20, 2013
WIPO Registration No. 1176428		
U.S. Trademark Registration No. 5,065,654	OVITEX	Issued October 18, 2016
International Trademark Registration No. 1296221		Issued on March 16, 2016