

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORGANOGENESIS INC.		03/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4463271	GINTUIT	
Registration Number:	4942534	PURAPLY	
Registration Number:	1934437	DERMAGRAFT	
Registration Number:	3980382		
Registration Number:	3980381	HEAL2GETHER	
Registration Number:	3994525		
Registration Number:	4071103		
Registration Number:	3861559	ADVANCED BIOHEALING	
Registration Number:	3861561	ADVANCED BIOHEALING	
Registration Number:	3861562		
Registration Number:	3861560	GET CLOSURE	
Serial Number:	86912511	DERMAGRAFT	
Serial Number:	86256918	TRANSCYTE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		

OP \$340.00 4463271

Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169127

NAME OF SUBMITTER: Lisa A. Cobbett

SIGNATURE: /Lisa A. Cobbett/

DATE SIGNED: 03/21/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 21, 2017, is entered into by and among **ORGANOGENESIS INC.**, a Delaware corporation (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor and certain of the Grantor’s affiliates party thereto from time to time, the Assignee, and certain lenders party thereto from time to time.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

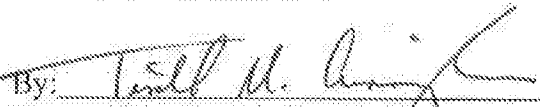
ASSIGNEE:

SILICON VALLEY BANK

By: 
Name: Sam Subilia
Title: Vice President

GRANTOR:

ORGANOGENESIS INC.

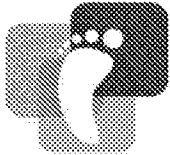
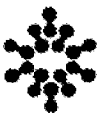
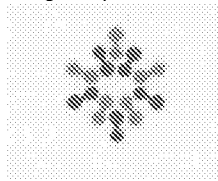

By: 

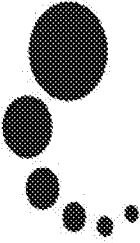
Name: Timothy M. Cunningham

Title: Chief Financial Officer

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademarks

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
USA	DERMAGRAFT	86912511	18-FEB-2016	N/A	N/A	5	Pending Section 2(F) (Response to Office Action filed on 30-NOV-2016)
USA	GINTUIT	85556369	29-FEB-2012	4463271	07-JAN-2014	5	Registered
USA	PURAPLY	86512814	23-JAN-2015	4942534	19-APR-2016	5	Registered
USA	DERMAGRAFT	74530123	26-MAY-1994	1934437	07-NOV-1995	10	Registered (Supplemental Register; Recently renewed in JUL-2016)
USA	Design Only 	85015471	16-APR-2010	3980382	21-JUN-2011	44 45	Registered
USA	HEAL2GETHER	85015469	16-APR-2010	3980381	21-JUN-2011	44 45	Registered
USA	Design Only 	77845179	09-OCT-2009	3994525	12-JUL-2011	5	Registered
USA	Design Only 	77845198	09-OCT-2009	4071103	13-DEC-2011	5	Registered
USA	ADVANCED BIOHEALING	77663144	04-FEB-2009	3861559	12-OCT-2010	5	Registered
USA	ADVANCED BIOHEALING 	77663187	04-FEB-2009	3861561	12-OCT-2010	5	Registered

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
USA	Design Only 	77663209	04-FEB-2009	3861562	12-OCT-2010	5	Registered
USA	GET CLOSURE	77663150	04-FEB-2009	3861560	12-OCT-2010	5	Registered
USA	TRANSCYTE	86256918	19-APR-2014	N/A	N/A		