

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TELA BIO, INC.		03/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL, INC.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5027345	TELA BIO	
<b>Serial Number:</b>	85854532	TELA	
<b>Registration Number:</b>	5065654	OVITEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(202) 265-1516		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Maryna Koberidze		
<b>Address Line 1:</b>	1025 Vermont Ave NW #1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F169409		
<b>NAME OF SUBMITTER:</b>	Matthew R. Pierce		
<b>SIGNATURE:</b>	/Matthew R. Pierce/		
<b>DATE SIGNED:</b>	04/04/2017		
<b>Total Attachments: 9</b>			
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page2.tif			
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page3.tif			

OP \$90.00 5027345

source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page4.tif  
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page5.tif  
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page6.tif  
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page7.tif  
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page8.tif  
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page9.tif  
source=Closing Copy - Intellectual Property Security Agreement - TELA Bio Inc - Trademark Filing#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of March 31, 2017, by and among (a) **TELA BIO, INC.**, a Delaware corporation (“**Grantor**”), (b) the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (defined below; collectively, the “**Lender**”), and (c) **HERCULES CAPITAL, INC.**, a Maryland corporation in its capacity as administrative agent for itself and the Lender (in such capacity, the “**Agent**”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, Lender and Grantor dated as of even date hereof (as the same may from time to time be amended, restated, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Agent and Lender.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations to Agent and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations to Agent and Lender, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

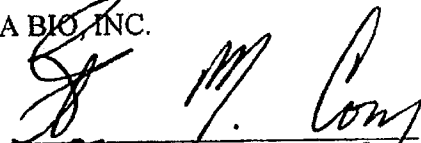
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TELA BIO, INC.

By: 

Name: Francis M. Conway

Title: Vice President - Finance

AGENT:

HERCULES CAPITAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TELA BIO, INC.

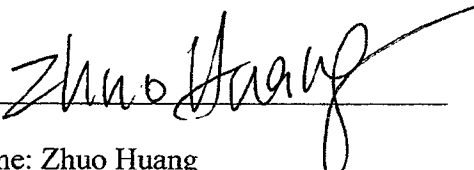
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

HERCULES CAPITAL, INC.

By:  \_\_\_\_\_

Name: Zhuo Huang

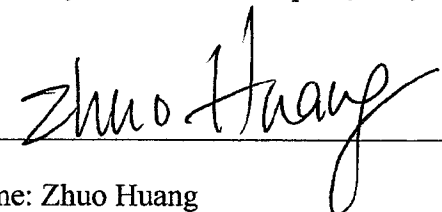
Title: Associate General Counsel

LENDER:

HERCULES TECHNOLOGY II, L.P., a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,  
its General Partner

By: Hercules Capital, Inc., its Manager

By:  \_\_\_\_\_

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

Copyrights

None



EXHIBIT B

Patents

TELA Bio Patent applications:

- a. 62/367,723 Multiple Component Packaging System for Sterilization of a Packaged Device, Pending 7/28/2016
- b. 62/327,494 Adhesion Barriers Sewn onto or Sewn Into Implantable Soft Tissue Repair Substrates, Pending 4/26/2016
- c. 15/196,439 Corner-Lock Stitch, Pending 6/29/2016
- d. PCT/US2016/039984 Corner-Lock Stitch, Pending 6/29/2016
- e. 62/186,437 Corner Lock Stitch filed June 30<sup>th</sup>, 2015
- f. 15/215,704 Compliance Control Stitching in a Substrate Materials, Pending 7/21/2016
- g. PCT/US2016/043240 Compliance Control Stitching in a Substrate Materials, Pending 7/21/2016
- h. 15/283,677 Corner Lock Stitch Patterns, Pending fast track, 10/3/2016
- i. 15/283,696 Compliance Control Stitching in a Substrate Materials, Pending fast track 10/3/2016 **\*\* Notice of Allowance letter from USPTO, 03/20/2017**
- j. 14/640,014 Surgical Attachment Device, published 9/10/2016
- k. 15/214,209 Surgical Attachment Device, pending 7/19/2016
- l. 15/214,229 Surgical Attachment Device, published 7/19/2016

## EXHIBIT C

### Trademarks

#### Trademarks and Trademark Applications – All owned by the Company

- a. TELA BIO – U.S. Trademark Registration No. 5,027,345 issued June 4, 2013; International Trademark Registration No. 1158337; Canada App. No. 1621705; Registered in 19 OUS countries, Goods: Natural and biocompatible materials comprised of non-living tissue for implantation or application in a surgical site to restore, repair, or treat organ, tissue, and body structures, in International Class 10. Pursuant to the Co-Existence Agreement described in paragraph 2 immediately below, the Company has agreed to amend the description of goods for the TELA Bio mark by specifically excluding therefrom materials for implantation or application in a surgical site to restore, repair or treat the ears, nose, throat or any other auditory-related, sinus-related, airway-related or trachea-related organs, tissues and/or structures.
- b. TELA – U.S. Trademark Application Serial No. 85/854,532; Filed February 20, 2013; WIPO Registration No. 1176428; Goods: Natural and biocompatible materials comprised of non-living tissue for implantation or application in a surgical site to restore, repair, or treat organ, tissue, and body structures, but specifically excluding materials for implantation or application in a surgical site to restore, repair or treat the ears, nose, throat or any other auditory-related, sinus-related, airway-related or trachea-related organs, tissues and/or structures, in International Class 10. Pursuant to a Co-Existence Agreement dated May 8, 2014 by and between the Company and Acclarent, Inc. (the “**Co-Existence Agreement**”), the Company agreed to not use, promote for use, apply to register or register any mark that includes in whole or in part TELA, TULA, or any terms confusingly similar thereto in connection with goods or services relating to, concerning, or provided in connection with the ears, nose, throat or any other auditory-related, sinus-related, airway-related or trachea-related organs, tissues, structures or functions, and Acclarent agreed to not contest, oppose, cancel, challenge or interfere in any way, based on Acclarent’s rights in its TULA mark, with the Company’s use or registration of the TELA mark or the TELA BIO mark, in each case, with a description of goods that specifically excluded ENT, or for the use or registration of any marks consistent with the Co-Existence Agreement.
- c. OVITEX – U.S. Trademark Registration No. 5,065,654 issued October 18, 2016; Pending in 10 OUS, Canada App. No. 1,772,907 published on October 19, 2016; International Trademark Registration No. 1296221 issued on March 16, 2016; Goods: Natural and biocompatible materials comprised of non-living tissue for implantation or application in a surgical site to restore, repair, or treat organ, tissue, and body structures, in International Class 10.

EXHIBIT D

Mask Works

None