

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Merger Sub, LLC		06/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	10016		
Entity Type:	BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86193093	AFFINITY	
Serial Number:	86568630	ALLOFRESH	
Serial Number:	86193080	BIOLATTICE	
Serial Number:	77658698	NUCEL	
Serial Number:	87078430	NUSHIELD	
Serial Number:	77614657	NUTECH	
Serial Number:	77614717	NUTECH MEDICAL	
Serial Number:	85771787	NUTECH SOLUTIONS FOR LIFE	
Serial Number:	85730983	RENU	
Serial Number:	77658694	NUTECH BIOLOGICS	
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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$265.00 86193093

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F177448 TM PRIME MERGER

NAME OF SUBMITTER: Lisa Cobbett

SIGNATURE: /Lisa Cobbett/

DATE SIGNED: 06/19/2018

Total Attachments: 5

source=2018 Trademark Security Agreement (Prime Merger) -- Organogenesis#page2.tif
source=2018 Trademark Security Agreement (Prime Merger) -- Organogenesis#page3.tif
source=2018 Trademark Security Agreement (Prime Merger) -- Organogenesis#page4.tif
source=2018 Trademark Security Agreement (Prime Merger) -- Organogenesis#page5.tif
source=2018 Trademark Security Agreement (Prime Merger) -- Organogenesis#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of June 7, 2018, is entered into by and among **PRIME MERGER SUB, LLC**, a Delaware limited liability company (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of March 21, 2017 (as supplemented by that certain Joinder, Assumption and First Amendment to Credit Agreement, dated as of March 24, 2017 (the “*First Amendment*”) and amended by that certain Second Amendment to Credit Agreement and Amendment to Guarantee and Collateral Agreement dated as of August 10, 2017 (the “*Second Amendment*”), and as further 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 March 21, 2017 (as amended by (a) the First Amendment, (b) the Second Amendment, (c) that certain Third Amendment to Credit Agreement dated as of November 7, 2017, (d) that certain Waiver and Fourth Amendment to Credit Agreement dated as of February 9, 2018, (e) that certain Fifth Amendment to Credit Agreement dated as of April 5, 2018, and (f) that certain Forbearance and Sixth Amendment to Credit Agreement, dated as of May 23, 2018, and as further 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

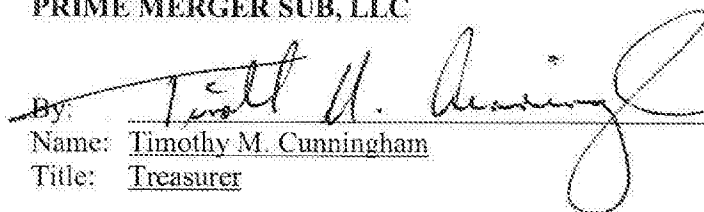
By: 

Name: Sam Subilia

Title: Vice President

GRANTOR:

PRIME MERGER SUB, LLC

By: 
Name: Timothy M. Cunningham
Title: Treasurer

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademarks

	<u>Trademark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration Date</u>
1.	AFFINITY	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	86/193,093	01/13/2015
2.	ALLOFRESH	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	86/568,630	N/A (Filing Date: 03/18/2015)
3.	BIOLATTICE	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	86/193,080	N/A (Filing Date: 02/13/2014)
4.	NUCEL	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	77/658,698	09/21/2010
5.	NUSHIELD	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	87/078,430	01/31/2017
6.	NUTECH	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	77/614,657	08/10/2010
7.	NUTECH MEDICAL	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	77/614,717	08/10/2010
8.	NUTECH SOLUTIONS FOR LIFE	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	85/771,787	05/14/2013
9.	RENU	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	85/730,983	08/18/2015
10.	NUTECH BIOLOGICS	Prime Merger Sub, LLC (as successor in interest to Nutech Medical, Inc.)	77/658,694	04/12/2011