

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TELA Bio, Inc.		11/16/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OrbiMed Royalty Opportunities II, LP
Street Address:	601 Lexington Avenue, 54th Floor
Internal Address:	C/O OrbiMed Advisors LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5027345	TELA BIO
Registration Number:	5065654	OVITEX
Serial Number:	87800609	FOREIGN BODY FOOTPRINT
Serial Number:	87800469	MINIMIZING THE FOREIGN BODY FOOTPRINT
Serial Number:	87666610	RESTELLA
Serial Number:	87900419	ELLATIS

CORRESPONDENCE DATA

Fax Number: 2026626291

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: (202)662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington & Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street, NW

Address Line 2: Attn: Patent Docketing

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	034550.00050
NAME OF SUBMITTER:	Jennifer Augsburger

TRADEMARK

SIGNATURE:	/jenn augsburger/
DATE SIGNED:	11/16/2018
Total Attachments: 11 source=OrbiMed_TELA Bio - Trademark Security Agreement#page1.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page2.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page3.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page4.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page5.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page6.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page7.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page8.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page9.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page10.tif source=OrbiMed_TELA Bio - Trademark Security Agreement#page11.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2018 (this “Agreement”), is made by TELA Bio, Inc., a Delaware corporation (the “Grantor”), in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 16, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between TELA Bio, Inc., a Delaware corporation (the “Borrower”) and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of November 16, 2018 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for the Lender’s benefit, a continuing security interest in all of Grantor’s right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof, and all common

law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Lender will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

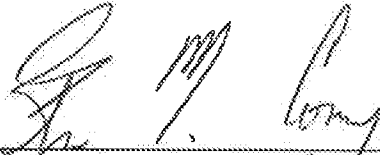
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantor shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (in “pdf,” “tiff” or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

TELA BIO, INC.

By: 
Name: Francis M. Cosentino
Title: Vice President - Finance

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Country	Trademark	Status	Owner	Application No.	Filing Date	Registration No.	Registration Date	Intl. Class	Goods
Armenia	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Armenia	OVITEX	Pending	TELA BIO, Inc.	IR1296221	3/16/2016			10 Int.	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
Australia	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1557360	3/26/2013	10 Int.	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
Azerbaijan	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Azerbaijan	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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

Belarus	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Belarus	OVITEX	Pending	TELA BIO, Inc.	IR1296221	3/16/2016			10 Int.	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
Canada	OVITEX	Allowed	TELA BIO, Inc.	1772907	3/17/2016			10 Int.	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
Canada	TELA BIO	Pending	TELA BIO, Inc.	1891886	4/4/2018			00 Int.	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
China (People's Republic)	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
European Union (Community)	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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

European Union (Community)	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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
Georgia	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Georgia	OVITEX	Pending	TELA BIO, Inc.	IR1296221	3/16/2016			10 Int.	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
Int'l Registration - Madrid Protocol Only	TELA BIO	Registered	TELA BIO, Inc.	A0034896	3/26/2013	1158337	3/26/2013	10 Int.	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 (per WIPO Notification)
Int'l Registration - Madrid Protocol Only	OVITEX	Registered	TELA BIO, Inc.	PTO Ref# A0057399	3/16/2016	1296221	3/16/2016	10 Int.	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

Japan	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	Natural and biocompatible non-living tissue for implantation or application in a surgical site to restore, repair, or treat organ, tissue, and body structures (as amended on 1/8/2014).
Kazakhstan	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Kazakhstan	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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
Kyrgyz Republic	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Kyrgyz Republic	OVITEX	Pending	TELA BIO, Inc.	IR1296221	3/16/2016			10 Int.	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
Mexico	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1401381	3/26/2013	10 Int.	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

Mexico	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1736579	3/16/2016	10 Int.	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
New Zealand	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	977446	3/26/2013	10 Int.	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
Russian Federation	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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
Tajikistan	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Tajikistan	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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
Turkmenistan	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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

Turkmenistan	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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
Ukraine	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Ukraine	OVITEX	Registered	TELA BIO, Inc.	IR1296221	3/16/2016	1296221	3/16/2016	10 Int.	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
United States of America	TELA BIO	Registered	TELA BIO, Inc.	85/752381	10/12/2012	5027345	8/23/2016	10 Int.	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 (as amended 6/9/2016)
United States of America	OVITEX	Registered	TELA BIO, Inc.	86/761323	9/18/2015	5065654	10/18/2016	10 Int.	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

United States of America	FOREIGN BODY FOOTPRINT	Pending	TELA BIO, Inc.	87/800609	2/16/2018			10 Int.	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.
United States of America	MINIMIZING THE FOREIGN BODY FOOTPRINT	Allowed	TELA BIO, Inc.	87/800469	2/16/2018			10 Int.	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.
United States of America	RESTELLA	Published	TELA BIO, Inc.	87/666610	10/31/2017			10 Int.	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
United States of America	ELLATIS	Allowed	TELA BIO, Inc.	87/900419	4/30/2018			10 Int.	Sterilized non-living human tissue used for soft tissue reinforcement in plastic and reconstructive surgical procedures
Uzbekistan	TELA BIO	Registered	TELA BIO, Inc.	IR1158337	3/26/2013	1158337	3/26/2013	10 Int.	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
Uzbekistan	OVITEX	Pending	TELA BIO, Inc.	IR1296221	3/16/2016			10 Int.	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

There are no trademark applications currently in preparation.

Item B. Trademark Licenses

Grantor has no Trademark licenses.