

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORGANOGENESIS HOLDINGS INC.		03/14/2019	Corporation: DELAWARE
ORGANOGENESIS, INC.		03/14/2019	Corporation: DELAWARE
PRIME MERGER SUB, LLC		03/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
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:	3861562		
Registration Number:	5194057	DERMAGRAFT	
Registration Number:	4672985	AFFINITY	
Registration Number:	5166962	ALLOFRESH	
Registration Number:	3850898	NUCEL	
Registration Number:	5133021	NUSHIELD	
Registration Number:	3830069	NUTECH	
Registration Number:	3830070	NUTECH MEDICAL	
Registration Number:	4334979	NUTECH SOLUTIONS FOR LIFE	
Registration Number:	4795558	RENU	
CORRESPONDENCE DATA			
Fax Number:	7037607777		

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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: 7037607360
Email: hcheng@mofo.com
Correspondent Name: Hsiao-Ting Cheng
Address Line 1: 1650 Tysons Boulevard, Suite 400
Address Line 2: Morrison & Foerster LLP
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	27292-590
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NAME OF SUBMITTER:	Michael R. Horner
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SIGNATURE:	/Michael R. Horner/
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DATE SIGNED:	03/14/2019
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 14, 2019, is entered into by and among **ORGANOGENESIS HOLDINGS INC.**, a Delaware corporation (“*Holdings*”), **ORGANOGENESIS, INC.**, a Delaware corporation (“*Organogenesis*”) and **PRIME MERGER SUB, LLC**, a Delaware limited liability company (“*Prime*”, and together with *Holdings* and *Organogenesis*, individually and collectively, 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, each Grantor and certain of such 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 each Grantor and certain of such 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, each 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, each 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 each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such 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 each 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, each Grantor authorizes the Assignee to modify this Agreement without obtaining any 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 any Grantor or to delete any reference to any right, title or interest in any Trademarks in which any such Grantor no longer has or claims any right, title or interest. Each 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]

GRANTOR:

ORGANOGENESIS HOLDINGS INC.

By: Timothy M. Cunningham
Name: TIMOTHY M. CUNNINGHAM
Title: CEO

ORGANOGENESIS INC.

By: Timothy M. Cunningham
Name: TIMOTHY M. CUNNINGHAM
Title: CEO

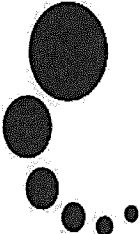
PRIME MERGER SUB, LLC

By: Timothy M. Cunningham
Name: TIMOTHY M. CUNNINGHAM
Title: TREASURER

Schedule A to TRADEMARK SECURITY AGREEMENT

Grantor: Organogenesis, Inc.

Trademarks

COUNTRY	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	STATUS
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)
USA	Design Only 	77663209	04-FEB-2009	3861562	12-OCT-2010	5	Registered
USA	DERMAGRAFT	86912511	18-FEB-2016	5194057	02-MAY-2017	5	Registered

Grantor: Prime Merger Sub, LLC

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Status
USA	AFFINITY	86193093	13-FEB-2014	4672985	13-JAN-2015	5	Registered
USA	ALLOFRESH	86568630	18-MAR-2015	5166962	21-MAR-2017	39	Registered
USA	NUCEL	77658898	28-JAN-2009	3850898	21-SEPT-2010	5	Registered
USA	NUSHIELD	87078430	21-JUN-2016	5133021	31-JAN-2017	5	Registered
USA	NUTECH	77614657	14-NOV-2008	3830069	10-AUG-2010	35	Registered
USA	NUTECH MEDICAL	77614717	14-NOV-2008	3830070	10-AUG-2010	35	Registered
USA	NUTECH SOLUTIONS FOR LIFE	85771787	05-NOV-2012	4334979	14-MAY-2013	35	Registered
USA	RENU	85730983	17-SEPT-2012	4795558	18-AUG-2015	5	Registered