

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Collagen Matrix, Inc.		08/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Northwestern Mutual Life Insurance Company		
Street Address:	720 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202-4797		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4370982	DURAMATRIX - ONLAY	
Registration Number:	4661975	NEOMEM	
Registration Number:	4680608	REGUARDE	
Registration Number:	4282934	OSSIMEND	
Registration Number:	4282937	NEUROMEND	
Registration Number:	4282938	NEUROMATRIX	
Registration Number:	4282933	NEUROFLEX	
Registration Number:	4282939	MATRIXDERM	
Registration Number:	4327230	DURAMATRIX	
Serial Number:	87530951	DURAMEND	
Serial Number:	88291758	TRIOSS	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	2029567685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		

OP \$290.00 4370982

TRADEMARK

Address Line 4:	Washington, D.C. 10004-2498
NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	08/01/2019
Total Attachments: 5 source=SC1-#4991404-ver1-Collagen - Second Lien Trademark Security Agreement (Executed)#page1.tif source=SC1-#4991404-ver1-Collagen - Second Lien Trademark Security Agreement (Executed)#page2.tif source=SC1-#4991404-ver1-Collagen - Second Lien Trademark Security Agreement (Executed)#page3.tif source=SC1-#4991404-ver1-Collagen - Second Lien Trademark Security Agreement (Executed)#page4.tif source=SC1-#4991404-ver1-Collagen - Second Lien Trademark Security Agreement (Executed)#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of August 1, 2019 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of The Northwestern Mutual Life Insurance Company, in its capacity as Administrative Agent for the secured parties (in such capacity, the "Administrative Agent") pursuant to that certain Second Lien Credit Agreement, dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among COLLAGEN PARENT, INC., a Delaware corporation ("Holdings"), COLLAGEN MERGER SUB, INC., a Delaware corporation ("MergerCo"), and in its capacity as the initial borrower prior to the consummation of the merger, the "Initial Borrower" or "Borrower"), which on the Closing Date shall be merged with and into CMI Parent Inc., a Delaware corporation ("CMI"), with CMI surviving such merger as the borrower thereunder (upon and after the merger, references to the "Borrower" hereunder shall be to CMI), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all goodwill connected with the Pledgor's business with respect to such Trademarks, including without limitation, all goodwill connected with the use of and symbolized by such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination Date, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Administrative Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

COLLAGEN MATRIX, INC.

By: 

Name: Cystein Valberg

Title: Chief Financial Officer

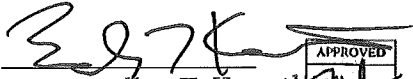
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006710 FRAME: 0061

Accepted and Agreed:

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,
as Administrative Agent

By: Northwestern Mutual Investment Management Company, LLC,
its investment adviser

By: 
Name: Bradley T. Kunath
Title: Managing Director



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Collagen Matrix, Inc.	DURAMATRIX - ONLAY	4,370,982
Collagen Matrix, Inc.	NEOMEM	4,661,975
Collagen Matrix, Inc.	REGUARDE	4,680,608
Collagen Matrix, Inc.	OSSIMEND	4,282,934
Collagen Matrix, Inc.	NEUROMEND	4,282,937
Collagen Matrix, Inc.	NEUROMATRIX	4,282,938
Collagen Matrix, Inc.	NEUROFLEX	4,282,933
Collagen Matrix, Inc.	MATRIXDERM	4,282,939
Collagen Matrix, Inc.	DURAMATRIX	4,327,230

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Collagen Matrix, Inc.	DURAMEND	87/530,951
Collagen Matrix, Inc.	TRIOSS	88/291,758