

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536683

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hercules Capital, Inc. | | 08/14/2019 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Tela Bio, Inc. | | |
| Street Address: | 1 Great Valley Parkway | | |
| Internal Address: | Suite 24 | | |
| City: | Malvern | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19355 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5027345 | TELA BIO | |
| Serial Number: | 85854532 | TELA | |
| Registration Number: | 5065654 | OVITEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2159791020 | | |
| <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: | 215-979-1817 | | |
| Email: | ccampbell@duanemorris.com | | |
| Correspondent Name: | Christiane S. Campbell | | |
| Address Line 1: | Duane Morris LLP | | |
| Address Line 2: | 30 South 17th Street | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-4196 | | |
| NAME OF SUBMITTER: | Christiane S. Campbell | | |
| SIGNATURE: | /Christiane S. Campbell/ | | |
| DATE SIGNED: | 08/15/2019 | | |
| Total Attachments: 5 | | | |
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the "Release") is made this 14 day of August, 2019 between HERCULES CAPITAL, INC., a Maryland corporation, with an address at 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301, in its capacity as administrative agent for itself and the Lenders (as defined below) (hereinafter referred to as the "Lien Holder"), and TELA BIO, INC., a Delaware corporation, with an address at (hereinafter referred to as "the Grantor");

WHEREAS, the Secured Party, the lenders party thereto (collectively, the "Lenders") and the Grantor are parties to that certain Loan and Security Agreement (the "Loan Agreement") dated March 31, 2017;

WHEREAS, in connection with the Loan Agreement, the Grantor executed and delivered that certain Intellectual Property Security Agreement dated March 31, 2017 pursuant to which the Grantor granted the Secured Party a security interest (the "Security Interest") in and to all of the Intellectual Property Collateral, including without limitation: (i) the patents listed on Schedule A attached hereto (collectively, the "Patents") and (ii) the trademarks listed on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, the Security Interest was recorded with the United States Patent and Trademark Office on April 4, 2017 at Reel No. 041849 and Frame No. 0154 (the "Security Interest");

WHEREAS, the Secured Party is desirous of releasing the Security Interest to the Grantor;

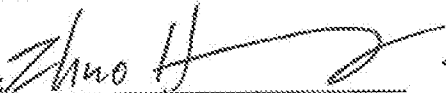
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Secured Party has released and by these presents does hereby release, unto the Grantor, and the successors and assigns of the Grantor, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Patents and in any continuations, continuations-in part, divisional or reissue applications claiming priority to the Patents; and

The Secured Party agrees, at the Grantor's expense and request, to take all lawful acts which any assignee of the Patent may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as the Grantor may select, including without limitation, execution of lawful documents.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Patents and Trademarks Agreement to be executed by its duly authorized officer as of the date above first written.


HERCULES CAPITAL, INC., as Administrative Agent

Dated: 8-14-19

By: 
Name: Zhuo Huang
Title: Associate General Counsel

TELA BIO, INC.

Dated: 8-14-19

By: 
Name: Francis M. Conway
Title: Vice President Finance

SCHEDULE A

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 30th, 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

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 countriss, 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.