

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIMEDX GROUP, INC.		07/02/2020	Corporation:
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP, as Collateral Agent		
Street Address:	ONE EAGLE PLACE		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: ENGLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5114737	STEM CELL MAGNET	
Registration Number:	5102072	AMNIOCORD	
Registration Number:	5380224	AMNIOFIX	
Registration Number:	5143475	AMNIOFILL	
Registration Number:	5097320	AMNIOVANTAGE	
Registration Number:	4645611	AMNIOMEND	
Registration Number:	5286443	MIMEDX	
Registration Number:	5228437	COLLAFIX	
Registration Number:	5482084	PURION	
Registration Number:	5596477	LYOPUR	
Registration Number:	5407620	MIMEDX	
Registration Number:	3558221	PURION	
Registration Number:	5101984	EPICORD	
Registration Number:	5613558	BEYOND YOUR FINISH LINE	
Registration Number:	5613165	BEYOND YOUR FINISH LINE	
Registration Number:	4056906	MIMEDX	
Registration Number:	4921133	EPIBURN	
Registration Number:	4457711	EPIFIX	
Registration Number:	3558220	EPIFIX	

CH \$565.00 5114737

Property Type	Number	Word Mark
Registration Number:	4017234	AMNIOFIX
Registration Number:	5213002	MIMEDX
Registration Number:	5407621	AMNIOFIX

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Meghan Bell

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Meghan Bell - 51889.0025
NAME OF SUBMITTER:	MEGHAN BELL
SIGNATURE:	/MEGHAN BELL/
DATE SIGNED:	07/02/2020

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of July 2, 2020 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Hayfin Services LLP (“Hayfin”), as collateral agent for the benefit of the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”) among, *inter alios*, MIMEDX GROUP, INC., a Florida corporation (the “Borrower”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Hayfin, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”), the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors, among others, are party to a Guaranty and Security Agreement dated as of July 2, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Administrative Agent to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby unconditionally pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of such Grantor’s right, title and interest in, to and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”):

(a) all of its all trademarks, trade names, trademark rights in corporate names, business names or fictitious business names, trade styles, service marks, logos and other source or business identifiers (whether registered or unregistered), 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 any of the foregoing referred to in Schedule 1 hereof;

(b) the right to obtain all extensions and renewals thereof; and

(c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, "Trademark Collateral" shall not include (and no security interest or Lien shall be granted hereunder in) any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of such trademark has been filed with and duly accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et sq.) (but only until such evidence of use is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts. Any number of counterparts of this Trademark Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Trademark Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY

DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 6. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF THE LOAN AGREEMENT (“JURISDICTION; VENUE; SERVICE OF PROCESS; JURY TRIAL WAIVER”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

Section 8. RECORDATION. THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

MIMEDX GROUP, INC., as Grantor

By: 

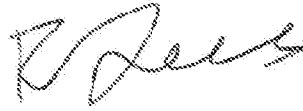
Name: Peter M. Carlson

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006989 FRAME: 0500

HAYFIN SERVICES LLP, as Collateral Agent



By: _____

Name: Erica Hughes

Title: Authorised Signatory of Hayfin Capital
Management LLP in its capacity as
corporate member of Hayfin Services LLP

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date
STEM CELL MAGNET	85724610	9/10/2012	5114737	1/3/2017
AMNIOCORD	86968009	4/7/2016	5102072	12/13/2016
AMNIOFIX	87502991	6/23/2017	5380224	1/16/2018
AMNIOFILL	87027924	5/6/2016	5143475	2/14/2017
AMNIOVANTAGE	86949054	3/22/2016	5097320	12/6/2016
AMNIOMEND	85720577	9/5/2012	4645611	11/25/2014
MIMEDX (& Design)	87431481	5/1/2017	5286443	9/12/2017
COLLAFIX	86211928	3/5/2014	5228437	6/20/2017
PURION	87346171	2/22/2017	5482084	5/29/2018
LYOPUR	87347185	2/23/2017	5596477	10/30/2018
MIMEDX	87580482	8/23/2017	5407620	2/20/2018
PURION	77139180	3/23/2007	3558221	1/6/2009
EPICORD	86923186	2/29/2016	5101984	12/13/2016
BEYOND YOUR FINISH LINE (& Design)	87753514	1/12/2018	5613558	11/20/2018
BEYOND YOUR FINISH LINE	87599841	9/7/2017	5613165	11/20/2018
MIMEDX	77912541	1/15/2010	4056906	11/15/2011
EPIBURN	86543738	2/24/2015	4921133	3/22/2016
EPIFIX	85783893	11/20/2012	4457711	12/31/2013
EPIFIX	77139171	3/23/2007	3558220	1/6/2009
AMNIOFIX	85196194	12/13/2010	4017234	8/23/2011
MIMEDX	87203302	10/14/2016	5213002	5/30/2017
AMNIOFIX	87580508	8/23/2017	5407621	2/20/2018
SMR2T BY MIMEDX	88718272 (Intent to Use)	12/6/2019		