

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPN Biosciences, LLC		12/24/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Organogenesis Inc.		
Street Address:	85 Dan Road		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5117388	CPN BIOSCIENCES	
Registration Number:	5117387	CPN BIOSCIENCES	
Registration Number:	5117386	CPN BIOSCIENCES	
Registration Number:	5042427	NUVAGEN	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-832-1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Joshua S. Jarvis, Esq.		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	01/02/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

September 17, 2020

This Trademark Assignment Agreement (this “Assignment”) is delivered pursuant to Section §3.2(a) of that certain Asset Purchase Agreement, dated as of July 24, 2020 (the “Agreement”), by and among Organogenesis Holdings Inc., Organogenesis Inc., a Delaware corporation with a principal address of 85 Dan Road, Canton, Massachusetts 02021 (the “Assignee”), CPN Biosciences, LLC, a Florida limited liability company with a principal address of 6925 112th Circle N, Suite 102, Largo, FL 33773 (the “Assignor”) and each of Kersdale Holdings, LLC, a Florida limited liability company, The Miscik Group LLC, a Florida limited liability company, and C&F Holdings, LLC, a Pennsylvania limited liability company in their capacity as members of Seller (collectively, the “Members”), and, with respect to Article X only, each of Craig Liberatore, Adam Miscik and Mihir Taneja, in their capacity as owners of the Members. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

WHEREAS, the Assignor has adopted, used, and is the owner certain trademarks and service marks, trademark and service mark applications and/or registrations and all common law rights associated therewith, including but not limited to those listed in the attached Schedule A and incorporated herein (collectively, the “Marks”); and

WHEREAS, the Assignee desires to acquire the Marks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys to the Assignee all of its right, title and interest in and to all Marks together with the goodwill associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, the right to sue and recover for past infringement of the Marks, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives.
2. The Assignor hereby requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Marks.
3. In order to give full force and effect to this Assignment, the Assignor further agrees and hereby irrevocably appoints the Assignee, and its successors and assigns, and their respective duly authorized officers and agents as its agent and attorney in fact, to act in the Assignor’s stead solely to execute, acknowledge, verify, and deliver any formal assignment recordation documents for the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, with the same

legal force and effect as if done by the Assignor. This appointment is expressly limited to performance of only those acts necessary to perfect this Assignment.

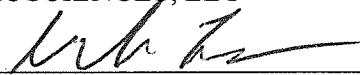
4. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Agreement. If any conflict exists between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern and control.
5. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Assignment by facsimile or electronic mail (with signature visible) shall be as effective as delivery of a manually executed counterpart of this Assignment.
6. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written:

ASSIGNOR:

CPN BIOSCIENCES, LLC

By: 
Name: MIRIA TENEB
Title: MANAGER

ASSIGNEE:

ORGANOGENESIS INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written:

ASSIGNOR:

CPN BIOSCIENCES, LLC

By: _____

Name:

Title:

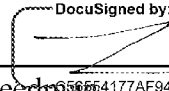
ASSIGNEE:

ORGANOGENESIS INC.

By: _____

Name: Lori Freedman

Title: Vice President and General Counsel

DocuSigned by:


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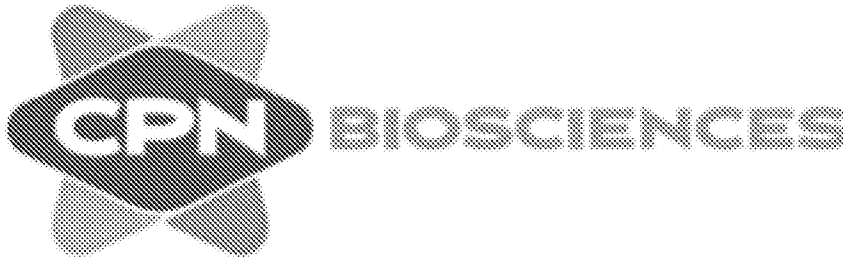
Schedule A

Trademarks

Registered Marks

1. NUVAGEN
 - a. U.S. Registration Number: 5042427
 - b. Registration Date: September 13, 2016

2. CPN BIOSCIENCES
 - a. U.S. Registration Number: 5117388
 - b. Registration Date: January 10, 2017



3.
 - a. U.S. Registration Number: 5117386
 - b. Registration Date: January 10, 2017



4.
 - a. U.S. Registration Number: 5117387
 - b. Registration Date: January 10, 2017

Unregistered Marks

1. CPN



- 2.
3. NUVAFOAM
4. NUVAGUARD

5. NUVAGEL
6. NUVASHIELD
7. NUVASHIELD AG
8. NUVACARE
9. WOUND CARE REIMAGINED