

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIMEDX GROUP, INC.		01/19/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	One Citizens Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: RHODE ISLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5102072	AMNIOCORD	
Registration Number:	5380224	AMNIOFIX	
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:	3558220	EPIFIX	
Registration Number:	5213002	MIMEDX	
Registration Number:	5407621	AMNIOFIX	
Registration Number:	6531459	SMR ² T BY MIMEDX	
Registration Number:	6890428	AMNIOBURN	
Registration Number:	7226593	EPIEFFECT	
Registration Number:	6944867	AMNIOEFFECT	
Registration Number:	6959111	AXIOFILL	
Registration Number:	4457711	EPIFIX	

OP \$490.00 5102072

CORRESPONDENCE DATA**Fax Number:**

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.

Email: ipdocketing@haynesboone.com**Correspondent Name:** Haynes and Boone, LLP c/o Annie Allison**Address Line 1:** 30 Rockefeller Plaza**Address Line 2:** Floor 26**Address Line 4:** New York, NEW YORK 10112

NAME OF SUBMITTER:	Annie Allison
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SIGNATURE:	/Annie Allison/
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DATE SIGNED:	01/25/2024
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2024 (as amended, restated, supplemented or otherwise modified, this "Agreement"), MIMEDX GROUP, INC., a Florida corporation (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of January 19, 2024 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of January 19, 2024, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding anything to the contrary contained in this Section 2, the security interests granted under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to any acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Trademark Collateral.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

MIMEDX GROUP, INC.

By: Joseph H. Capper
Name: Joseph H. Capper
Title: Chief Executive Officer

CITIZENS BANK, N.A., as Administrative Agent

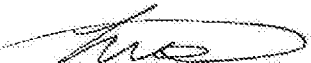
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

MIMEDX GROUP, INC.

By: _____
Name:
Title:

CITIZENS BANK, N.A., as Administrative Agent

By:  _____
Name: Luis Gutierrez
Title: Vice President

SCHEDULE I
TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
AMNIOCORD	86968009	4/7/2016	5102072	12/13/2016
AMNIOFIX	87502991	6/23/2017	5380224	1/16/2018
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
EPIFIX	77139171	3/23/2007	3558220	1/6/2009
MIMEDX	87203302	10/14/2016	5213002	5/30/2017
AMNIOFIX	87580508	8/23/2017	5407621	2/20/2018
SMR2T BY MIMEDX	88718272	12/6/2019	6531459	10/19/2021
AMNIOBURN	90526381	2/12/2021	6890428	11/1/2022
EPIEFFECT	97576438	9/2/2022	7226593	11/21/2023
AMNIOEFFECT	97083409	10/20/2021	6944867	1/3/2023
AXIOFILL	97362874	4/14/2022	6959111	1/17/2023
EPIFIX	85783893	11/20/2012	4457711	12/30/2013