

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1220907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELA Bio, Inc.		03/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MiMedx Group, Inc.		
Street Address:	1775 West Oak Commons Ct. NE		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30062		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7123046	NIVIS	
CORRESPONDENCE DATA			
Fax Number:	5616556222		
<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:	(561)650-7931		
Email:	GTIPMail@gtlaw.com		
Correspondent Name:	Mammen P. Zachariah Jr.		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 300 East		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	220259.011000		
NAME OF SUBMITTER:	Kristin Matthews		
SIGNATURE:	Kristin Matthews		
DATE SIGNED:	05/09/2024		
Total Attachments: 6			
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EXHIBIT C

Intellectual Property Assignments

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“*IP Assignment*”) is made as of March 15, 2024, by and between MiMedx Group, Inc., a Delaware corporation (“*Assignee*”), and TELA Bio, Inc., a Delaware corporation (“*Assignor*”). All capitalized terms used herein without definition shall have the respective meanings given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “*Asset Purchase Agreement*”); and

WHEREAS, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee its right, title and interest in and to all of the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

COPYRIGHTS

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the copyrights included in the Intellectual Property Assets, and further including any and all (a) renewal rights in respect of such copyrights, (b) rights to obtain registrations of such copyrights in the United States and throughout the world, and (c) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

TRADEMARKS

2. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the trademarks included in the Intellectual Property Assets and set forth on Annex A attached hereto, together with the goodwill connected with the use of and symbolized by such trademarks, and further including any and all (a) renewal rights in respect of such trademarks, (b) rights to obtain registrations of such trademarks throughout the world, (c) common law rights in response to such trademarks, and (d) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

TRADE SECRETS

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the trade secrets and any confidential know-how of Assignor included in the Intellectual Property Assets, including any and all (a) rights to sue and recover any and all damages and profits or seek injunctive relief, and (b) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee’s sole name.

FURTHER UNDERTAKINGS

4. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this IP Assignment. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property Assets.

5. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this IP Assignment and to issue any and all patents or certificates of invention which may be granted upon any of the patents related to the Product in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Intellectual Property Assets in any country.

GENERAL

6. Entire Agreement. This IP Assignment, the Asset Purchase Agreement and the transaction documents related thereto constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof. All representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect as provided in the Asset Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Purchased Asset shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement.

7. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Asset Purchase Agreement, including Section 8.06 thereof.

8. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

11. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

12. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to


be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment on the date first above written.

ASSIGNOR:

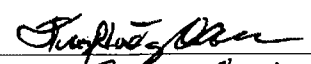
TELA-BIO, INC

By: 
Name: ANTHONY KOBUSCH
Title: PRESIDENT & CEO

IN WITNESS WHEREOF, the above individual has executed this IP Assignment as of March 15, 2024:

WITNESS:

Dated: March 15, 2024

By: 
Name: Taylor Ocosto
Address: 1 Crest Valley Parkway Suite 24
Malvern PA, 19355

ASSIGNEE:

MIMEDX GROUP, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the above individual has executed this IP Assignment as of March 15, 2024:

WITNESS:

Dated: _____

By: _____
Name: _____
Address: _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment on the date first above written.

ASSIGNOR:

TELA BIO, INC.

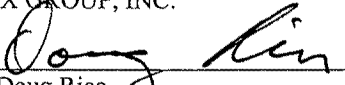
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the above individual has executed this IP Assignment as of March 15, 2024:


WITNESS: By: _____
Name: _____
Dated: _____ Address: _____

ASSIGNEE:

MIMEDX GROUP, INC.

By: 
Name: Doug Rice
Title: Chief Financial Officer

IN WITNESS WHEREOF, the above individual has executed this IP Assignment as of March 15, 2024:

WITNESS: By: 
Name: Claudia Hinckley Bell
Dated: MARCH 15, 2024 Address: 1775 West Oak Commons Court
Marietta, GA 30062

[Signature Page to IP Assignment]

ANNEX A

TRADEMARKS

Owner	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration / Publication or Application Number	Registration Date
TELA Bio, Inc.	NIVIS	Trademark Registration (USA)	7,123,046	7/25/2023
TELA Bio, Inc.	NIVIS	Trademark Registration (European Union - Community)	018752011	1/10/2023
TELA Bio, Inc.	NIVIS	Trademark Registration (UK)	UK00003823523	11/18/2022