

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D/A

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

Under the Securities Exchange Act of 1934
(Amendment No. 1)

MiMedx Group, Inc.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

602496101
(CUSIP Number)

EIAD ASBAHI
PRESCIENCE POINT CAPITAL MANAGEMENT, LLC
1670 Lobdell Avenue, Suite 200
Baton Rouge, Louisiana 70806
225-341-5565

Eleazer Klein, Esq.
919 Third Avenue
New York, New York 10022
(212) 756-2000
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 15, 2021
(Date of Event which Requires
Filing of this Schedule)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. []

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Prescience Partners, LP | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 6,058,430 Shares |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 6,058,430 Shares |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 6,058,430 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) 5.4% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Prescience Point Special Opportunity LP | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS WC | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 2,098,644 Shares |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 2,098,644 Shares |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 2,098,644 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) 1.9% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Prescience Capital, LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 8,157,074 Shares |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 8,157,074 Shares |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 8,157,074 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) 7.3% | |
| 14 | TYPE OF REPORTING PERSON PN | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Prescience Investment Group, LLC d/b/a Prescience Point Capital Management LLC | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Louisiana | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 9,058,250 Shares |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 9,058,250 Shares |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 9,058,250 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) 8.1% | |
| 14 | TYPE OF REPORTING PERSON IA | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Eiad Asbahi | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION United States | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER - 0 - |
| | 8 | SHARED VOTING POWER 9,058,250 Shares |
| | 9 | SOLE DISPOSITIVE POWER - 0 - |
| | 10 | SHARED DISPOSITIVE POWER 9,058,250 Shares |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 9,058,250 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) 8.1% | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Alfred G. Merriweather | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS PF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION United States and United Kingdom | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 1,270 Shares |
| | 8 | SHARED VOTING POWER - 0 - |
| | 9 | SOLE DISPOSITIVE POWER 1,270 Shares |
| | 10 | SHARED DISPOSITIVE POWER - 0 - |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 1,270 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) Less than 0.1% | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON Charlotte E. Sibley | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS PF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION United States | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 1,241 Shares |
| | 8 | SHARED VOTING POWER - 0 - |
| | 9 | SOLE DISPOSITIVE POWER 1,241 Shares |
| | 10 | SHARED DISPOSITIVE POWER - 0 - |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 1,241 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) Less than 0.1% | |
| 14 | TYPE OF REPORTING PERSON IN | |

| | | |
|---|---|--|
| 1 | NAME OF REPORTING PERSON William F. Spengler | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS PF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION United States | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 1,260 Shares |
| | 8 | SHARED VOTING POWER - 0 - |
| | 9 | SOLE DISPOSITIVE POWER 1,260 Shares |
| | 10 | SHARED DISPOSITIVE POWER - 0 - |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 1,260 Shares | |
| 12 | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) (see Item 5) Less than 0.1% | |
| 14 | TYPE OF REPORTING PERSON IN | |

This Amendment No. 1 (“Amendment No. 1”) amends and supplements the statement on Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on January 13, 2021 (the “Original Schedule 13D” and, together with Amendment No. 1, the “Schedule 13D”) with respect to the shares (“Shares”) of common stock, \$0.001 par value per share, of MiMedx Group, Inc., a Florida corporation (the “Issuer”). Capitalized terms used herein and not otherwise defined in this Amendment No. 1 shall have the meanings set forth in the Original Schedule 13D. This Amendment No. 1 amends Items 2, 3, 4, 5, 6 and 7.

Item 2. IDENTITY AND BACKGROUND.

Item 2 is hereby amended and restated as follows:

(a) This statement is filed by:

- (i) Prescience Partners LP (“Prescience Partners”), a Delaware limited partnership, with respect to the Shares directly and beneficially owned by it;
- (ii) Prescience Point Special Opportunity LP (“Prescience Point”), a Delaware limited partnership, with respect to the Shares directly and beneficially owned by it;
- (iii) Prescience Capital, LLC (“Prescience Capital”), a Delaware limited liability company, as the general partner of each of Prescience Partners and Prescience Point;
- (iv) Prescience Investment Group, LLC d/b/a Prescience Point Capital Management LLC (“Prescience Management”), a Louisiana limited liability company, as the investment manager of each of Prescience Partners and Prescience Point and the investment manager to certain managed accounts (the “Managed Accounts”);
- (v) Eiad Asbahi (“Mr. Asbahi” and together with Prescience Partners, Prescience Point, Prescience Capital and Prescience Management, the “Prescience Reporting Persons”), as managing member of Prescience Management;
- (vi) Alfred G. Merriweather (“Mr. Merriweather”);
- (vii) Charlotte E. Sibley (“Ms. Sibley”); and
- (viii) William F. Spengler (“Mr. Spengler” and together with Mr. Merriweather, Ms. Sibley and Mr. Asbahi, the “Nominees”).

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Each of the Reporting Persons is party to that certain Joint Filing Agreement, which is filed as Exhibit C hereto.

- (b) The address of the principal office of each of the Prescience Reporting Persons is 1670 Lobdell Avenue, Suite 200, Baton Rouge, Louisiana 70806. The address of the principal office of Mr. Merriweather is PO Box 668, Los Altos, California 94023. The address of the principal office of Ms. Sibley is 115 Hunt Valley Circle, Berwyn, Pennsylvania 19312. The address of the principal office of Mr. Spengler is 1003 NE 9th Avenue, Delray Beach, Florida 33483.
- (c) The principal business of Prescience Partners and Prescience Point is investing in securities. The principal business of Prescience Capital is serving as the general partner of each of Prescience Partners and Prescience Point. The principal business of Prescience Management is serving as the investment manager to each of Prescience Partners and Prescience Point as well as serving as the investment manager to the Managed Accounts. The principal occupation of Mr. Asbahi is serving as the managing member of each of Prescience Capital and Prescience Management. Mr. Merriweather is currently a retired financial executive. The principal occupation of Ms. Sibley is serving as the president of Sibley Associates, LLC. Mr. Spengler is currently retired and working part time as a partner for Frederick Fox, LLC, an executive search firm.
- (d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Each of Prescience Partners, Prescience Point and Prescience Capital is organized under the laws of the State of Delaware and Prescience Management is organized under the laws of the State of Louisiana. Mr. Asbahi, Ms. Sibley and Mr. Spengler are citizens of the United States of America. Mr. Merriweather is a citizen of the United States of America and the United Kingdom.

Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Item 3 is hereby amended and restated as follows:

The Shares purchased by Prescience Partners were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted in the Schedule 13D.

The aggregate purchase price of the 6,058,430 Shares held by Prescience Partners is approximately \$16,823,315, including brokerage commissions. The Shares purchased by Prescience Point were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted in the Schedule 13D. The aggregate purchase price of the 2,098,644 Shares held by Prescience Point is approximately \$7,430,707.69, including brokerage commissions. The Shares purchased by the Managed Accounts were purchased with capital available from the Managed Accounts in open market purchases. The aggregate purchase price of 900,244 of the Shares held by the Managed Accounts is approximately \$3,209,111, including brokerage commissions. 932 Shares were purchased for an individual retirement account of a family member of Eiad Asbahi using the personal funds of such family member. The aggregate purchase price of the 932 Shares held in such account is approximately \$4,492, including brokerage commissions.

Mr. Merriweather used a total of approximately \$15,240 in the aggregate to acquire the 1,270 Shares reported herein as beneficially owned by him.

Ms. Sibley used a total of approximately \$15,318 in the aggregate to acquire the 1,241 Shares reported herein as beneficially owned by her.

Mr. Spengler used a total of approximately \$15,089 in the aggregate to acquire the 1,260 Shares reported herein as beneficially owned by him.

Item 4. PURPOSE OF TRANSACTION.

Item 4 is hereby amended and supplemented by the addition of the following:

On April 15, 2021, Prescience Partners delivered a notice to the Issuer (the "Notice") of its intent to (i) propose each of the four (4) Nominees for election at the Issuer's 2021 annual meeting of shareholders of the Issuer (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "Annual Meeting"); (ii) present a non-binding advisory proposal asking the board of directors of the Issuer (the "Board") to declassify the Board so that the directors are all elected on an annual basis; (iii) present a non-binding advisory proposal asking the Board to amend the appropriate governing documents of the Issuer to give shareholders owning not less than 25% of all votes entitled to be cast on any issue proposed to be considered at a meeting of shareholders the power to call a special meeting of shareholders by a request in writing to the Secretary of the Issuer; and (iv) in the event that the Issuer determines that only three (3) directors are up for election, present a non-binding advisory proposal to increase the size of the Board by one seat and appoint Mr. Spengler to the newly-created vacancy (the "Director Proposal").

The Notice further disclosed that the presentation of the Director Proposal would be contingent upon there being less than four (4) Board seats up for election at the Annual Meeting. If the Issuer discloses that four (4) Board seats are up for election, Prescience Partners intends to withdraw the Director Proposal.

Additionally, on April 16, 2021 Prescience Capital issued a press release (the "Press Release") announcing, among other things, its nomination of the Nominees and containing a letter to shareholders of the Issuer. The description of this Press Release is qualified in its entirety by reference to the full text of the Press Release, which is attached hereto as Exhibit D and is incorporated by reference herein.

Item 5. INTEREST IN SECURITIES OF THE COMPANY.

Item 5 is hereby amended and restated as follows:

(a) and (b) Items 7 through 11 and 13 of each of the cover pages of this Amendment No. 1 are incorporated herein by reference. Such information is based on 111,261,154 Shares outstanding as of February 15, 2021, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2020 filed with the Securities and Exchange Commission on March 8, 2021.

By virtue of the Nomination Agreements (as defined in Item 6 below), the Prescience Reporting Persons, Mr. Merriweather, Ms. Sibley and Mr. Spengler may be deemed to have formed a "group" within the meaning of Section 13(d)(3) of the Exchange Act and may be deemed to beneficially own an aggregate of 9,062,021 Shares, representing approximately 8.1% of the outstanding Shares. The Prescience Reporting Persons expressly disclaim beneficial ownership of the Shares beneficially owned by each of Mr. Merriweather, Ms. Sibley and Mr. Spengler. Mr. Merriweather expressly disclaims beneficial ownership of the Shares beneficially owned by the Prescience Reporting Persons and each of Ms. Sibley and Mr. Spengler. Ms. Sibley expressly disclaims beneficial ownership of the Shares beneficially owned by the Prescience Reporting Persons and each of Mr. Merriweather and Mr. Spengler. Mr. Spengler expressly disclaims beneficial ownership of the Shares beneficially owned by the Prescience Reporting Persons and each of Mr. Merriweather and Ms. Sibley.

(c) Information concerning transactions in the Shares effected by the Reporting Persons during the past sixty days is set forth in Exhibit A hereto and is incorporated herein by reference.

The filing of the Schedule 13D shall not be construed as an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any of the Shares reported herein. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent that he, she or it actually exercises voting and/or investment power over Shares.

(d) No person (other than the Reporting Persons) is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.

(e) Not applicable.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 is hereby amended and supplemented by the addition of the following:

Each of the Nominees, other than Mr. Asbahi, has entered into a nomination agreement (the "Nomination Agreement") with Prescience Management substantially in the form attached as Exhibit B hereto whereby each of the Nominees, other than Mr. Asbahi, agreed to become members of a slate of nominees and stand for election as directors of the Issuer in connection with a proxy solicitation which may be conducted in respect of the Annual Meeting. Pursuant to each Nomination Agreement, Prescience Management has agreed to pay the costs of soliciting proxies in connection with the Annual Meeting, and to defend and indemnify the Nominees, other than Mr. Asbahi, against, and with respect to, any losses that may be incurred by the Nominees in the event they become a party to litigation based on their nomination as candidates for election to the Board and the solicitation of proxies in support of their election. Each of the Nominees, other than Mr. Asbahi, received compensation under the Nomination Agreement in the amount of \$50,000, and will receive an additional \$50,000 in the event that Prescience Management or an affiliate thereof or the Issuer files a proxy statement naming such individual as a nominee for election as director of the Issuer. Each of the Nominees, other than Mr. Asbahi, has agreed to invest an amount equal to \$15,000 in Shares within 5 calendar days of receipt of each of the foregoing compensation amounts. A copy of the form of the Nomination Agreement is attached as Exhibit B and is incorporated by reference herein.

Item 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 is hereby amended and restated as follows:

Exhibit A: Transactions in the Shares of the Issuer During the Last 60 Days

Exhibit B: Form of Nomination Agreement

Exhibit C: Joint Filing Agreement

Exhibit D: Press Release

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 16, 2021

Prescience Partners, LP

By: Prescience Point Capital Management LLC
Investment Manager

By: /s/ Eiad Asbahi

Name: Eiad Asbahi

Title: Managing Member

Prescience Point Special Opportunity LP

By: Prescience Point Capital Management LLC
Investment Manager

By: /s/ Eiad Asbahi

Name: Eiad Asbahi

Title: Managing Member

Prescience Capital, LLC

By: /s/ Eiad Asbahi

Name: Eiad Asbahi

Title: Managing Member

Prescience Point Capital Management LLC

By: /s/ Eiad Asbahi

Name: Eiad Asbahi

Title: Managing Member

/s/ Eiad Asbahi

EIAD ASBAHI

/s/ Alfred G. Merriweather

ALFRED G. MERRIWEATHER

/s/ Charlotte E. Sibley

CHARLOTTE E. SIBLEY

/s/ William F. Spengler

WILLIAM F. SPENGLER

**Transactions in the Shares of the Issuer by each of the Reporting Persons
During the Last Sixty (60) Days**

The following tables set forth all transactions in the Shares effected in the past sixty days by the Reporting Persons. Except as noted below, all such transactions were effected in the open market through brokers and the price per share includes commissions.

Prescience Partners, LP

| Trade Date | Shares Purchased (Sold) | Price Per Share (\$) |
|------------|-------------------------|----------------------|
| 03/09/2021 | 32,700 | 9.65 |

Prescience Point Special Opportunity LP

| Trade Date | Shares Purchased (Sold) | Price Per Share (\$) |
|------------|-------------------------|----------------------|
| 02/16/2021 | 10,104 | 9.66 |
| 02/18/2021 | 30,000 | 9.86 |
| 02/26/2021 | 20,000 | 9.65 |
| 03/02/2021 | 100,000 | 11.10 |
| 03/09/2021 | 32,700 | 9.65 |

Mr. Merriweather

| Trade Date | Shares Purchased (Sold) | Price Per Share (\$) |
|------------|-------------------------|----------------------|
| 04/16/2021 | 1,270 | 12.00 |

Ms. Sibley

| Trade Date | Shares Purchased (Sold) | Price Per Share (\$) |
|------------|-------------------------|----------------------|
| 04/16/2021 | 1,241 | 12.04 |

Mr. Spengler

| Trade Date | Shares Purchased (Sold) | Price Per Share (\$) |
|------------|-------------------------|----------------------|
| 04/16/2021 | 1,260 | 11.98 |

NOMINATION AGREEMENT

1. This Nomination Agreement (the “Agreement”) is by and between Prescience Point Capital Management, LLC (“Prescience Point,” “we” or “us”) and [] (“you”).
2. You agree that you are willing, should we so elect, to become a member of a slate of nominees (the “Slate”) of Prescience Point or an affiliate thereof (the “Nominating Party”), which nominees shall be nominated for election as directors of MiMedx Group, Inc. (the “Corporation”) in connection with a proxy solicitation (the “Proxy Solicitation”) in respect of the 2021 annual meeting of stockholders of the Corporation (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the “Annual Meeting”) to be conducted by Prescience Point and certain other parties, or appointment or election by other means. You further agree to serve as a director of the Corporation if so elected or appointed. Prescience Point agrees to pay the costs of the Proxy Solicitation and agrees to reimburse you for any documented and reasonable out-of-pocket expenses you incur in connection with the Proxy Solicitation that are approved in writing in advance by Prescience Point, including reasonable expenses for travel requested by Prescience Point in connection therewith.
3. Upon Prescience Point’s execution of this Agreement, which, if at all, will be within two business days of your signature, Prescience Point agrees to pay you a one-time fee of \$50,000; provided that you agree that an amount equal to \$15,000 will be invested in the common stock of the Corporation within five (5) calendar days of receipt of such fee (or such longer period as may be required to comply with any legal or regulatory requirements). It is understood that a purchase will not be required until after your involvement in the Slate is publicly announced. In the event that either the Nominating Party or the Corporation files a proxy statement naming you as a nominee, Prescience Point agrees to pay you an additional one-time fee of \$50,000; provided that you agree that an amount equal to \$15,000 will be invested in the common stock of the Corporation within five (5) calendar days of receipt of such fee (or such longer period as may be required to comply with any legal or regulatory requirements). You understand and agree that such compensation may not be paid to you, or that you may be required to refund such compensation, in the event that this Agreement is terminated by Prescience Point for Cause. “Cause” shall mean (i) fraud or willful misconduct by you, (ii) a material violation by you of applicable laws, (iii) your refusal to supply a completed Questionnaire (as defined below) or (iv) your refusal to serve as a nominee for the board of directors of the Corporation or as a director of the board of directors of the Corporation.

4. Prescience Point agrees on behalf of the Nominating Party that, so long as you actually serve on the Slate, Prescience Point will defend, indemnify and hold you harmless from and against any direct, out-of-pocket losses, claims, damages, penalties, judgments, awards, settlements, liabilities, costs, expenses and disbursements (including, without limitation, reasonable, reasonably documented attorneys' fees and related costs, expenses and disbursements) incurred by you in the event that you become a party, or are threatened to be made a party, to any civil, criminal, administrative or arbitral action, suit or proceeding brought by a third party, and any appeal thereof, (i) relating to your role as a nominee for director of the Corporation on the Slate, or (ii) otherwise directly arising from or in connection with or relating to the Proxy Solicitation in connection with your role as a nominee for director of the Corporation on the Slate. Your right of indemnification hereunder shall continue after the Annual Meeting has taken place but only for events that occurred prior to the Annual Meeting and subsequent to the date hereof. Anything to the contrary herein notwithstanding, Prescience Point is not indemnifying you for any action taken by you or on your behalf that occurs prior to the date hereof or subsequent to the conclusion of the Proxy Solicitation or such earlier time as you are no longer a nominee on the Slate or for any actions taken by you as a director of the Corporation, if you are elected. Nothing herein shall be construed to provide you with indemnification (i) if you are found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Solicitation, unless you demonstrate that your action was taken in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of electing the Slate; (ii) if you acted in a manner that constitutes gross negligence or willful misconduct; or (iii) if you provided false or misleading information, or omitted material information, in the Questionnaires (as defined below) or otherwise in connection with the Proxy Solicitation. You shall promptly notify Prescience Point in writing in the event of any third-party claims actually made against you or known by you to be threatened if you intend to seek indemnification hereunder in respect of such claims. In addition, upon your delivery of notice with respect to any such claim, Prescience Point shall promptly assume control of the defense of such claim with counsel chosen by Prescience Point. From and after such determination by Prescience Point to assume the defense of such claim, Prescience Point will not be liable to you under this Agreement for any expenses subsequently incurred by you in connection with the defense thereof other than reasonable costs of investigation and preparation therefor (including, without limitation, appearing as a witness and reasonable fees and expenses of legal counsel in connection therewith). Prescience Point shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, Prescience Point may not enter into any settlement of any such claim without your consent unless such settlement includes (i) no admission of liability or guilt by you, and (ii) an unconditional release of you from any and all liability or obligation in respect of such claim. If you are required to enforce the obligations of Prescience Point in this Agreement in a court of competent jurisdiction, or to recover damages for breach of this Agreement, Prescience Point will pay on your behalf, in advance, any and all reasonably documented out-of-pocket expenses (including, without limitation, reasonable, reasonably documented attorneys' fees and related costs, expenses and disbursements) actually and reasonably incurred by you in such action, provided, however, that all amounts advanced in respect of such expenses shall be promptly repaid to Prescience Point by you to the extent it shall ultimately be determined in a final judgment by a court of competent jurisdiction that you are not entitled to be indemnified for or advanced such expenses.

5. You understand that it may be difficult, if not impossible, to replace a nominee who, such as yourself, has agreed to serve on the Slate and, if elected or appointed, as a director of the Corporation if such nominee later changes his mind and determines not to serve on the Slate or, if elected or appointed, as a director of the Corporation. Accordingly, Prescience Point is relying upon your agreement to serve on the Slate and, if elected, as a director of the Corporation. In that regard, you will be supplied with a questionnaire (the "Prescience Point Questionnaire") in which you will provide Prescience Point with information necessary for the Nominating Party to make appropriate disclosure to the Corporation and to use in creating the proxy solicitation materials to be sent to stockholders of the Corporation and filed with the Securities and Exchange Commission in connection with the Proxy Solicitation, and may in the future be supplied with a questionnaire from the Corporation for similar purposes (together with the Prescience Point Questionnaire, the "Questionnaires").
6. You agree that (i) upon request you will promptly complete, sign and return the Questionnaires, (ii) your responses in the Questionnaires will be true, complete and correct in all respects, and (iii) you will provide any additional information related to the Proxy Solicitation as may be reasonably requested by Prescience Point, with information including, but not limited to, any other matters as is required or customary to be disclosed regarding a nominee and his or her nomination to the board of directors under the Corporation's Certificate of Incorporation or bylaws or pursuant to the rules and regulations contained in the Securities Exchange Act of 1934, as amended, or the rules and regulations promulgated thereunder. You commit that such information will be true and correct in all material respects and will not omit any material information necessary in order to make the information provided not misleading and that you will promptly notify Prescience Point of any material changes or updates to any information provided by you to Prescience Point. In addition, you agree that you will execute and return a separate instrument confirming that you consent to being nominated for election as a director of the Corporation and, if elected or otherwise appointed, consent to serving as a director of the Corporation. Upon being notified that you have been chosen, we and the Nominating Party may forward your consent and completed Questionnaires (or summaries thereof), to the Corporation, and we and the Nominating Party may at any time, in our and their discretion, disclose the information contained therein, as well as the existence and contents of this Agreement and any information this Agreement requires you to provide. Furthermore, you understand that we may elect, at our expense, to conduct a background and reference check on you and you agree to complete and execute any necessary authorization forms or other documents required in connection therewith.
7. You further agree that (i) you will treat confidentially and not disclose to any third parties (unless compelled by law) all information relating to the Proxy Solicitation that is non-public, confidential or proprietary in nature, including, without limitation, the existence of this Agreement, Prescience Point's interest in the Proxy Solicitation, and any information received from or learned in discussions with Prescience Point regarding the Proxy Solicitation; (ii) you will not issue, publish or otherwise make any public statement or any other form of public communication relating to the Corporation or the Proxy Solicitation without the prior approval of Prescience Point; and (iii) you will not agree to serve or be nominated to stand for election by (a) the Corporation, (b) any other stockholder of the Corporation (other than Prescience Point and its affiliates) or (c) any other party without the prior written approval of Prescience Point.

8. With respect to any purchases of securities of the Corporation, (i) you agree to consult with Prescience Point regarding such purchases and provide necessary information following such purchases so that we may comply with any applicable disclosure or other obligations which may result from such investment and (ii) Prescience Point or its affiliates shall prepare and complete any required disclosures including all regulatory filings related thereto at no cost to you. With respect to any purchases made pursuant to this paragraph you agree not to dispose of any such securities prior to the termination of this Agreement without the prior written consent of Prescience Point. Notwithstanding anything to the contrary in this Agreement or any other agreement existing as of the date hereof between you and us, upon your election or appointment to the Board, you shall be under no obligation to consult with or obtain the consent of Prescience Point or its affiliates regarding any purchases or sales of securities of the Corporation.
9. Prescience Point and you acknowledge that you are not acting as an agent of Prescience Point or in a fiduciary capacity with respect to Prescience Point and that you are not assuming any duties or obligations to Prescience Point other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency and except as otherwise expressly provided herein, nothing contained herein shall entitle you to any compensation from Prescience Point. Each of Prescience Point and you further acknowledges that, should you be elected to the board of directors of the Corporation, you will be acting as a director of the Corporation, on behalf of the Corporation and all of its stockholders, independent of and not controlled by Prescience Point, and all of your activities and decisions as a director of the Corporation will be governed by applicable law and subject at all times to your fiduciary duties to the Corporation and its stockholders. Nothing in this Agreement is intended to or shall govern or restrict your decisions or conduct as a director of the Corporation, which shall be based on your independent business judgment and honest belief as to the best interests of the Corporation and its stockholders. In summation, we recognize that should you be elected or appointed to the Corporation's board of directors all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duties, as applicable, to the Corporation and to the stockholders of the Corporation and, as a result, that there is, and can be, no agreement between you and Prescience Point that governs the decisions which you will make as a director of the Corporation.
10. You acknowledge that Prescience Point shall be under no obligation to nominate you for election and that Prescience Point will rely upon information provided by you for the purposes of preparing submissions to the Corporation, proxy solicitation materials and other public disclosure.
11. This Agreement shall automatically terminate on the earliest to occur of (i) the conclusion of the Annual Meeting, (ii) your election or appointment to the Board, (iii) the termination of the Proxy Solicitation, (iv) our election to not include you as part of the Slate or (v) our notice to you, provided, however, that the second, third, fourth, seventh, ninth, tenth, eleventh, twelfth and thirteenth paragraphs of this Agreement shall survive such termination.

12. This Agreement sets forth the entire agreement between Prescience Point and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by Prescience Point and you.
13. This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof. The parties agree to the exclusive jurisdiction of the state and federal courts of New York, New York, and waive, and agree not to plead or to make, any claim that any action or proceeding brought in the state and federal courts of New York, New York has been brought in an improper or inconvenient forum.

[Signature Page Follows]

Agreed to as of the date both parties have signed:

PRESCIENCE POINT CAPITAL MANAGEMENT, LLC

By: _____
Name:
Title:
Date:

NOMINEE:

Name:
Date:

JOINT FILING AGREEMENT

PURSUANT TO RULE 13d-1(k)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he, she or it knows that such information is inaccurate.

Dated: April 16, 2021

Prescience Partners, LP

By: Prescience Point Capital Management LLC
Investment Manager

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

Prescience Point Special Opportunity LP

By: Prescience Point Capital Management LLC
Investment Manager

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

Prescience Capital, LLC

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

Prescience Point Capital Management LLC

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

/s/ Eiad Asbahi

EIAD ASBAHI

/s/ Alfred G. Merriweather

ALFRED G. MERRIWEATHER

/s/ Charlotte E. Sibley

CHARLOTTE E. SIBLEY

/s/ William F. Spengler

WILLIAM F. SPENGLER

Prescience Point Capital Management to Nominate Four Highly Qualified Director Candidates to MiMedx Board at 2021 Annual Meeting

Sends Letter to Fellow MiMedx Shareholders Citing Board's Failure to Maximize Shareholder Value

BATON ROUGE, La., April 16, 2021 /PRNewswire/ -- Prescience Point Capital Management, together with its affiliates ("Prescience Point"), a research-focused, catalyst-driven investment firm, announced today the nomination of four highly qualified director candidates to the Board of Directors (the "Board") of MiMedx Group, Inc. (NASDAQ: MDXG) ("MiMedx" or the "Company"). Prescience Point, a beneficial owner of approximately 8.1% of the outstanding shares of MiMedx, believes that the best path forward for unlocking shareholder value is the addition of Mr. Eiad Asbahi, Mr. Alfred G. Merriweather, Ms. Charlotte E. Sibley, and Mr. William F. Spengler to the Board at the upcoming Annual Meeting of Shareholders (the "Annual Meeting"), scheduled to be held on May 27, 2021.

"We continue to believe that MiMedx is deeply undervalued, due in large part to the Company's failure to effectively communicate the value of Amniofix to the investment community" said Eiad Asbahi, Founder and Managing Partner of Prescience Point. "Furthermore, under the current Board's oversight, power has become concentrated in the hands of one entity, rendering the Board incapable of unlocking the Company's substantial value for all shareholders."

"To realize the promise of MiMedx for all shareholders, the Company needs – first and foremost – a reconstituted Board that will help direct the Company to craft a more compelling story for investors and who will advocate for the best interests of ALL shareholders, not a select few," Mr. Asbahi added.

Prescience Point also announced that it has issued an open letter to MiMedx shareholders, the full text of which follows below:

Dear Fellow MiMedx Shareholders,

Prescience Point Capital Management, together with its affiliates ("Prescience Point"), currently owns approximately 8.1% of the outstanding shares of MiMedx Group, Inc. ("MDXG" or the "Company"), making us one of the Company's largest shareholders. We continue to believe that MDXG is deeply undervalued. However, under the current Board's oversight, we believe that power has become concentrated in the hands of one entity, EW Healthcare Partners ("EW"), rendering the Board incapable of unlocking the Company's substantial value for all shareholders.

As a significant, long-term owner of MDXG, we have helped create immense value for all shareholders through our activism efforts. Most notably, since 2018, we believe that we have played a vital role in helping MDXG to not only survive the financial and reputational fallout created by its accounting scandal – but also to transform itself into a much stronger company that is better positioned for sustained success.

Since then, shareholders have seen an increase in MDXG's share price from roughly \$3.00 per share just prior to the start of our activist efforts, to \$12.30 per share at yesterday's close. Even still, this valuation remains, in our view, far below the more than \$30.00^[1] per share that we believe the Company should be worth right now, based on the enormous potential of its Amniofix injectable product.

To realize the promise of MDXG for all shareholders, we believe that the Company needs – first and foremost – a Board of Directors that is fully committed to continuing the process of unlocking value that Prescience Point began nearly two and a half years ago. That is why we have nominated a slate of four highly qualified candidates for election to the Company's Board of Directors (the "Board") at the Annual Meeting of Shareholders (the "Annual Meeting"), scheduled to be held on May 27, 2021. Our nominees will represent the interests of ALL MiMedx shareholders, not a select few. We urge all shareholders to ensure their voice can be heard in this upcoming Board election by ensuring their shares have not been lent out by their broker to other parties.

The Potential of a Game-Changing Product Remains Hidden, Resulting In Chronic Undervaluation

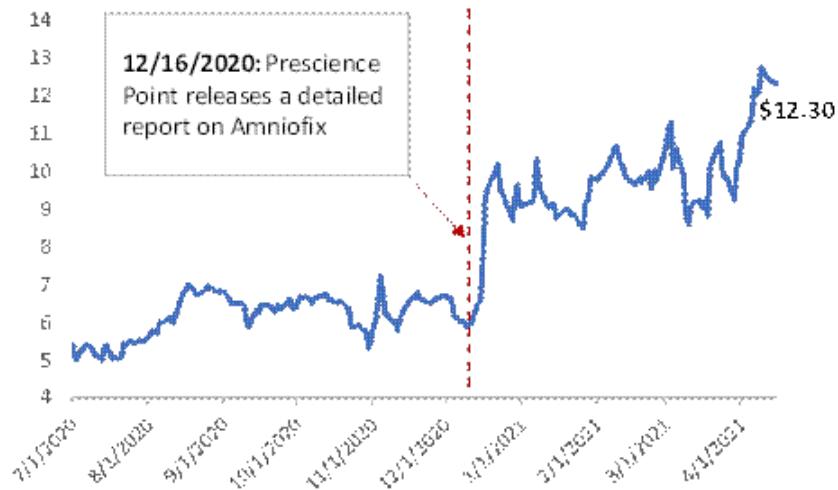
Prescience Point has remained a significant shareholder of MDXG in large part because of the immense promise of Amniofix. As detailed in our December 16, 2020 [report](#), our research overwhelmingly indicates, and we strongly believe, that Amniofix will be a game-changing, multi-billion dollar treatment for knee osteoarthritis ("knee OA") and other musculoskeletal ailments.

Unfortunately, it is our belief that MDXG's management and Board have consistently failed to effectively convey the potential of this product to the investment community. For the past two years, in letters and private conversations, we have repeatedly urged management and the Board to be more vocal and transparent about Amniofix. Yet, despite repeated assurances to us by management that things would change, it seems that nothing has, resulting in the chronic undervaluation of MDXG equity.

Shareholders should be concerned by the Company's puzzling reluctance to provide meaningful information about Amniofix when communicating with investors. To the extent MDXG has released information, the data has been overly conservative and incomplete, and severely downplayed the product's potential, amounting in our view to misrepresentation. Look no further than the JP Morgan Healthcare Conference [presentation](#), where the Company estimates the addressable market for Amniofix at just 1-1.5 million knee OA patients, despite the fact that there are almost 20 million knee OA patients in the US alone. Given blunders such as these, it is not surprising that almost every time the Company has spoken publicly about its business during the past two years, its share price has subsequently declined.

In contrast to the Company's failure to effectively tell its story to investors, consider the market's enthusiastic reaction to our December report on Amniofix. Prior to the publication of our report, the market was assigning little-to-no value to Amniofix, and MDXG shares were languishing in the \$5 to \$6 range. Immediately following our report's release, MDXG shares increased by 52% in the span of just four trading days, from \$6.58 on December 15, 2020 to \$10.03 on December 21st, 2020, in what we believe to be a clear indictment of management's inability to communicate the Company's potential for value-creation. This upward momentum has continued in 2021, and MDXG shares are currently trading at \$12.30.

Following The Release Of Our December 16th Report, MDXG Shares Immediately Increased By 52.4% In Just Four Trading Days And Have Increased By 86.9% In Total



Board and Management Decisions Have Destroyed Shareholder Value

Additionally, the current management and Board have made what we view to be baffling strategic decisions which have destroyed significant shareholder value. In July of last year, despite our objections and offer to help it raise capital at a more opportune time, the Company raised \$150 million of hugely dilutive capital from private equity firms EW and Hayfin Capital Management in the form of \$100 million of convertible preferred stock and a \$50 million term loan. Given the fact that, at the time, MDXG shares were trading at just \$5.40 and the Company had almost \$50 million of cash on its balance sheet, we believe this capital raise was excessive, ill-timed and, frankly, completely unnecessary. Even worse, the preferred shares were issued with a strike price of just \$3.85, which was almost 30% lower than the share price at that time! We cannot recall ever seeing another convertible deal consummated at such a deep discount.

We are also troubled by management's comments during recent investor conferences that it intends to actively pursue M&A opportunities in the wound care space. Given that the value of Amniofix greatly exceeds that of the wound care business, we believe this strategy is misdirected as it reflects a misunderstanding of the value drivers of the business and would be highly value destructive. In order to finance such a strategy, the Company would likely have to issue yet more shares, which would effectively transfer much of the value of Amniofix from existing shareholders to new shareholders.

To engage in such M&A "empire building," which is characteristic of a private equity "playbook," would be extremely distracting to the Company and further destructive of shareholder value.

MDXG Has Lost Significant Market Share to Organogenesis

MDXG's financial performance has also been disappointing. The Company reported an 11% year-over-year decline in sales in FY 2020 and has guided for a ~10% increase in sales in FY 2021. By contrast, Organogenesis ("ORGO") reported a 30% year-over-year increase in sales in FY 2020 and has guided for a 20% increase in sales in FY 2021. Said more simply, MDXG has lost and continues to lose significant market share to ORGO. Not surprisingly, ORGO's share price has dramatically outperformed that of MDXG and is up more than 600% over the past 12 months.

Recent Board Addition Gives EW Healthcare an Outsized Influence Over the Company

We are deeply troubled by the Board's recent decision to add a former EW affiliate, Dr. Phyllis Gardner, to its ranks. This addition was made shortly after we had expressed our desire to the Company to work cooperatively in reconstituting the Board with new members who would advocate for the best interests of all shareholders. Rather than engaging productively with us to achieve this goal, the Board instead responded by further entrenching its interests and those of EW, while stripping shareholders of the opportunity for true representation.

With Dr. Gardner's addition, 33% (three out of nine) of the seats on the Board are now held by current or former affiliates of EW, which far exceeds EW's percentage ownership in the Company. As a private equity firm, EW's interests may not align with those of public shareholders. For example, based on our conversations with Martin P. Sutter and William A. Hawkins III, EW representatives on the Board, we believe that EW is likely the driving force behind the Company's value-destructive pursuit of acquisitions in the wound care space. The entire MDXG Board must be held accountable for allowing EW to build such an outsized influence over the Company's direction.

It has become abundantly clear to us that MDXG needs additional representatives on the Board who will advocate for the best interests of ALL shareholders and who can direct the Company to craft a more compelling narrative about Amniofix for the investment community and court potential strategic partners. If the current course is not changed, and the Board is not reconstituted, we believe EW will continue to pack the Board. Thus, MDXG will not reach its full potential and its shares will continue to fail to reflect the true value of the business.

We did engage the Company in an effort to reach a consensual solution, and are disappointed that members of management and the Board refused our reasonable request for meaningful Board representation that better reflects the interests of public shareholders. As a result, we are compelled to take the step of nominating a new slate of candidates for election to the Board.

Our four highly-qualified, diverse and independent nominees, including one representative from Prescience Point, are committed to rigorous oversight of the Company's management, operations, business strategy, and value-creation process. Importantly, our three non-Prescience nominees collectively have decades of experience as executives and directors of well-performing biopharma companies, many of which were eventually sold on their watch. We have provided detailed biographies of each of our nominees below.

Biographies of Prescience Point's Nominees (in alphabetical order):

Eiad Asbahi

Mr. Eiad Asbahi is currently the managing member of Prescience Point Capital Management, LLC, which he founded in 2009. Prior to founding Prescience Point, Mr. Asbahi was a consultant with the investment firm Kinderhook Partners from 2008 to 2009. At Kinderhook, Mr. Asbahi focused exclusively on analyzing small-cap equities, identifying undervalued companies with exceptional growth prospects or impending catalysts to unlock intrinsic value. Before his time at Kinderhook, Mr. Asbahi served as a consultant at Cohanzick Management in 2008, analyzing companies across the capital structure, with a focus on high yield and distressed debt, capital arbitrage and special situation equities. Mr. Asbahi began his career as an analyst with Sand Spring Capital in 2004, where he worked until 2008. He received a B.S. in Microbiology from Louisiana State University, summa cum laude, his MBA from Louisiana State University in 2006, graduating at the top of his class, and is a Chartered Financial Analyst (CFA®) holder.

Alfred G. Merriweather

Mr. Alfred G. Merriweather is currently a retired financial executive. Since January 2021, he has served as director, chair of the Board and chair of the Audit Committee of Cadex Genomics, Corp., a privately held molecular diagnostic company. Mr. Merriweather has spent over thirty years in chief financial officer roles in a number of life science and medical technology companies. Most recently, from 2017 to 2019, he was the CFO of Adamas Pharmaceuticals, Inc., a publicly traded pharmaceutical company focused on neurologic disorders. Prior to his employment by Adamas, Mr. Merriweather served as CFO of RainDance Technologies, Inc., a life science tools company, from 2013 to 2017. Mr. Merriweather has also served as CFO to several other device, tools, and diagnostic companies. These include clinical lab companies such as Verinata Health, Inc., Celera Corporation and Monogram BioSciences, Inc., as well as the medical device companies Laserscope and Symphonix Devices Inc. He began his career with Price Waterhouse as a chartered accountant in London, England and San Jose, California, and received his B.A. in Economics from the University of Cambridge in 1975.

Charlotte E. Sibley

Ms. Charlotte E. Sibley is currently the President of Sibley Associates, LLC. Since 2018, she has also served on the board of directors of Advicenne, SA, a publicly-traded French specialty pharmaceutical company, where she was a member of the Remuneration Committee. Currently, Ms. Sibley is also a director and chair of the Compensation Committee of the Fort Hill Company, a position she has held since 2015. Ms. Sibley has over forty years of experience in the biopharmaceutical industry. Recently, she served on the board of directors of Taconic Biosciences, Inc., from 2013 to 2019 where she chaired the Nomination and Governance Committee. Prior to Taconic, Ms. Sibley was a director of the American Pacific Corporation from 2010 to 2014. Ms. Sibley began her career in the pharmaceutical industry as a market research manager for Pfizer in 1970, and held several managerial positions at companies such as Johnson & Johnson, the Medical Economics Company, and Bristol-Myers Squibb, and later held executive positions at Pfizer, Millennium Pharmaceuticals, and Shire plc. Ms. Sibley received her A.B. in French Language and Literature from Middlebury College in 1968 and her MBA from the University of Chicago Booth School of Business in 1970.

William F. Spengler

Mr. William F. Spengler is currently retired and working part time as a partner for Frederick Fox, LLC, an executive search firm, a position he has held since May 2020. Prior to his retirement, Mr. Spengler served on the board of directors of Endo International plc, a publicly traded pharmaceutical company, from 2008 to 2017. While on the board, Mr. Spengler was chair of the Audit Committee and a member of the Research & Development Committee. He has 14 years of experience as chief financial officer of multiple companies, including Smith & Wesson Brands Inc., MGI Pharma, Inc., and Guilford Pharmaceuticals, Inc., Earthshell Corporation, and Sweetheart Holdings. He also served as president of Chromadex from 2012 to 2015 and Osteo Implant Technologies from 2001 to 2003. Mr. Spengler began his career with Bristol-Myers Squibb, where he worked for fourteen years, before serving as vice president of finance in the International Group and later the Power Tools Group of Black and Decker, before moving to the Sweetheart Cup Company. Mr. Spengler received his MBA from the New York University Stern School of Business in 1980 and his B.A. in Economics from Yale University in 1977.

We believe the addition of the above nominees to the Board is critical to help put MDXG on the right path to maximize value for all shareholders.

For updates and shareholder information, follow [@PresciencePoint](#) on Twitter or www.presciencepoint.com.

Sincerely,

Eiad Asbahi
Prescience Point Capital Management, LLC

CERTAIN INFORMATION CONCERNING THE PARTICIPANTS

Prescience Investment Group, LLC d/b/a Prescience Point Capital Management LLC, Prescience Partners, LP, Prescience Point Special Opportunity LP, Prescience Capital, LLC, Eiad Asbahi, Alfred G. Merriweather, Charlotte E. Sibley and William F. Spengler (all of the foregoing, collectively the "Participants") intend to file with the Securities and Exchange Commission (the "SEC") a definitive proxy statement and accompanying form of GOLD proxy to be used in connection with the solicitation of proxies from the shareholders of MiMedx Group, Inc. (the "Company"). All shareholders of the Company are advised to read the definitive proxy statement and other documents related to the solicitation of proxies by the Participants when they become available, as they will contain important information, including additional information related to the Participants. The definitive proxy statement and an accompanying GOLD proxy card will be furnished to some or all of the Company's shareholders and will be, along with other relevant documents, available at no charge on the SEC website at <http://www.sec.gov/>.

Information about the Participants and a description of their direct or indirect interests by security holdings is contained in a Schedule 14A filed by the Participants with the Securities and Exchange Commission on April 16, 2021. This document is available free of charge from the source indicated above.

Disclaimer

This material does not constitute an offer to sell or a solicitation of an offer to buy any of the securities described herein in any state to any person. In addition, the discussions and opinions in this press release are for general information only, and are not intended to provide investment advice. All statements contained in this press release that are not clearly historical in nature or that necessarily depend on future events are "forward-looking statements," which are not guarantees of future performance or results, and the words "anticipate," "believe," "expect," "potential," "could," "opportunity," "estimate," and similar expressions are generally intended to identify forward-looking statements. The projected results and statements contained in this press release that are not historical facts are based on current expectations, speak only as of the date of this press release and involve risks that may cause the actual results to be materially different. Certain information included in this material is based on data obtained from sources considered to be reliable. No representation is made with respect to the accuracy or completeness of such data, and any analyses provided to assist the recipient of this presentation in evaluating the matters described herein may be based on subjective assessments and assumptions and may use one among alternative methodologies that produce different results. Accordingly, any analyses should also not be viewed as factual and also should not be relied upon as an accurate prediction of future results. All figures are unaudited estimates and subject to revision without notice. Prescience Point disclaims any obligation to update the information herein and reserves the right to change any of its opinions expressed herein at any time as it deems appropriate. Past performance is not indicative of future results.

About Prescience Point Capital Management

Prescience Point Capital Management is a private investment manager that employs forensic investigative techniques to unearth significant mispricing in global markets. It specializes in extensive investigations of difficult-to-analyze public companies in order to uncover significant elements of the business that have been overlooked or ignored by others.

Prescience Point manages private funds on behalf of its clients and principals and takes positions both long and short in support of its research. Prescience Point invests across a broad set of equities that it believes have abnormally large disparities between what their underlying businesses are intrinsically worth and what their securities sell for. The firm was founded by investor Eiad Asbahi in 2009 and is headquartered in Baton Rouge, LA. Prescience Point Capital Management is a registered investment advisor with the State of Louisiana. Follow @PresciencePoint.

Investor Contacts

Jason Alexander / Bruce Goldfarb
Okapi Partners LLC
212-297-0720
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[i] Based on the sum-of-the-parts valuation analysis provided in Prescience Point's December 16, 2020 report.

SOURCE Prescience Point Capital Management