TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALKERMES, INC.		09/16/2011	CORPORATION: PENNSYLVANIA
ALKERMES PHARMA IRELAND LIMITED		09/16/2011	PRIVATE LIMITED COMPANY: IRELAND

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2640074	AIR
Registration Number:	1990007	ALKERMES
Registration Number:	2808988	ALKERMES
Registration Number:	2622243	ALKERMES
Serial Number:	77950318	ALKERMES
Serial Number:	85305466	BEHALTRA
Registration Number:	3955579	LINKERX
Serial Number:	77906660	MEDIFUSION
Registration Number:	3427573	MEDISORB
Registration Number:	2217667	MEDISORB
Serial Number:	85305463	MUVELO
Serial Number:	85305465	ONTRADA
Registration Number:	3613037	PATIENT INSPIRED

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Serial Number:	85132426	PATIENT INSPIRED
Registration Number:	1730196	PROLEASE
Serial Number:	85305458	SOLINADE
Serial Number:	85305453	SUSTAMID
Registration Number:	3104288	VIVITROL
Registration Number:	3681273	VIVITROL
Serial Number:	85305457	VIXIA
Serial Number:	85305454	VIXOR
Serial Number:	85305460	VYAMID
Registration Number:	3591236	CODAS
Registration Number:	2110477	IPDAS
Registration Number:	3796256	MXDAS
Registration Number:	2492925	NANOCRYSTAL
Registration Number:	2386089	NANOCRYSTAL
Registration Number:	3557540	NANOCRYSTAL COLLOIDAL DISPERSION
Serial Number:	77636562	NANOMELT
Registration Number:	2867038	NANOMILL
Registration Number:	3246086	NANOMILL
Serial Number:	77733579	NANOSMOTIC
Registration Number:	1955461	NAPRELAN
Registration Number:	3070610	POLYMILL
Registration Number:	2881417	PROBLEM DISSOLVED
Registration Number:	2361023	PRODAS
Registration Number:	2794607	SODAS
Registration Number:	3721806	THE INSOLUBLE SOLVED
Registration Number:	1551582	VERELAN

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: ZHENG BAO
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

	35613/12287
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	09/29/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2011 ("Trademark Security Agreement"), made by ALKERMES, INC., a corporation organized under the laws of the Commonwealth of Pennsylvania, located at 852 Winter Street Waltham, Massachusetts, and ALKERMES PHARMA IRELAND LIMITED, a private limited company organized under the laws of the Republic of Ireland (registered number 448848), located at Monksland, Athlone Co. Westmeath, Ireland (the "Grantors"), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement dated as of September 16, 2011 (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the "Administrative Agent") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property 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 (collectively, the "Trademark Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all trademarks, service marks, certification marks, tradenames, corporate names, company names, business names, slogans, logos, trade dress, Internet domain names, and other source identifiers, whether registered or unregistered in the United States or any other country or any political subdivision thereof, together with any and all (i) registrations and applications for any of the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto, (ii) goodwill connected with the use thereof and symbolized thereby, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) extensions and renewals thereof and amendments thereto, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages, claims and payments for past, present or future infringements, misappropriations or other violations thereof, (vi) rights and remedies to sue for past, present and future infringements, misappropriations and other violations of any of the foregoing and (vii) rights, priorities, and privileges corresponding to any of the foregoing throughout the world ("Trademarks") of such Grantor, including, without limitation, the registered and applied for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

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provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest or any other interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d); and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Each Grantor hereby authorizes and requests that (i) with respect to the Intellectual Property listed on Part-I of Schedule 1, the Commissioner of Patents and Trademarks and (ii) with respect to the Intellectual Property listed on Part-II of Schedule 1 the appropriate filing office in the Republic of Ireland record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ALKERMES, INC.

By: _____

Name: JAMES M. FRATES

Title: Senior Vice President, Chief Financial Officer and Treasurer

SIGNED AND DELIVERED for and on behalf of and as the deed of **ALKERMES PHARMA IRELAND LIMITED** by its lawfully appointed attorney _____, acting pursuant to a Power of Attorney dated _____:

_____

Signature of Witness: _____

Name of Witness:

Address of Witness:

Occupation of Witness:

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ALKERMES, INC.

By: _____
Name: JAMES M. FRATES
Title: Senior Vice President, Chief Financial Officer and Treasurer

SIGNED AND DELIVERED for and on behalf of and as the deed of **ALKERMES PHARMA IRELAND LIMITED** by its lawfully appointed attorney Shane Cooke, acting pursuant to a Power of Attorney dated September 12, 2011:

Signature of Witness: _____

Name of Witness: PATRICIA PONSONBY

Address of Witness: TREASURY BLDG, LOWER GRAND CANAL ST, DUBLIN 2

Occupation of Witness: SOLICITOR

ALKERMES TRADEMARKS

Trademark	Application No.	RegNumber	Status	Country	Filing Date	Registration Date	Next Renewal Due
AIR	75/720,924	2,640,074	Registered	US	03-Jun-1999	22-Oct-2002	22-Oct-2012
ALKERMES	74/717,246	1,990,007	Registered	US	18-Aug-1995	30-Jul-1996	30-Jul-2016
ALKERMES	76/095,674	2,808,988	Registered	US	11-Jul-2000	27-Jan-2004	27-Jan-2014
ALKERMES & DESIGN	76/280,727	2,622,243	Registered	US	05-Jul-2001	17-Sep-2002	17-Sep-2012
ALKERMES (ORAL PRODUCTS)	77/950,318		Allowed	US	04-Mar-2010		
BEHALTRA	85/305,466		Pending	US	26-Apr-2011		
LINKERX	77/906,658	3,955,579	Registered	US	07-Jan-2010	3-May-2011	3-May-2021
MEDIFUSION	77/906,660		Allowed	US	07-Jan-2010		
MEDISORB	77/055,168	3,427,573	Registered	US	01-Dec-2006	13-May-2008	13-May-2018
MEDISORB (EXPANDED)	75/181,721	2,217,667	Registered	US	15-Oct-1996	12-Jan-1999	12-Jan-2019
MUVELO	85/305,463		Pending	US	26-Apr-2011		
ONTRADA	85/305,465		Pending	US	26-Apr-2011		
PATIENT INSPIRED	77/189,273	3,613,037	Registered	US	24-May-2007	28-Apr-2009	28-Apr-2019
PATIENT INSPIRED (Expanded)	85/132,426		Allowed	US	17-Sep-2010		
PROLEASE	74/122,521	1,730,196	Registered	US	11-Dec-1990	3-Nov-1992	3-Nov-2012
SOLINADE	85/305,458		Pending	US	26-Apr-2011		
SUSTAMID	85/305,453		Pending	US	26-Apr-2011		
VIVITROL	76/414,428	3,104,288	Registered	US	28-May-2002	13-Jun-2006	13-Jun-2016
VIVITROL & DESIGN	77/578,157	3,681,273	Registered	US	24-Sep-2008	8-Sep-2009	8-Sep-2019
VIXIA	85/305,457		Pending	US	26-Apr-2011		
VIXOR	85/305,454		Pending	US	26-Apr-2011		
VYAMID	85/305,460		Pending	US	26-Apr-2011		

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Trademark	Application No.	Registration No.	Status	Country / Territory	Filing Date	Registration Date	Class(es)	Owner*
CODAS	78/538,974	3591236	Registered	United States of America	28-Dec-2004	17-Mar-2009	05 Int.	ALKERMES PHARMA IRELAND LIMITED
IPDAS	75/111,480	2110.477	Registered	United States of America	29-May-1996	04-Nov-1997	05 Int.	ALKERMES PHARMA IRELAND LIMITED
MXDAS	77/422.501	3796256	Registered	United States of America	14-Mar-2008	01-Jun-2010	05 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOCRYSTAL	75/425,869	2492925	Registered	United States of America	29-Jan-1998	25-Sep-2001	35 Int., 40 Int., 42 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOCRYSTAL	75/425,872	2386089	Registered	United States of America	29-Jan-1998	12-Sep-2000	05 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOCRYSTAL COLLOIDAL DISPERSION	78/517,591	3557540	Registered	United States of America	16-Nov-2004	06-Jan-2009	05 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOMELT	77/636,562		Pending	United States of America	19-Dec-2008		05 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOMILL	75/939,970	2867038	Registered	United States of America	09-Mar-2000	27-Jul-2004	07 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOMILL	78/227,711	3246086	Registered	United States of America	19-Mar-2003	29-May-2007	07 Int.	ALKERMES PHARMA IRELAND LIMITED
NANOSMOTIC	77/733,579		Pending	United States of America	11-May-2009		05 Int.	ALKERMES PHARMA IRELAND LIMITED
NAPRELAN	73/659,443	1955461	Registered	United States of America	07-May-1987	13-Feb-1996	05 Int.	ALKERMES PHARMA IRELAND LIMITED
POLYMILL	78/551,624	3070610	Registered	United States of America	21-Jan-2005	21-Mar-2006	03 Int.	ALKERMES PHARMA IRELAND LIMITED
PROBLEM DISSOLVED	78/217,480	2881417	Registered	United States of America	21-Feb-2003	07-Sep-2004	35 Int., 40 Int., 42 Int.	ALKERMES PHARMA IRELAND LIMITED
PRODAS	75/283,262	2361023	Registered	United States of America	29-Apr-1997	27-Jun-2000	05 Int.	ALKERMES PHARMA IRELAND LIMITED
SODAS	78/127,040	2794607	Registered	United States of America	08-May-2002	16-Dec-2003	05 Int.	ALKERMES PHARMA IRELAND LIMITED
THE INSOLUBLE SOLVED	77/733,541	3721806	Registered	United States of America	11-May-2009	08-Dec-2009	42 Int.	ALKERMES PHARMA IRELAND LIMITED
VERELAN	73/760,372	1551582	Registered	United States of America	28-Oct-1988	15-Aug-1989	05 Int.	ALKERMES PHARMA IRELAND LIMITED

* Recordation in the relevant governmental office(s) to reflect ownership interest held by Alkermes Pharma Ireland Limited will occur after Close.

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Schedule I - Part II

None