

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Supernus Pharmaceuticals, Inc.		05/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	Corporate Trust Services
Internal Address:	One Federal Street, 3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2846419	SOLUTROL
Registration Number:	3064284	PROPHILE
Registration Number:	3349448	SUPERNUS
Registration Number:	3336065	SUPERNUS PHARMACEUTICALS
Registration Number:	3349449	SUPERNUS PHARMACEUTICALS
Registration Number:	3775652	TROKESA
Registration Number:	3732402	EPLIGA
Registration Number:	2505388	OPTISCREEN
Registration Number:	2410482	MICROTROL
Registration Number:	2770361	PROSCREEN
Serial Number:	85147337	LINSUVO
Serial Number:	85020422	ZALVARI
Serial Number:	85446493	TROKENDI

CH \$490.00 2846419

Serial Number:	85732100	YETARBA XR
Serial Number:	85732114	OXTELLAR XR
Serial Number:	85809116	THE POWER OF BALANCE
Serial Number:	85820778	SEEN
Serial Number:	85820791	SEEN SUPERNUS EPILEPSY EDUCATION NETWORK
Serial Number:	85644722	TROKENDI XR

CORRESPONDENCE DATA

Fax Number: 2159724156
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2159727755
Email: trademarks@saul.com
Correspondent Name: Gregory S. Bernabeo, Esq.
Address Line 1: Centre Square West, 1500 Market Street
Address Line 2: 38th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	103535.00035
NAME OF SUBMITTER:	Gregory S. Bernabeo
Signature:	/Gregory S. Bernabeo/
Date:	06/11/2013

Total Attachments: 7
source=Supernus Trademark Security Agreement#page1.tif
source=Supernus Trademark Security Agreement#page2.tif
source=Supernus Trademark Security Agreement#page3.tif
source=Supernus Trademark Security Agreement#page4.tif
source=Supernus Trademark Security Agreement#page5.tif
source=Supernus Trademark Security Agreement#page6.tif
source=Supernus Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**") is made this 3rd day of May, 2013, by and among the Grantor listed on the signature page hereof (the "**Grantor**"), and **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of May 3, 2013 among the Grantor and U.S. Bank National Association, a national banking association, as Trustee and Collateral Agent (as it may be amended, supplemented, extended, renewed, replaced, refunded or modified from time to time, the "**Indenture**"), **SUPERMUS PHARMACEUTICALS, INC.**, a Delaware corporation, (the "**Company**"), has issued to the Holders (as defined in the Indenture) the 7.50% Convertible Senior Secured Notes due 2019 (the "**Notes**"). Grantor is entering into this Trademark Security Agreement in order to induce the Holders (as defined in the Indenture) to purchase the Notes and to secure the Secured Obligations;

WHEREAS, the Collateral Agent is willing to enter into the Indenture and the Holders are willing to purchase the Notes, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security and Pledge Agreement, dated as of May 3, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security and Pledge Agreement**"); and

WHEREAS, pursuant to the Security and Pledge Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security and Pledge Agreement or, if not defined therein, in the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants to Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AND PLEDGE AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security and Pledge Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security and Pledge Agreement, the Security and Pledge Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under the Note Documents, Grantor hereby authorizes Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver

an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Note Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Note Document shall be satisfied by the transmission of a Record.

8. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. GRANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

9. Grantor (i) agrees that any suit, action or proceeding against it arising out of or relating to this Agreement may be instituted in any U.S. federal court with applicable subject matter jurisdiction sitting in The City of New York; (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (iii) submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.


[signature page follows]

✓

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

GRANTORS:

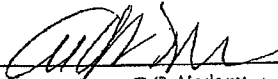
SUPERNUS PHARMACEUTICALS,
INC., as Company

By: 
Name: Gregory S. Patrick
Title: Vice President + Chief Financial
officer

[Signature Page to Trademark Security Agreement]

COLLATERAL AGENT:

**U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: Alison D. Nadeau
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Supernus Pharmaceuticals, Inc.	US	Solutrol	2,846,419	5/25/2004
Supernus Pharmaceuticals, Inc.	US	Prophile	3,064,284	2/28/2006
Supernus Pharmaceuticals, Inc.	US	Supernus	3,349,448	12/4/2007
Supernus Pharmaceuticals, Inc.	US	Supernus Pharmaceuticals	3,336,065	11/13/2007
Supernus Pharmaceuticals, Inc.	US	Supernus Pharmaceuticals (logo)	3,349,449	12/4/2007
Supernus Pharmaceuticals, Inc.	US	Trokesa	3,775,652	4/13/2010
Supernus Pharmaceuticals, Inc.	US	Epliga	3,732,402	12/29/2009
Supernus Pharmaceuticals, Inc.	US	Optiscreen	2,505,388	11/6/2001
Supernus Pharmaceuticals, Inc.	US	Microtrol	2,410,482	12/5/2000
Supernus Pharmaceuticals, Inc.	US	Proscreen	2,770,361	9/30/2003
Supernus Pharmaceuticals, Inc.	US	Linsuvo	85/147,337	10/7/2010
Supernus Pharmaceuticals, Inc.	US	Zalvari	85/020/422	4/22/2010
Supernus Pharmaceuticals, Inc.	US	Trokendi	85/446,493	10/13/2011
Supernus Pharmaceuticals, Inc.	US	Trokendi XR	85/644,722	6/6/2012
Supernus Pharmaceuticals, Inc.	US	Yetarba XR	85/732,100	9/18/2012
Supernus Pharmaceuticals, Inc.	US	Oxtellar XR	85/732,114	9/18/2012
Supernus Pharmaceuticals, Inc.	US	The Power of Balance	85/809,116	12/21/2012
Supernus Pharmaceuticals, Inc.	US	SEEN	85/820,778	1/11/2013
Supernus Pharmaceuticals, Inc.	US	SEEN Supernus Epilepsy Education Network	85/820,791	1/11/2013
Supernus Pharmaceuticals, Inc.	EU	Supernus Pharmaceuticals	4,575,536	8/10/2006

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Supernus Pharmaceuticals, Inc.	EU	Supernus Pharmaceuticals	4,575,445	8/10/2006
Supernus Pharmaceuticals, Inc.	CA	Supernus Pharmaceuticals	736,891	3/25/2009
Supernus Pharmaceuticals, Inc.	CA	Supernus Pharmaceuticals	737,446	4/2/2009

Trade Names

None.

Common Law Trademarks

Avert and Ensotrol have not been renewed, but the Company occasionally uses the trademark.

Trademarks Not Currently In Use

None.

Trademark Licenses

Trademarks	Name and Address of Licensee
Microtrol	Shire
Epliga, Trokendi XR, Oxtellar XR	Stendhal
Epliga, Trokendi XR, Oxtellar XR	Daewoong