

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACORDA THERAPEUTICS, INC.		06/01/2016	Corporation: DELAWARE
CIVITAS THERAPEUTICS, INC.		06/01/2016	Corporation: DELAWARE
NEURONEX, INC.		06/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	277 Park Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2913451	ACORDA THERAPEUTICS	
Registration Number:	3565849	ACORDA THERAPEUTICS	
Registration Number:	4217046	ARCUS	
Registration Number:	2383531	ZANAFLEX	
Registration Number:	3341341	ZANAFLEX CAPSULES	
Registration Number:	3719009	QUTENZA	
Registration Number:	3878204	NEUROGESX	
Registration Number:	3786343	NEUROGESX	
CORRESPONDENCE DATA			
Fax Number:	6173417729		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	1 Federal Street		

CH \$215.00 2913451

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Schmidt

SIGNATURE: /Katarzyna Schmidt/

DATE SIGNED: 06/08/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is entered into as of June 1, 2016 by and among ACORDA THERAPEUTICS, INC., a Delaware corporation (the "Company"), CIVITAS THERAPEUTICS, INC., a Delaware corporation ("Civitas"), NEURONEX, INC., a Delaware corporation ("Neuronex", and collectively with the Company and Civitas, the "Borrowers" and each individually a "Borrower"), each of the Subsidiaries of the Borrowers signatory hereto from time to time (such Subsidiaries, collectively with the Borrowers, the "Grantors" and each individually a "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement (as defined below) and their successors and assigns (the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Loan Parties party thereto, the Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Grantors from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Grantors as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties) that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent 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, each 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 Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties), to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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, including those referred to on Schedule I (other than those Trademarks that constitute “Excluded Assets” under the Credit Agreement);

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

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

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 the Grantors, or any of them, to the Lenders and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Agreement, the Security Agreement shall control.

5. 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 (e.g., via email in portable document file format) 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.

6. CONSTRUCTION. This Trademark Security Agreement is a Loan 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 Trademark Security 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 (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

7. **CHOICE OF LAW.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

8. **CONSENT TO JURISDICTION.** Each Grantor hereby irrevocably and unconditionally submits for itself and its property, to the exclusive jurisdiction of any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to this Patent Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

9. **WAIVER OF JURY TRIAL.** **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

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.

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:

ACORDA THERAPEUTICS, INC.

By: Michael Rogers
Name: Michael Rogers
Title: Chief Financial Officer

CIVITAS THERAPEUTICS, INC.

By: Michael Rogers
Name: Michael Rogers
Title: Treasurer

NEURONEX, INC.

By: Michael Rogers
Name: Michael Rogers
Title: Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Donna DiForio*

Name:
Title: Donna DiForio
Authorized Officer

**Schedule I
to
Trademark Security Agreement**

Trademark	Status	Country	App Number	Reg. Date	Reg Number	Reg Date	Owner Name
ACORDA THERAPEUTICS	Registered	United States of America	76/111138	8/17/2000	2913451	12/21/2004	Acorda Therapeutics, Inc.
ACORDA THERAPEUTICS and Design	Registered	United States of America	78/472170	8/23/2004	3565849	1/20/2009	Acorda Therapeutics, Inc.
ARCUS	Registered	United States of America	85/529823	1/31/2012	4217046	10/2/2012	Civitas Therapeutics, Inc.
ZANAFLEX (Stylized)	Registered	United States of America	75/186534	10/15/1996	2383531	9/5/2000	Acorda Therapeutics, Inc.
ZANAFLEX CAPSULES	Registered	United States of America	78/713378	9/15/2005	3341341	11/20/2007	Acorda Therapeutics, Inc.

Trademarks (NeurogesX)

Mark	Status	Country	Serial Number	App. Date	Registration No.	Registration Date	Listed
QUTENZA	Registered	United States of America	77/144,310.	03/29/2007	: 3,719,009	12/01/2009	NeurogesX, Inc
NEUROGESX	Registered	United States of America	78/863,162	04/17/2006	3,878,204	11/16/2010	NeurogesX, Inc
NEUROGESX	Registered	United States of America	78/981,310	04/17/2006	3,786,343	05/04/2010	NeurogesX, Inc