

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aimmune Therapeutics, Inc.		01/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86508785	AIMMUNE THERAPEUTICS	
Serial Number:	85930916	ARC ALLERGEN RESEARCH CORPORATION	
Serial Number:	85930955	CHARACTERIZED IMMUNOTHERAPY	
Serial Number:	86562567	CODIT	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	rpancholi@paulweiss.com, cadinolfi@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Rima Pancholi		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	18950-078		
NAME OF SUBMITTER:	Rima Pancholi		
SIGNATURE:	/Rima Pancholi/		
DATE SIGNED:	01/04/2019		

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Total Attachments: 5

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NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 3, 2019 (this “**Trademark Security Agreement**”), is made by Aimmune Therapeutics, Inc. a Delaware corporation (the “**Grantor**”) in favor of Cortland Capital Market Services LLC, a Delaware limited liability company, as Administrative Agent and Collateral Agent (in each such capacity, together with its successors and assigns, the “**Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 3, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, the Lenders from time to time party thereto, and the Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, dated as of January 3, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Grantor and the Agent, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, subject to existing licenses to use the Copyrights, Patents, Trademarks and Trade Secrets granted by such Grantor in the ordinary course of business has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property, of the Grantor (wherever located, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, including the Trademarks set forth on Schedule I hereto (the “**Trademark Collateral**”); provided, however, notwithstanding the foregoing, no Lien or security interest was or is granted on any Excluded Assets.

Section 3. Guarantee and Collateral Agreement. This Trademark Security Agreement is intended to confirm the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

Aimmune Therapeutics, Inc.,
as Grantor

By:

Name:

Title:


Eric H. Bjerkholt

Chief Financial Officer


[Signature Page to Notice of Security Interest in Trademarks]

ACCEPTED AND AGREED
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	App. No. App. Date	Reg. No. Reg. Date	Class	Status
AIMMUNE THERAPEUTICS	86508785 20-JAN-2015	5570879 25-SEP-2018	5	Registered
ARC ALLERGEN RESEARCH CORPORATION 	85930916 13-MAY-2013	4649896 02-DEC-2014	5	Registered
CHARACTERIZED IMMUNOTHERAPY	85930955 13-MAY-2013	4676043 20-JAN-2015	5	Registered
CODIT	86562567 12-MAR-2015		44	Pending