

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARMONY BIOSCIENCES, LLC		02/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, AS ADMINISTRATIVE AGENT		
Street Address:	1000 MAIN STREET		
Internal Address:	SUITE 2500		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87830683	KNOW NARCOLEPSY	
Serial Number:	87954316	REM AT THE WRONG TIME	
Serial Number:	87954324	NON-REM AT THE WRONG TIME	
Serial Number:	87759175	HARMONY BIOSCIENCES	
Serial Number:	87759246	HB HARMONY BIOSCIENCES	
Serial Number:	87759250	HB	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6472		
Email:	DMONTEBLANCO@COOLEY.COM		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	4401 EASTGATE MALL		
Address Line 2:	C/O COOLEY LLP		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	321831-146		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		

CH \$165.00 87830683

SIGNATURE:	/DEREK MONTEBLANCO/
DATE SIGNED:	03/01/2019
Total Attachments: 3 source=CRG_Harmony TM Security Agmt [EXECUTED]#page1.tif source=CRG_Harmony TM Security Agmt [EXECUTED]#page2.tif source=CRG_Harmony TM Security Agmt [EXECUTED]#page3.tif	

TRADEMARK SECURITY AGREEMENT

February 28, 2019

WHEREAS, HARMONY BIOSCIENCES, LLC, a Delaware limited liability company (the “**Grantor**”), is a party to that certain Security Agreement, dated as of February 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “**Administrative Agent**”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark applications listed on the **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement (this “**Trademark Security Agreement**”).

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

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any “intent to use” trademark applications filed with the United States Patent and Trademark Office for which a statement of use has not been filed (but only until such statement of use is filed)).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

HARMONY BIOSCIENCES, LLC, as Grantor

By: _____

Name: John Vittoria

Title: CFO

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 006578 FRAME: 0449

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Word Mark	Serial Number	Filing Date	Registration Number	Registration Date
KNOW NARCOLEPSY	87830683	March 12, 2018	5588181	October 16, 2018
REM AT THE WRONG TIME	87954316	June 8, 2018	N/A	N/A
NON-REM AT THE WRONG TIME	87954324	June 8, 2018	N/A	N/A
HARMONY BIOSCIENCES	87759175	January 17, 2018	N/A	N/A
HB HARMONY BIOSCIENCES (stylized form)	87759246	January 17, 2018	N/A	N/A
HB	87759250	January 17, 2018	N/A	N/A