

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPIZYME, INC.		11/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC		
Street Address:	Beaufort House, 51 New North Road		
City:	EXETER EX4 4EP		
State/Country:	UNITED KINGDOM		
Entity Type:	Public Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87554273	TAZVERIK	
Serial Number:	87554277	TAZVYNDA	
Serial Number:	85280475	EPIZYME	
Serial Number:	88452418	EPIZYME	
Serial Number:	85288886	EPIZYME	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	687747.0049		
NAME OF SUBMITTER:	Brenda Love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	11/19/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2019, is made by EPIZYME, INC. (“Grantor”), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns, the “Collateral Agent”) on behalf of Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of November 4, 2019 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among EPIZYME, INC. (“Borrower”), BIOPHARMA CREDIT PLC (as the “Collateral Agent” and a “Lender”), and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”), each Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 18, 2019 in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses and IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of Lenders and the other Secured Parties, pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

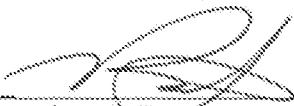
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

IN WITNESS WHEREOF, 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,

EPIZYME, INC., as Grantor


By: 
Name: Robert B. Bazemore
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC,
as Collateral Agent

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By: 
Name: Pedro Gonzalez de Cosio
Title: Managing Member

Signature Page to Trademark Security Agreement

A3-4

TRADEMARK
REEL: 006798 FRAME: 0709


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications (including any service marks, collective marks and certification marks) and Trademark Licenses

TRADEMARKS

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TAZVERIK	Published	Argentina	3.790.064	01-Apr-2019			Epizyme, Inc.
TAZVERIK	Pending Designation	Australia	1368636	07-Aug-2017			Epizyme, Inc.
TAZVERIK	Registered	Brazil	913405442	18-Sep-2017	913405442	11-Dec-2018	Epizyme, Inc.
TAZVERIK	Allowed	Canada	1853269	18-Aug-2017			Epizyme, Inc.
TAZVERIK	Registered Designation	China (People's Republic)	1368636	07-Aug-2017	1368636	07-Aug-2017	Epizyme, Inc.
TAZVERIK	Registered Designation	European Union (Community)	1368636	07-Aug-2017	1368636	07-Aug-2017	Epizyme, Inc.
TAZVERIK	Registered Designation	India	1368636	07-Aug-2017	1368636	07-Aug-2017	Epizyme, Inc.
TAZVERIK	Registered	Int'l Registration - Madrid Protocol Only	A0068996	07-Aug-2017	1368636	07-Aug-2017	Epizyme, Inc.
TAZVERIK	Registered Designation	Japan	1368636	07-Aug-2017	1368636	07-Aug-2017	Epizyme, Inc.
TAZVERIK	Pending Designation	Korea, Republic of	1368636	07-Aug-2017			Epizyme, Inc.
TAZVERIK	Pending Designation	Mexico	1368636	07-Aug-2017			Epizyme, Inc.
TAZVERIK	Registered Designation	Russian Federation	1368636	07-Aug-2017	1368636	07-Aug-2017	Epizyme, Inc.
TAZVERIK	Pending Designation	Switzerland	1368636	07-Aug-2017			Epizyme, Inc.

TAZVERIK	Allowed	United States of America	87/554273	03-Aug-2017			Epizyme, Inc.
TAZVYND A	Pending Designation	Australia	1368635	07-Aug-2017			Epizyme, Inc.
TAZVYND A	Registered	Brazil	913405531	18-Sep-2017	913405531	11-Dec-2018	Epizyme, Inc.
TAZVYND A	Allowed	Canada	1853270	18-Aug-2017			Epizyme, Inc.
TAZVYND A	Registered Designation	China (People's Republic)	1368635	07-Aug-2017	1368635	07-Aug-2017	Epizyme, Inc.
TAZVYND A	Registered Designation	European Union (Community)	1368635	07-Aug-2017	1368635	07-Aug-2017	Epizyme, Inc.
TAZVYND A	Registered Designation	India	1368635	07-Aug-2017	1368635	07-Aug-2017	Epizyme, Inc.
TAZVYND A	Registered	Int'l Registration - Madrid Protocol Only	A0068997	07-Aug-2017	1368635	07-Aug-2017	Epizyme, Inc.
TAZVYND A	Registered Designation	Japan	1368635	07-Aug-2017	1368635	07-Aug-2017	Epizyme, Inc.
TAZVYND A	Pending Designation	Korea, Republic of	1368635	07-Aug-2017			Epizyme, Inc.
TAZVYND A	Pending Designation	Mexico	1368635	07-Aug-2017			Epizyme, Inc.
TAZVYND A	Registered Designation	Russian Federation	1368635	07-Aug-2017	1368635	07-Aug-2017	Epizyme, Inc.
TAZVYND A	Pending Designation	Switzerland	1368635	07-Aug-2017			Epizyme, Inc.
TAZVYND A	Allowed	United States of America	87/554277	03-Aug-2017			Epizyme, Inc.
EPIZYME	Registered Designation	Australia	1075801	07-Apr-2011	1426894	14-Nov-2011	Epizyme, Inc.
EPIZYME	Registered Designation	European Union (Community)	1075801	07-Apr-2011	1075801	07-Apr-2011	Epizyme, Inc.
EPIZYME	Registered	India	2132977	20-Apr-2011	2132977	07-Nov-2013	Epizyme, Inc.
EPIZYME	Registered	Int'l Registration - Madrid Protocol Only	A0024085	07-Apr-2011	1075801	07-Apr-2011	Epizyme, Inc.
EPIZYME	Registered Designation	Korea, Republic of	1075801	07-Apr-2011	1075801	07-Apr-2011	Epizyme, Inc.

EPIZYME	Registered	United States of America	85/280475	29-Mar-2011	4045133	25-Oct-2011	Epizyme, Inc.
EPIZYME	Pending	United States of America	88/452418	30-May-2019			Epizyme, Inc.
	Registered	United States of America	85/288886	07-Apr-2011	4049072	01-Nov-2011	Epizyme, Inc.
タズベリク	Pending	Japan	2019-087322	21-Jun-2019			Epizyme, Inc.
タゼベリク	Pending	Japan	2019-087323	21-Jun-2019			Epizyme, Inc.
タズベリク	Pending	Japan	2019-087325	21-Jun-2019			Epizyme, Inc.
タゼビソク	Pending	Japan	2019-087324	21-Jun-2019			Epizyme, Inc.

TRADEMARK LICENSES

1. Companion Diagnostics Agreement dated as of December 18, 2012 between the Borrower and Eisai Co., Ltd. on the one side and Roche Molecular Systems, Inc. on the other side, as amended.