

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAREPTA THERAPEUTICS, INC		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC		
Street Address:	51 New North Road		
Internal Address:	c/o Beaufort House		
City:	Exeter EX4 4EP		
State/Country:	UNITED KINGDOM		
Entity Type:	Public Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5115025	EXONDYS	
Registration Number:	5134619	EXONDYS 51	
Serial Number:	87656211	EXONDYS 51 ETEPLIRSEN INJECTION	
Serial Number:	87175636	EXONDYS 51 ETEPLIRSEN INJECTION	
Serial Number:	88314190	VYONDYS	
Serial Number:	88569849	VYONDYS 53	
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:	687747.0035		
NAME OF SUBMITTER:	Brenda love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	12/23/2019		

CH \$165.00 5115025

Total Attachments: 5

source=Pharmakon -- Sarepta - Trademark Security Agreement (Executed) 4851-2075-4095, 1#page1.tif

source=Pharmakon -- Sarepta - Trademark Security Agreement (Executed) 4851-2075-4095, 1#page2.tif

source=Pharmakon -- Sarepta - Trademark Security Agreement (Executed) 4851-2075-4095, 1#page3.tif

source=Pharmakon -- Sarepta - Trademark Security Agreement (Executed) 4851-2075-4095, 1#page4.tif

source=Pharmakon -- Sarepta - Trademark Security Agreement (Executed) 4851-2075-4095, 1#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2019, is made by SAREPTA THERAPEUTICS, INC. (“Grantor” or “Borrower”), 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 December 13, 2019 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, 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; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement, dated as of December 20, 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”), 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 (including, without limitation, any IP Licenses under the Current Company IP Agreements to which Grantor is a party and the rights of Grantor thereunder, and all of Grantor’s right, title and interest in, to and under any Internet Domain Names and Software) 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. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than inchoate indemnity obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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 or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. 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,

SAREPTA THERAPEUTICS, INC.,
as Grantor

By 

Name: Sandesh Mahatme

Title: Executive Vice President, Chief Financial Officer,
and Chief Business Officer

Signature Page to Trademark Security Agreement


TRADEMARK
REEL: 006824 FRAME: 0255

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

TRADEMARK
REEL: 006824 FRAME: 0256

Schedule 1

Owned Trademarks

Ref.	Status	Country Name	Mark	Date Filed	Serial No.	Registration Number	Issued Date
7017.US00	Registered	United States of America	EXONDYS	24-Oct-2014	86/433,761	5115025	03-Jan-2017
7019.US00	Registered	United States of America	EXONDYS 51	15-Jan-2016	86/876376	5134619	31-Jan-2017
7020.US00	Pending	United States of America	EXONDYS 51 ETEPLIRSEN INJECTION and Design 	19-Sep-2016	87/175,636		
7020.US01	Registered	United States of America	EXONDYS 51 ETEPLIRSEN INJECTION and Design 	23-Oct-2017	87/656,211	5490967	12-Jun-2018
7036.US00	Pending	United States of America	VYONDYS	25-Feb-2019	88/314,190		
7038.US00	Pending	United States of America	VYONDYS 53	07-Aug-2019	88/569,849		

Licensed Trademarks

None