

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALNYLAM PHARMACEUTICALS, INC.		04/10/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5596122	ONPATTRO	
Registration Number:	5591475	ONPATTRO	
Serial Number:	88637585	ONPATTRO	
Registration Number:	5985026	GIVLAARI	
Serial Number:	88237293	GIVLAARI	
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>		
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122951.43		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	04/13/2020		

CH \$140.00 5596122

Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of April 10, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Agreement”) and among the Grantors party thereto (each an “Grantor” and collectively, the “Grantors”) and Wilmington Trust, National Association, solely in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties referenced therein, the undersigned Grantor has granted, and hereby grants, a continuing security interest in, and a right to set off against, the trademarks and trademark applications shown on Schedule 1 attached hereto, together with any and all (a) rights and privileges arising under applicable legal requirements with respect to the use of any of the foregoing, (b) all goodwill of the business connected with the use thereof and symbolized thereby, (c) extensions and renewals thereof and amendments thereto, (d) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (e) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (f) rights corresponding thereto throughout the world, in each case, to the Administrative Agent for the ratable benefit of the Secured Parties.

The security interest granted pursuant to this Notice is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Agreement, and the undersigned Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notice is deemed to conflict with the Agreement, the provisions of the Agreement shall control.

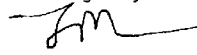
The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

This Notice and the transactions contemplated hereby, and all disputes between the parties under or relating to this Notice or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

Very truly yours,

ALNYLAM PHARMACEUTICALS, INC.

DocuSigned by:


By: _____
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Name: John Maraganore, Ph.D.

Title: Chief Executive Officer

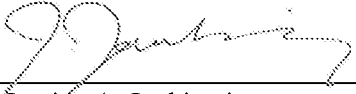
[Signature Page to Notice of Security Interest in Trademarks]

TRADEMARK
REEL: 006914 FRAME: 0900

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____


Name: Jessica A. Jankiewicz
Title: Assistant Vice President

SCHEDULE 1

OWNER	TRADEMARK	COUNTRY	STATUS	APP NO	APP DATE	REG NO	REG DATE
Alnylam Pharmaceuticals, Inc.	ONPATTRO	United States of America	Registered	86944919	Mar-18-2016	5596122	Oct-30-2018
Alnylam Pharmaceuticals, Inc.	Onpattro logo	United States of America	Registered	87569917	Aug-15-2017	5591475	Oct-23-2018
Alnylam Pharmaceuticals, Inc.	ONPATTRO Logo (In Color)	United States of America	Pending	88637585	Oct-1-2019		
Alnylam Pharmaceuticals, Inc.	GIVLAARI	United States of America	Registered	87784738	Feb-5-2018	5985026	Feb-11-2020
Alnylam Pharmaceuticals, Inc.	GIVLAARI Logo	United States of America	Pending	88237293	Dec-20-2018		