

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioHaven Pharmaceutical Holding Company Ltd.		08/07/2020	business company limited by shares: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Sixth Street Specialty Lending, Inc., as Administrative Agent		
Street Address:	888 Seventh Ave., 34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87329452	BIOHAVEN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0050		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/07/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 7, 2020, is entered into by and between BioHaven Pharmaceutical Holding Company Ltd., a BVI business company limited by shares incorporated under the laws of the British Virgin Islands with company number 1792178 (the “**Grantor**”) and Sixth Street Specialty Lending, Inc. (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of August 7, 2020, among the Assignee, the Grantor and the other grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Financing Agreement, dated as of August 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Financing Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

I. GRANT OF SECURITY INTEREST

A. Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations. For the purposes of this Agreement, “**Trademarks**” means (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States or foreign country, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided that no Excluded Assets shall be included in the Trademarks.

B. Schedule A hereto contains a true and accurate list of all of Grantor’s registrations and applications for registration for the Trademarks in the United States and foreign countries (excluding Internet domain names) existing as of the date hereof.

C. The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

II. MODIFICATIONS

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

III. APPLICABLE LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IV. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. For purposes of section 8(1) of the Electronic Transactions Act, 2001 of the British Virgin Islands, each party to this Agreement irrevocably consents to receiving the electronic signature of any other party to this Agreement that uses an electronic signature to execute this Agreement. For the purposes of this Section 15(l), "electronic signature" shall be construed so as to include the electronic signature of each witness, if any, of an electronic signature used to execute this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTIONS 10.15 (CONSENT TO JURISDICTION) and 10.16 (WAIVER OF JURY TRIAL) OF THE FINANCING AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SIXTH STREET SPECIALTY LENDING, INC.

By: _____


Name: Joshua Easterly
Title: Chief Executive Officer

Address of Assignee:

888 Seventh Ave., 34th Floor
New York, NY 10106

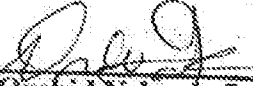
GRANTOR:

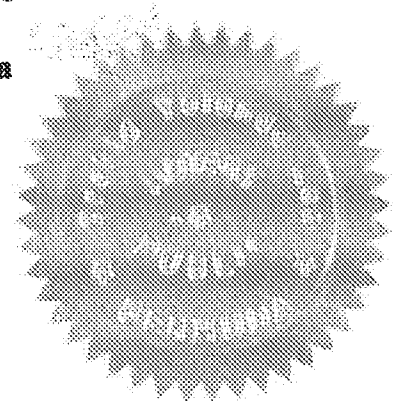
**BIOHAVEN PHARMACEUTICAL HOLDING
COMPANY LTD.**

By: 
Name: Vlad Coric
Title: Chief Executive Officer

Address of Grantor: 215 Church Street
New Haven, CT, USA 06510

Signed Before Me
This 28th day of July, 2020


Orchid Yolanda Lee
Notary Public
Hamilton, Bermuda



SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

None.

Applications of Registration of Trademarks

MARK	COUNTRY	SERIAL NO.	FILING DATE	STATUS
BIOSHIN	China	31365006	Jun 4, 2018	Pending
BIOSHIN	United States of America	87817056	Mar 1, 2018	Allowed
DECDURA	United States of America	87725497	Dec 18, 2017	Allowed
DIRLEVA	United States of America	87951552	Jun 6, 2018	Allowed
DURTRIG	United States of America	87838019	Mar 16, 2018	Allowed
DYRLEVA	United States of America	87838100	Mar 16, 2018	Allowed
DYRLYVA	United States of America	87951662	Jun 6, 2018	Allowed
GLYXIA	United States of America	87729142	Dec 20, 2017	Allowed
MYHAVEN	Australia	1512509	Jan 7, 2020	Pending
MYHAVEN	Brazil	1512509	Jan 7, 2020	Pending
MYHAVEN	Canada	1512509	Jan 7, 2020	Pending
MYHAVEN	China	1512509	Jan 7, 2020	Pending
MYHAVEN	European Union	1512509	Jan 7, 2020	Pending
MYHAVEN	Hong Kong	305163002	Jan 7, 2020	Pending
MYHAVEN	Israel	1512509	Jan 7, 2020	Pending
MYHAVEN	India	1512509	Jan 7, 2020	Pending
MYHAVEN	Japan	1512509	Jan 7, 2020	Pending
MYHAVEN	Republic of Korea	1512509	Jan 7, 2020	Pending
MYHAVEN	Mexico	1512509	Jan 7, 2020	Pending
MYHAVEN	Philippines	1512509	Jan 7, 2020	Pending
MYHAVEN	Russian Federation	1512509	Jan 7, 2020	Pending
MYHAVEN	Singapore	40202002645V	Jan 7, 2020	Published
MYHAVEN	United Kingdom	1512509	Jan 7, 2020	Pending
MYHAVEN	United States of America	88504722	Jul 8, 2019	Pending
MYHAVEN	International Bureau (WIPO)	A0093067	Jan 7, 2020	Pending
MYHAVEN	South Africa	202000381	Jan 7, 2020	Pending
NUGLEA	United States of America	87729173	Dec 20, 2017	Allowed
RENUIFY	United States of America	87838061	Mar 16, 2018	Allowed

MARK	COUNTRY	SERIAL NO.	FILING DATE	STATUS
VICDUR	United States of America	88639756	Oct 2, 2019	Allowed
VYCDUR	United States of America	88639735	Oct 2, 2019	Allowed
VYDURA	United States of America	88264650	Jan 16, 2019	Allowed
VYDURAX	United States of America	88676055	Oct 31, 2019	Allowed
VYDURE	United States of America	88675979	Oct 31, 2019	Allowed
VYDUREX	United States of America	88676062	Oct 31, 2019	Pending
VYDURI	United States of America	88675965	Oct 31, 2019	Allowed
VYDURO	United States of America	88676007	Oct 31, 2019	Pending
VYDURX	United States of America	88675959	Oct 31, 2019	Allowed
VYDURY	United States of America	88676037	Oct 31, 2019	Allowed
VYGLEA	United States of America	87729233	Dec 20, 2017	Pending
BIOHAVEN	China	31365007	Jun 4, 2018	Pending
BIOHAVEN	United States of America	87329452	Feb 8, 2017	Allowed
NEUROINNOVATION	United States of America	88927513	May 21, 2020	Pending
BAI AO HAI FEN	China	31365008	Jun 4, 2018	Pending
BIAO XIN	China	31452288	Jun 7, 2018	Pending