

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595745

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900561758

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amicus Therapeutics, Inc.		07/30/2020	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Hayfin Services LLP, as Agent
<b>Street Address:</b>	One Eagle Place
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SW1Y6AF
<b>Entity Type:</b>	Limited Liability Partnership: UNITED KINGDOM

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3469528	A AMICUS THERAPEUTICS
Registration Number:	5955803	AMICUS ASSIST
Registration Number:	3464177	AMICUS THERAPEUTICS
Registration Number:	4295007	AT THE FOREFRONT OF THERAPIES FOR RARE A
Registration Number:	5541266	GALAFOLD
Registration Number:	5680933	GALAFOLD
Registration Number:	5680931	GALAFOLD
Registration Number:	5680934	
Registration Number:	5680932	
Registration Number:	5676247	HEALING BEYOND DISEASE
Registration Number:	5976690	MYDAY
Registration Number:	5822478	OUR GOOD STUFF
Serial Number:	87499653	CHART
Serial Number:	87499681	CHART
Serial Number:	88712421	CRADLE OF CURES
Serial Number:	88839998	
Serial Number:	88930194	POMBILITI
Serial Number:	88930214	EUHENZY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88930211	OPFOLDA
Serial Number:	88930209	ZYMFOLDA
Serial Number:	88930205	RENJOZY
Serial Number:	88930198	UPOMVI

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899  
*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.*  
**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	33858 / 008
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	09/03/2020

**Total Attachments: 6**  
source=Amicus - Trademark Security Agreement (Amicus Therapeutics) (Executed)#page1.tif  
source=Amicus - Trademark Security Agreement (Amicus Therapeutics) (Executed)#page2.tif  
source=Amicus - Trademark Security Agreement (Amicus Therapeutics) (Executed)#page3.tif  
source=Amicus - Trademark Security Agreement (Amicus Therapeutics) (Executed)#page4.tif  
source=Amicus - Trademark Security Agreement (Amicus Therapeutics) (Executed)#page5.tif  
source=Amicus - Trademark Security Agreement (Amicus Therapeutics) (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2020, is made by AMICUS THERAPEUTICS, INC. (“Grantor”), in favor of HAYFIN SERVICES LLP (together with its successors and permitted assigns, “Agent”) on behalf of itself and the other Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of July 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among AMICUS THERAPEUTICS, INC., a Delaware corporation (as “Parent”), AMICUS THERAPEUTICS INTERNATIONAL HOLDING LTD, a private limited company incorporated under the laws of England and Wales (as “Borrower”), each other Person from time to time party hereto that is designated as a “Credit Party” (as defined therein), Agent, and each lender from time to time party thereto (each individually a “Lender” and collectively, the “Lenders”), the Lenders 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 the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of Borrower and, in connection therewith has entered into that certain Security Agreement dated as of July 30, 2020 in favor of Agent for the benefit of itself and the other Secured Parties (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, Grantor is party to the 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 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 Agent, for the benefit of itself and the other Secured Parties, and grants to Agent, for the benefit of itself 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

(b) for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(c) all renewals and extensions of the foregoing;

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

(e) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of Agent on behalf of itself 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 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.

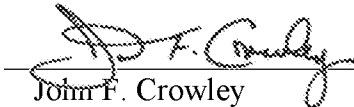
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

AMICUS THERAPEUTICS, INC.,  
as Grantor

By:   
Name: John F. Crowley  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

HAYFIN SERVICES LLP,  
as Agent

By  \_\_\_\_\_

Name: Vikas Mehta

Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
A AMICUS THERAPEUTICS & Design	United States of America	78/809,293	2/7/2006	3,469,528	7/15/2008
AMICUS ASSIST & Design	United States of America	86/940,756	3/15/2016	5,955,803	1/7/2020
AMICUS THERAPEUTICS	United States of America	78/778,311	12/21/2005	3,464,177	7/8/2008
AT THE FOREFRONT OF THERAPIES FOR RARE AND ORPHAN DISEASES	United States of America	85/631,532	5/22/2012	4,295,007	2/26/2013
CHART	United States of America	87/499,653	6/21/2017		
CHART & Design	United States of America	87/499,681	6/21/2017		
CRADLE OF CURES	United States of America	88/712,421	12/2/2019		
Cradle of Cures Logo (Bell with Helix)	United States of America	88/839,998	3/19/2020		
GALAFOLD	United States of America	86/465,401	11/26/2014	5,541,266	8/14/2018
GALAFOLD & Design (Color Claim)	United States of America	86/839,473	12/4/2015	5,680,933	2/19/2019
GALAFOLD & Design (No Color Claim - Black & White)	United States of America	86/839,457	12/4/2015	5,680,931	2/19/2019
Galafold Design Logo (Color Claim)	United States of America	86/839,478	12/4/2015	5,680,934	2/19/2019
Galafold Design Logo (No Color Claim - Black & White)	United States of America	86/839,465	12/4/2015	5,680,932	2/19/2019

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
HEALING BEYOND DISEASE	United States of America	87/674,613	11/7/2017	5,676,247	2/12/2019
MYDAY	United States of America	88/524,806	7/19/2019	5,976,690	2/4/2020
OUR GOOD STUFF	United States of America	87/674,638	11/7/2017	5,822,478	7/30/2019
POMBILITI	United States of America	88/930,194	5/22/2020		
EUHENZY	United States of America	88/930,214	5/22/2020		
OPFOLDA	United States of America	88/930,211	5/22/2020		
ZYMFOLDA	United States of America	88/930,209	5/22/2020		
RENJOZY	United States of America	88/930,205	5/22/2020		
UPOMVI	United States of America	88/930,198	5/22/2020		