

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACORDA THERAPEUTICS, INC.		01/27/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 N Market St		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6486446		
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>			
Email:	akwon@cov.com		
Correspondent Name:	COVINGTON & BURLING LLP		
Address Line 1:	ONE CITY CENTER, 850 TENTH ST NW		
Address Line 2:	ATTN: PATENT DOCKET		
Address Line 4:	WASHINGTON, D.C. 20001		
NAME OF SUBMITTER:	Ashley M. Kwon		
SIGNATURE:	/Ashley M. Kwon/		
DATE SIGNED:	02/01/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) dated January 27, 2022, is made by ACORDA THERAPEUTICS, INC., a Delaware corporation (the “Grantor”) in favor of Wilmington Trust, National Association, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

WHEREAS, Acorda Therapeutics, Inc. (the “Issuer”), the guarantors from time to time party thereto, and Wilmington Trust, National Association as Trustee and Collateral Agent (in such capacity, the “Collateral Agent”) have entered into that certain Indenture, dated December 23, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) pursuant to which the Issuer issued an aggregate principal amount of \$207,001,000 of its senior secured convertible notes due 2024 (the “Notes”).

WHEREAS, in connection with the Indenture, the Grantor has entered into that certain Security Agreement dated December 23, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) as a condition precedent to the issuance of the Notes under the Indenture.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following, in each case to the extent not Excluded Property (the “Collateral”): the United States registered trademarks and trademarks for which United States applications are pending set forth in Schedule A hereto.

SECTION 2. Recordation. This Intellectual Property Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Intellectual Property Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Intellectual Property Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

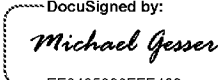
SECTION 7. Concerning the Collateral Agent. Wilmington Trust, National Association is acting under this Intellectual Property Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture, as if such rights, privileges and immunities were set forth herein.

SECTION 8. Electronic Signatures. Delivery of an executed counterpart of this Intellectual Property Security Agreement by electronic signatures and the keeping of records in electronic form, shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ACORDA THERAPEUTICS, INC.,
as Grantor

By: 
Name: Michael Gesser
Title: Chief Financial Officer


**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, solely in its capacity as
Collateral Agent

By:



Name: Arlene Thelwell
Title: Vice President

SCHEDULE A

OWNER	TRADEMARK	COUNTRY	APP / SERIAL NO.	FILE DATE	REG. NO.	REG. DATE
Acorda Therapeutics, Inc.	INBRIJA Design 	U.S.	87/465,440	May 26, 2017	6,486,446	September 14, 2021