

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM709308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amryt Pharmaceuticals, Inc.		02/18/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3300046	AEGERION	
<b>Registration Number:</b>	3977343	AEGERION PHARMACEUTICALS	
<b>Registration Number:</b>	5237690	BYMYSIDE	
<b>Registration Number:</b>	5237691	BYMYSIDE	
<b>Registration Number:</b>	4508190	JUXTAPID	
<b>Registration Number:</b>	4512713	JUXTAPID	
<b>Registration Number:</b>	5276666	LOWER	
<b>Registration Number:</b>	4589120	MYALEPT	
<b>Registration Number:</b>	4607022	MYALEPT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	13129932622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		

CH \$240.00 3300046

<b>ATTORNEY DOCKET NUMBER:</b>	030205-0527
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	02/18/2022

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of February 18, 2022 (this “Agreement”), among AMRYT PHARMACEUTICALS, INC. (the “Pledgor”) and ARES CAPITAL CORPORATION, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of February 18, 2022 (the “Collateral Agreement”), among the Pledgor, AMRYT PHARMA PLC, a company incorporated in England and Wales with company number 12107859 (the “Parent”), AMRYT PHARMA HOLDINGS LIMITED, a company incorporated in England and Wales with company number 05316808 (the “Intermediate Parent”), each Subsidiary Loan Party party thereto and the Administrative Agent, pursuant to which the Pledgor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Pledgor agreed to execute and deliver this Agreement in order to record the security interest granted to the Administrative Agent with the United States Patent and Trademark Office. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Pledgor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Pledgor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, together with (a) all renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, and (c) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Pledgor from its obligations under the Collateral Agreement pursuant to Section 7.15 of the Collateral Agreement, the security interest granted herein shall automatically terminate and

the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile transmission or other electronic transmission (including a .pdf or .tif copy) of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement; provided that original signatures shall be promptly delivered thereafter, it being understood that the failure to request or deliver the same shall not limit the effectiveness of this Agreement or any signature delivered by facsimile or electronic transmission.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 7. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

SECTION 8. Administrative Agent. Ares Capital Corporation is entering into this Agreement solely in its capacity as Administrative Agent. The rights, privileges and immunities of the Administrative Agent set forth in the Credit Agreement and the Guarantee and Collateral Agreement shall be incorporated into this Agreement as though fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

AMRYT PHARMACEUTICALS, INC., as Pledgor

*Ailish Hogan*

By: \_\_\_\_\_

Name: Ailish Hogan

Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007638 FRAME: 0765**

ARES CAPITAL CORPORATION, as  
Administrative Agent

By:







\_\_\_\_\_  
Name: Scott Lem

Title: Authorized Signatory

Schedule I to the  
Trademark Security Agreement

TRADEMARK COLLATERAL

Mark	Application No. Filing Date	Registration No. Registration Date	Owner
AEGERION	78906083 12-JUN-2006	3300046 25-SEP-2007	Amryt Pharmaceuticals, Inc.
AEGERION PHARMACEUTICALS 	85162494 27-OCT-2010	3977343 14-JUN-2011	Amryt Pharmaceuticals, Inc.
BYMYSIDE 	86786368 13-OCT-2015	5237690 04-JUL-2017	Amryt Pharmaceuticals, Inc.
BYMYSIDE	86786387 13-OCT-2015	5237691 04-JUL-2017	Amryt Pharmaceuticals, Inc.
JUXTAPID	85980934 14-DEC-2012	4508190 01-APR-2014	Amryt Pharmaceuticals, Inc.
JUXTAPID 	85981114 22-FEB-2013	4512713 08-APR-2014	Amryt Pharmaceuticals, Inc.
LOWER	86235722 28-MAR-2014	5276666 29-AUG-2017	Amryt Pharmaceuticals, Inc.
MYALEPT	85484675 01-DEC-2011	4589120 19-AUG-2014	Amryt Pharmaceuticals, Inc.
MYALEPT 	86043958 21-AUG-2013	4607022 16-SEP-2014	Amryt Pharmaceuticals, Inc.