

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amryt Endo, Inc.		02/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6485257	A	
Registration Number:	6485274	A ACROMEGALYALLY	
Registration Number:	5456248	ACROMEGALY CARE	
Registration Number:	6485277	ACROMEGALYALLY	
Registration Number:	6485278	ACROMEGALYALLY	
Registration Number:	5483496	CAPS	
Registration Number:	4444528	CHIASMA	
Registration Number:	6195438		
Registration Number:	5466956		
Registration Number:	4998596	MYCAPSSA	
Registration Number:	4554088	TPE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		

CH \$290.00 6485257

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 030205-0527

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 02/18/2022

Total Attachments: 5

source=Amryt - Trademark SA (Amryt Endo) [Executed]#page1.tif
source=Amryt - Trademark SA (Amryt Endo) [Executed]#page2.tif
source=Amryt - Trademark SA (Amryt Endo) [Executed]#page3.tif
source=Amryt - Trademark SA (Amryt Endo) [Executed]#page4.tif
source=Amryt - Trademark SA (Amryt Endo) [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of February 18, 2022 (this “Agreement”), among AMRYT ENDO, 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 AMRYT PHARMACEUTICALS, INC., a Delaware corporation (the “Borrower”), 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.

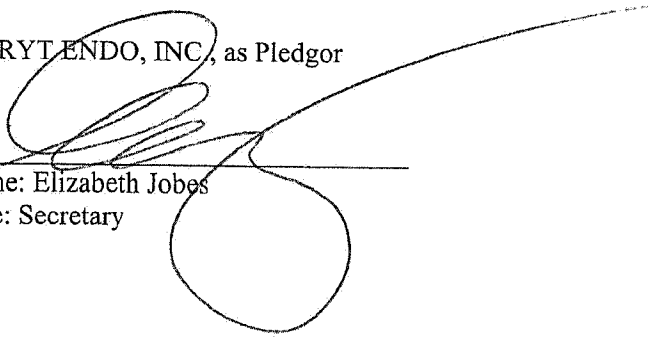
SECTION 7. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

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 ENDO, INC., as Pledgor

By: 
Name: Elizabeth Jobes
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007638 FRAME: 0807

ARES CAPITAL CORPORATION, as
Administrative Agent


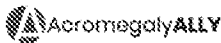
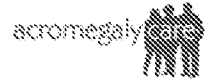



By:



Name: Scott Lem

Title: Authorized Signatory

TRADEMARK COLLATERAL

Mark	Application No. Filing Date	Registration No. Registration Date	Owner
A 	90363029 07-DEC-2020	6485257 14-SEP-2021	Amryt Endo, Inc.
A ACROMEGALYALLY 	90363207 07-DEC-2020	6485274 14-SEP-2021	Amryt Endo, Inc.
ACROMEGALY CARE 	87157218 31-AUG-2016	5456248 01-MAY-2018	Amryt Endo, Inc.
ACROMEGALYALLY AcromegalyALLY	90363225 07-DEC-2020	6485277 14-SEP-2021	Amryt Endo, Inc.
ACROMEGALYALLY	90363235 07-DEC-2020	6485278 14-SEP-2021	Amryt Endo, Inc.
CAPS 	87161928 06-SEP-2016	5483496 05-JUN-2018	Amryt Endo, Inc.
CHIASMA	85566416 12-MAR-2012	4444528 03-DEC-2013	Amryt Endo, Inc.
Design Only 	87161945 06-SEP-2016	6195438 10-NOV-2020	Amryt Endo, Inc.
Design Only 	87161960 06-SEP-2016	5466956 15-MAY-2018	Amryt Endo, Inc.
MYCAPSSA	86041709 19-AUG-2013	4998596 12-JUL-2016	Amryt Endo, Inc.
TPE	85566418 12-MAR-2012	4554088 24-JUN-2014	Amryt Endo, Inc.