

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marinus Pharmaceuticals, Inc.		10/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sagard Healthcare Royalty Partners, LP		
Street Address:	161 Bay Street		
Internal Address:	Suite 5000		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	exempted limited partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90232607	GAABRYDA	
Serial Number:	90582481	MARINUS	
Registration Number:	6412898	ZTALMY	
Serial Number:	97321628	ZTALMY ONE	
Serial Number:	97139236	MARINUS	
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>		
Phone:	1.617.348.1621		
Email:	vsnicolau@mintz.com, JZNeumark@mintz.com, CCPemberton@mintz.com		
Correspondent Name:	Christine Pemberton		
Address Line 1:	1 Financial Center		
Address Line 2:	Mintz Levin Cohn Ferris Glovsky Popeo		
Address Line 4:	Boston, MASSACHUSETTS 02111		
DOMESTIC REPRESENTATIVE			
Name:	Christine Pemberton		
Address Line 1:	1 Financial Center		

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Address Line 2:	Mintz Levin Cohn Ferris Glovsky Popeo
Address Line 4:	Boston, MASSACHUSETTS 02111
NAME OF SUBMITTER:	Christine Pemberton/
SIGNATURE:	/Christine Pemberton/
DATE SIGNED:	10/28/2022
Total Attachments: 5 source=Sagard_Marinus - Trademark Security Agreement [Executed]#page1.tif source=Sagard_Marinus - Trademark Security Agreement [Executed]#page2.tif source=Sagard_Marinus - Trademark Security Agreement [Executed]#page3.tif source=Sagard_Marinus - Trademark Security Agreement [Executed]#page4.tif source=Sagard_Marinus - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2022 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Sagard Healthcare Royalty Partners, LP, as the Investor under the Revenue Interest Financing Agreement (in such capacity, together with its successors and assigns, the “*Investor*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as October 28, 2022 (the “*Security Agreement*”) in favor of the Investor, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Investor a security interest in, and the Investor has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Investor to enter into the Revenue Interest Financing Agreement and to induce the Investor to pay the Investment Amount to the Company thereunder, each Trademark Grantor hereby grants to the Investor a security interest in all of the following property now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest, in each case (x) that relate to, or are used or held for use for, the Development, Manufacture, use and/or Commercialization of the Included Products in the United States, or (y) that consist of or include cash, cash equivalents, instruments, or investment property that constitute gross receivables of the Included Products in the United States or the identifiable proceeds of gross receivables of the Included Products from sales in the United States (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “*intent-to-use*” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “*Amendment to Allege Use*” or a “*Statement of Use*” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “*intent-to-use*” trademark or service mark application under federal law;
- (b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;
- (c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Investor pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Investor with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

MARINUS PHARMACEUTICALS, INC.

DocuSigned by:
By: 
Name: Steven Pfanstiel
Title: Chief Financial Officer

Address:
Marinus Pharmaceuticals, Inc.
5 Radnor Corporate Center
100 Matsonford Rd, Suite 500
Radnor, PA 19087
Attn: Steven Pfanstiel, Chief Financial Officer
Tel.: (484) 801-4670
Fax: 484-801-4669
Email: spfanstiel@marinuspharma.com

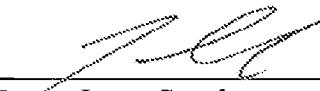
With a copy to:
Marinus Pharmaceuticals, Inc.
5 Radnor Corporate Center
100 Matsonford Rd, Suite 500
Radnor, PA 19087
Attn: Martha E. Manning, Esq., General Counsel
Email: mmanning@marinuspharma.com

[Signature Page to Trademark Security Agreement]

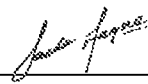
INVESTOR:

**SAGARD HEALTHCARE ROYALTY
PARTNERS, LP**

By: Sagard Healthcare Royalty Partners
GP LLC
Its: General Partner

By: 

Name: Jason Sneah
Title: Manager

By: 

Name: Sacha Haque
Title: General Counsel and Secretary

TRADEMARKSTrademark Registrations and Applications

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction	Status
GAABRYDA		90/232,607	Marinus Pharmaceuticals, Inc.	UNITED STATES	Allowed
MARINUS		90/582,481	Marinus Pharmaceuticals, Inc.	UNITED STATES	Pending
ZTALMY	6,412,898	90/046,102	Marinus Pharmaceuticals, Inc.	UNITED STATES	Granted
ZTALMY ONE		97/321,628	Marinus Pharmaceuticals, Inc.	UNITED STATES	Pending
MARINUS & Circle Design (Purple, Blue, and Green)		97/139,236	Marinus Pharmaceuticals, Inc.	UNITED STATES	Pending