

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		04/13/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	AMRYT PHARMACEUTICALS, INC.		
Street Address:	45 MESPIL ROAD		
City:	DUBLIN		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	Corporation: DELAWARE		
Name:	AMRYT ENDO, INC.		
Street Address:	160 FEDERAL STREET, 21ST FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
Name:	AMRYT RESEARCH LIMITED		
Street Address:	90 HARCOURT STREET		
City:	DUBLIN		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3300046	AEGERION	
Registration Number:	3977343	AEGERION PHARMACEUTICALS	
Registration Number:	5237690	BYMYSIDE	
Registration Number:	5237691	BYMYSIDE	
Registration Number:	4508190	JUXTAPID	
Registration Number:	4512713	JUXTAPID	

CH \$540.00 3300046

Property Type	Number	Word Mark
Registration Number:	5276666	LOWER
Registration Number:	4589120	MYALEPT
Registration Number:	4607022	MYALEPT
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
Registration Number:	5988467	FILSUVEZ

CORRESPONDENCE DATA

Fax Number: 4156932222
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: 4156932000
Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 3 Embarcadero Center, 20th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	345472-102
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	04/14/2023

Total Attachments: 7
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of April 13, 2023, by Ares Capital Corporation, as Administrative Agent (in such capacity, the “Grantee”), in favor of Amryt Pharmaceuticals Inc., a Delaware corporation, Amryt Endo, Inc., a Delaware corporation, and Amryt Research Limited., a company formed under the laws of Ireland (collectively, the “Grantors”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of February 18, 2022 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Grantors and the other parties party thereto in favor of the Grantee, and those certain agreements described on Annex I attached hereto (the “IP Security Agreements”), the Grantors granted a security interest in certain collateral in favor of the Grantee, including the Trademark Collateral (as defined below); and

WHEREAS, the IP Security Agreements were recorded with the Trademark Division of the United States Patent and Trademark Office on the dates and at the reels/frames set forth on Annex I attached hereto; and

WHEREAS, the Grantee now desires to terminate and release the IP Security Agreements and the entirety of its security interests granted therein, including in the Trademark Collateral described on Annex II attached hereto; and

WHEREAS, Grantors have satisfied and fulfilled all of their obligations to release the Grantee’s security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby terminates, releases and discharges its continuing security interest in and liens on Grantors’ entire right, title and interest in and to and under the United States Trademark registrations and Trademark applications listed on Annex II attached hereto, 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 (all such items or types of property being herein collectively referred to as the “Trademark Collateral”), together with the goodwill connected with the use thereof and symbolized by the Trademarks:

2. Grantee hereby authorizes the Grantors, or the Grantors’ authorized representative(s), as the case may be (i) to record this Trademark Release with the United States Patent and Trademark Office and any other applicable governmental office or agency; (ii) to file or cause to be filed with the Intellectual Property Office of Ireland and/or the European Union Intellectual Property Office (as applicable) the necessary intellectual property security releases; and (iii) to file the necessary Form C6 with the Companies Registration Office in Ireland. The Grantee further authorizes and requests that any necessary United States government officer record this Trademark Release, it being understood that such recordation shall be at the Grantor’s sole expense.

3. Grantee shall take all further actions and provide to Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments) reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Trademark Release, at Grantors' sole expense, and without representation or warranty by Grantee.

4. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Release, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

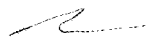
5. This Trademark Release may be executed in any number of counterparts (by hand, electronically or otherwise) and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

6. Ares Capital Corporation is entering into this Trademark Release 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 Trademark Release as though fully set forth herein.

[Signature Page Follows]


IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

ARES CAPITAL CORPORATION, as Administrative Agent

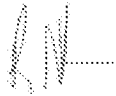
By: 
Name: Scott Lem
Title: Authorized Signatory

ACCEPTED AND AGREED:

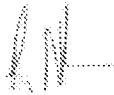
AMRYT PHARMACEUTICALS, INC.

By: 
Name: _____
Title: Rory Nealon
Authorized Signatory

AMRYT ENDO, INC.

By: 
Name: _____
Title: Rory Nealon
Authorized Signatory

AMRYT RESEARCH LIMITED

By: 
Name: _____
Title: ~~Authorized Signatory~~
Attorney

ANNEX I

Trademark Security Agreement, dated as of February 18, 2022, by Amryt Pharmaceuticals Inc., and recorded with the United States Patent and Trademark Office on February 18, 2022 at Reel/Frame 7638/0761.




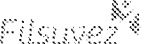
Trademark Security Agreement, dated as of February 18, 2022, by Amryt Endo, Inc., and recorded with the United States Patent and Trademark Office on February 18, 2022 at Reel/Frame 7638/0803.

Trademark Security Agreement, dated as of February 18, 2022, by Amryt Research Limited, and recorded with the United States Patent and Trademark Office on February 18, 2022 at Reel/Frame 7638/0810.

ANNEX II

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.
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.

Mark	Application No. Filing Date	Registration No. Registration Date	Owner
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.
FILSUVEZ	88470837 12-JUN-2019	5988467 18-FEB-2020	Amryt Research Ltd
FILSUVEZ 	79322377 24-AUG-2021	6938136 3-JAN-2023	Amryt Research Ltd
FILSUVEZ	79329353 17-NOV-2021	6938258 3-JAN-2023	Amryt Research Ltd
FILSUVEZ	79328937 17-NOV-2021	6938250 3-JAN-2023	Amryt Research Ltd