

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ironwood Pharmaceuticals, Inc.		05/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	Mail Code NC 0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4016216	IRONWOOD	
Registration Number:	4026393	IRONWOOD	
Registration Number:	4328588	LINZESS	
Registration Number:	4614364	LINZESS	
Registration Number:	4498456		
Registration Number:	4621444		
Registration Number:	4621445		
Registration Number:	5007497	IRONWOOD	
Registration Number:	5007499	IRONWOOD	
Registration Number:	5007500	IRONWOOD	
Registration Number:	5007498		
Registration Number:	5007501		
Registration Number:	7031762		
CORRESPONDENCE DATA			
Fax Number:	7043485200		
<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>			

OP \$340.00 4016216

Phone: 7043485100
Email: Moira.Sheehan@cwt.com
Correspondent Name: Moira Sheehan
Address Line 1: 650 South Tryon Street
Address Line 2: Suite 1400
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	17478.015
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	05/22/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 21, 2023, is made by Ironwood Pharmaceuticals, Inc., a Delaware corporation (the “**Grantor**”), in favor of Wells Fargo Bank, N.A., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of May 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark 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. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

Ironwood Pharmaceuticals, Inc.

By: 
Name: Thomas McCourt
Title: Chief Executive Officer

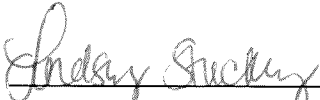
Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed:


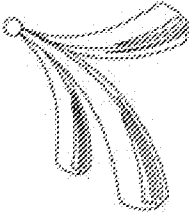
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Collateral Agent

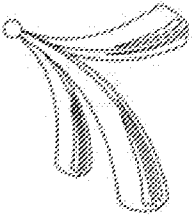
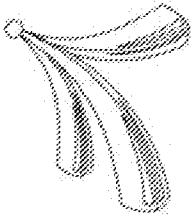

By: 
Name: Lindsey Stuckey
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

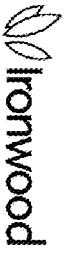
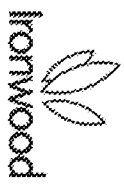
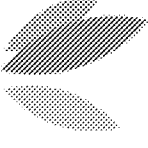

**TRADEMARK
REEL: 008079 FRAME: 0565**

SCHEDULE A

Mark	Serial No.	Application Date	Registration No.	Registration Date	Owner
IRONWOOD	77327915	11/13/07	4016216	08/23/11	Ironwood Pharmaceuticals, Inc.
IRONWOOD	77327913	11/13/07	4026393	09/13/11	Ironwood Pharmaceuticals, Inc.
LINZESS	77872111	11/13/09	4328588	04/30/13	Ironwood Pharmaceuticals, Inc.
LINZESS and design in color 	85773175	11/06/12	4614364	09/30/14	Ironwood Pharmaceuticals, Inc.
MISCELLANEOUS DESIGN (LINZESS logo: three bands with a circle) 	85332441	5/27/11	4498456	03/18/14	Ironwood Pharmaceuticals, Inc.

Mark	Serial No.	Application Date	Registration No.	Registration Date	Owner
MISCELLANEOUS DESIGN (LINZESS logo: three bands with a circle)	85332444	5/27/11	4621444	10/14/14	Ironwood Pharmaceuticals, Inc.
					
MISCELLANEOUS DESIGN (LINZESS logo: three bands with a circle)	85332449	5/27/11	4621445	10/14/14	Ironwood Pharmaceuticals, Inc.
					
IRONWOOD and design 	86843690	12/9/15	5007497	07/26/16	Ironwood Pharmaceuticals, Inc.

Schedule A-2
to Trademark Security Agreement

Mark	Serial No.	Application Date	Registration No.	Registration Date	Owner
IRONWOOD and design 	86843707	12/9/15	5007499	07/26/16	Ironwood Pharmaceuticals, Inc.
IRONWOOD and design 	86843712	12/9/15	5007500	07/26/16	Ironwood Pharmaceuticals, Inc.
MISCELLANEOUS DESIGN 	86843700	12/9/15	5007498	07/26/16	Ironwood Pharmaceuticals, Inc.
MISCELLANEOUS DESIGN 	86843715	12/9/15	5007501	07/26/16	Ironwood Pharmaceuticals, Inc.
SENSORY MARK (sound mark)	90597003	3/21/21	7031762	04/18/23	Ironwood Pharmaceuticals, Inc.

Schedule A-3
to Trademark Security Agreement