

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company, National Association		01/02/2024	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	INTERCEPT PHARMACEUTICALS, INC.
Street Address:	305 MADISON AVENUE
City:	MORRISTOWN
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	4793444	WE SEE YOU
Registration Number:	4864524	PBC TOGETHER
Registration Number:	4864525	PBC TOGETHER
Registration Number:	4951215	RETHINKPBC
Registration Number:	4951216	LIVING WITH PBC
Registration Number:	4972478	PRACTICE TO POLICY
Registration Number:	4972479	SUPPORTING INNOVATION TO ENHANCE FUTURE
Registration Number:	4972480	PRACTICE TO POLICY
Registration Number:	5014396	OCALIVA
Registration Number:	5014694	INTERCONNECT SUPPORT SERVICES
Registration Number:	5019329	INTERCONNECT
Registration Number:	5033038	OCALIVA
Registration Number:	5040206	PBC LIVING
Registration Number:	5048562	[PBC] LIVING
Registration Number:	5055185	INTERCEPT
Registration Number:	5055221	INTERCEPT PHARMACEUTICALS
Registration Number:	5096597	
Registration Number:	5443921	A COMPANY INSPIRED BY REGENERATION
Registration Number:	5570855	INTERCEPT PHARMACEUTICALS

OP \$1365.00 4793444

Property Type	Number	Word Mark
Registration Number:	5650059	MY PBCCOACH
Registration Number:	5650060	MYPBC COACH
Registration Number:	5742562	ACTIVATE THE POWER WITHIN
Serial Number:	88166116	HEPJUVO
Serial Number:	88166120	LYVALITY
Serial Number:	88256994	HEPAJUVE
Serial Number:	88383033	NASH TIPPING POINT
Serial Number:	88383043	TIPPING POINT
Serial Number:	88398934	SEKTAYOS
Serial Number:	88398936	WEGZAYO
Serial Number:	88398941	
Serial Number:	88398945	
Serial Number:	88431503	HEPJUVO
Serial Number:	88431510	HEPJUVO
Serial Number:	88431519	SEKTAYOS
Serial Number:	88431526	SEKTAYOS
Serial Number:	88431647	WEGZAYO
Serial Number:	88431656	WEGZAYO
Serial Number:	88507593	ZEKTAYOS
Serial Number:	88524041	ZEKTAYOS
Serial Number:	88524058	ZEKTAYOS
Serial Number:	88878536	LYVFIRLA
Serial Number:	90318098	RETHINK PBC
Serial Number:	97094942	SEKTAYOS
Serial Number:	97094964	
Serial Number:	97397147	HEPJUVO
Serial Number:	97499207	HEPJUVO
Serial Number:	97499202	SEKTAYOS
Serial Number:	97620049	FYBTELIS
Serial Number:	97620021	LIVRYSSA
Serial Number:	97620031	LYVTROVI
Serial Number:	97620037	ZEKTAYOS
Serial Number:	97620029	ZOCAYZA
Serial Number:	97681336	SEKTAYOS
Serial Number:	97681333	

CORRESPONDENCE DATA

Fax Number: 2122919868

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: (212) 558-4229
Email: demarcor@sullcrom.com, maken@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	01/04/2024

Total Attachments: 6
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 2, 2024 (this "Release"), is made by U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association (the "Original Agent")), as Collateral Agent (in such capacity, the "Collateral Agent") in favor of Intercept Pharmaceuticals, Inc., a Delaware corporation (the "Obligor").

RECITALS

WHEREAS, pursuant to that certain Security Agreement, dated as of August 17, 2021 (as amended, restated, amended and restated, supplemented, extended, replaced or otherwise modified in writing from time to time, the "Security Agreement"), by and between the Obligor and the Collateral Agent (as successor to the Original Agent), the Obligor pledged and granted to the Collateral Agent (as successor to the Original Agent), for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of the Obligor in and to the Trademark Collateral; and

WHEREAS, in connection with the execution and delivery of the Security Agreement, Obligor, Collateral Agent (as successor to the Original Agent), and certain other parties party thereto entered into that certain Base Indenture, dated as of August 17, 2021, as supplemented by that certain First Supplemental Indenture, dated as of August 17, 2021 (the Base Indenture, as supplemented by the First Supplemental Indenture and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"); and

WHEREAS, pursuant to the Security Agreement, the Obligor executed and delivered that certain Trademark Security Agreement, dated as of August 17, 2021, by and between Obligor and the Collateral Agent (as successor to the Original Agent); that certain Trademark Security Agreement, dated as of April 20, 2022, by and between Obligor and the Collateral Agent; and that certain Trademark Security Agreement, dated as of May 1, 2023, by and between Obligor and the Collateral Agent (collectively, the "Trademark Security Agreements"), to the Collateral Agent, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture; and

WHEREAS, pursuant to the Security Agreement, the Obligor executed and delivered to the Collateral Agent (as successor to the Original Agent), for the ratable benefit of the Secured Parties, that certain Notice of Recordation of Assignment, recorded at the United States Patent and Trademark Office (the "USPTO") on August 17, 2021 at Reel 7395, Frame 0391, and to the Collateral Agent that certain Notice of Recordation of Assignment, recorded at the USPTO on April 27, 2022 at Reel 7704, Frame 0405 and that certain Notice of Recordation of Assignment, recorded at the USPTO on May 4, 2023 at Reel 8061, Frame 0652 (collectively, the "Notices"); and

WHEREAS, pursuant to that certain ITCP Succession Notice, dated as of February 8, 2022, the Original Agent repositioned the legal entity used for its U.S.-based Global Corporate Trust business by transferring substantially all of its corporate trust business to its wholly owned subsidiary, the Collateral Agent, who is the successor trustee of the Security Agreement, Indenture and Trademark Security Agreements, effective as of January 29, 2022.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, hereby agrees as follows:

AGREEMENT

[Termination and Release of Security Interest in Trademarks (Intercept Pharmaceuticals, Inc.)]

**TRADEMARK
REEL: 008308 FRAME: 0512**

Section 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings provided for such terms in the Security Agreement, the Indenture, the Trademark Security Agreements and/or the Notices, as the case may be.

Section 2. Termination and Release. The Collateral Agent, on behalf of the Secured Parties, without any representation, warranty or recourse, hereby:

(a) irrevocably releases, terminates, cancels and discharges the entirety of its continuing security interest in, and the right to set off against, any and all right, title and interest that the Collateral Agent and any of the Secured Parties may have in and to all Trademark Collateral (including, without limitation, the Trademark Collateral listed on Schedule A attached hereto) granted pursuant to the Security Agreement, the Indenture, the Trademark Security Agreements and/or the Notices, as the case may be; and

(b) authorizes and requests the recordation of this Release with the USPTO and authorizes any other filings necessary to evidence the release, termination, cancellation and discharge of the Collateral Agent's security interests, liens and other rights granted under the Security Agreement, the Indenture, the Trademark Security Agreements and/or the Notices, as the case may be, with respect to the Trademark Collateral at the Obligor's sole expense.

Section 3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

Section 4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Obligor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Obligor, at the Obligor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

Section 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 6. Counterparts. This Release may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Release and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Release as to the parties hereto and may be used in lieu of the original Release for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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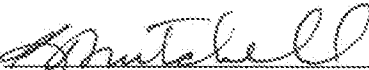
[Termination and Release of Security Interest in Trademarks (Intercept Pharmaceuticals, Inc.)]

TRADEMARK
REEL: 008308 FRAME: 0513

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Release to be duly executed by its duly authorized officer as of the day and year first written above.

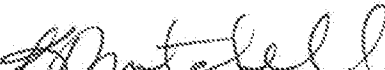
COLLATERAL AGENT:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: Kathy L. Mitchell
Vice President

SUCCESSOR TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Successor Trustee to Original Agent

By: 
Name: _____
Title: Kathy L. Mitchell
Vice President

[Signature Page Ends]

Intercept Pharmaceuticals, Inc.
(a Delaware corporation)

**U.S. Trademarks Subject to Security Interest
Granted by Intercept Pharmaceuticals, Inc. in Favor of
U.S. Bank National Association, as Collateral Agent**

Registered Trademarks:

Owner	Title	Reg. No.	Reg. Date	Appl. No.	Appl. Date
Intercept Pharmaceuticals, Inc.	WE SEE YOU	4,793,444	8/18/2015	86/420,165	10/10/2014
Intercept Pharmaceuticals, Inc.	PBC TOGETHER	4,864,524	12/1/2015	86/516,706	1/28/2015
Intercept Pharmaceuticals, Inc.	PBC TOGETHER & Design	4,864,525	12/1/2015	86/516,715	1/28/2015
Intercept Pharmaceuticals, Inc.	RETHINKPBC	4,951,215	5/3/2016	86/765,082	9/22/2015
Intercept Pharmaceuticals, Inc.	LIVING WITH PBC	4,951,216	5/3/2016	86/765,085	9/22/2015
Intercept Pharmaceuticals, Inc.	PRACTICE TO POLICY	4,972,478	6/7/2016	86/774,660	1/1/2015
Intercept Pharmaceuticals, Inc.	SUPPORTING INNOVATION TO ENHANCE FUTURE CARE IN PBC	4,972,479	6/7/2016	86/774,708	1/1/2015
Intercept Pharmaceuticals, Inc.	PRACTICE TO POLICY Logo	4,972,480	6/7/2016	86/774,727	1/1/2015
Intercept Pharmaceuticals, Inc.	OCALIVA	5,014,396	8/2/2016	86/710,865	6/31/2015
Intercept Pharmaceuticals, Inc.	INTERCONNECT Logo	5,014,694	8/2/2016	86/813,425	11/9/2015
Intercept Pharmaceuticals, Inc.	INTERCONNECT	5,019,329	8/9/2016	86/813,372	11/9/2015
Intercept Pharmaceuticals, Inc.	OCALIVA & Design	5,033,038	8/30/2016	86/710,924	7/31/2015

[Termination and Release of Security Interest in Trademarks (Intercept Pharmaceuticals, Inc.)]

Intercept Pharmaceuticals, Inc.	PBC LIVING	5,040,206	9/13/2016	86/889,874	1/28/2016
Intercept Pharmaceuticals, Inc.	PBC LIVING Logo	5,048,562	9/27/2016	86/889,891	1/28/2016
Intercept Pharmaceuticals, Inc.	INTERCEPT & Design	5,055,185	10/4/2016	86/424,518	10/15/2014
Intercept Pharmaceuticals, Inc.	INTERCEPT PHARMACEUTICALS	5,055,221	10/4/2016	86/458,500	11/19/2014
Intercept Pharmaceuticals, Inc.	SUN Logo	5,096,597	12/6/2016	86/715,524	8/5/2015
Intercept Pharmaceuticals, Inc.	A COMPANY INSPIRED BY REGENERATION	5,443,921	4/10/2018	87/000,712	4/14/2016
Intercept Pharmaceuticals, Inc.	INTERCEPT PHARMACEUTICALS & Design	5,570,855	9/25/2018	86/424,429	10/15/2014
Intercept Pharmaceuticals, Inc.	My PBCCoach (black and white)	5,650,059	1/8/2019	87/427,934	4/27/2017
Intercept Pharmaceuticals, Inc.	MyPBC Coach	5,650,060	1/8/2019	87/427,941	4/27/2017
Intercept Pharmaceuticals, Inc.	ACTIVATE THE POWER WITHIN	5,742,562	5/7/2019	87/715,799	12/11/2017

Trademark Applications:

<u>Owner</u>	<u>Title</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
Intercept Pharmaceuticals, Inc.	HEPJUVO	88/166,116	10/23/2018
Intercept Pharmaceuticals, Inc.	LYVALITY	88/166,120	10/23/2018
Intercept Pharmaceuticals, Inc.	HEPAJUVE	88/256,994	1/10/2019
Intercept Pharmaceuticals, Inc.	NASH TIPPING POINT	88/383,033	4/12/2019
Intercept Pharmaceuticals, Inc.	TIPPING POINT	88/383,043	4/12/2019
Intercept Pharmaceuticals, Inc.	SEKTAYOS	88/398,934	4/23/2019
Intercept Pharmaceuticals, Inc.	WEGZAYO	88/398,936	4/23/2019
Intercept Pharmaceuticals, Inc.	Sunrise Design (color)	88/398,941	4/23/2019
Intercept Pharmaceuticals, Inc.	Sunrise Design (B&W)	88/398,945	4/23/2019
Intercept Pharmaceuticals, Inc.	HEPJUVO & Sunrise Design (B&W)	88/431,503	5/15/2019

[Termination and Release of Security Interest in Trademarks (Intercept Pharmaceuticals, Inc.)]

Intercept Pharmaceuticals, Inc.	HEPJUVO & Sunrise Design (color)	88/431,510	5/15/2019
Intercept Pharmaceuticals, Inc.	SEKTAYOS & Sunrise Design (B&W)	88/431,519	5/15/2019
Intercept Pharmaceuticals, Inc.	SEKTAYOS & Sunrise Design (color)	88/431,526	5/15/2019
Intercept Pharmaceuticals, Inc.	WEGZAYO & Sunrise Design (B&W)	88/431,647	5/15/2019
Intercept Pharmaceuticals, Inc.	WEGZAYO & Sunrise Design (color)	88/431,656	5/15/2019
Intercept Pharmaceuticals, Inc.	ZEKTAYOS	88/507,593	6/10/2019
Intercept Pharmaceuticals, Inc.	ZEKTAYOS & Sunrise Design (color)	88/524,041	6/19/2019
Intercept Pharmaceuticals, Inc.	ZEKTAYOS & Sunrise Design (B&W)	88/524,058	6/19/2019
Intercept Pharmaceuticals, Inc.	LYVFIRLA	88/878,536	4/20/2020
Intercept Pharmaceuticals, Inc.	RETHINK PBC Logo	90/318,098	11/13/2020
Intercept Pharmaceuticals, Inc.	SEKTAYOS	97/094,942	10/27/2021
Intercept Pharmaceuticals, Inc.	Sunrise Design (B&W)	97/094,964	10/27/2021
Intercept Pharmaceuticals, Inc.	HEPJUVO	97/397,147	05/05/2022
Intercept Pharmaceuticals, Inc.	HEPJUVO & Sunrise Design (B&W)	97/499,207	07/12/2022
Intercept Pharmaceuticals, Inc.	SEKTAYOS & Sunrise Design (B&W)	97/499,202	07/12/2022
Intercept Pharmaceuticals, Inc.	FYBTELIS	97/620,049	10/05/2022
Intercept Pharmaceuticals, Inc.	LIVRYSSA	97/620,021	10/05/2022
Intercept Pharmaceuticals, Inc.	LYVTRÖVI	97/620,031	10/05/2022
Intercept Pharmaceuticals, Inc.	ZEKTAYOS	97/620,037	10/05/2022
Intercept Pharmaceuticals, Inc.	ZOCAYZA	97/620,029	10/05/2022
Intercept Pharmaceuticals, Inc.	SEKTAYOS & Sunrise Design (color)	97/681,336	11/17/2022
Intercept Pharmaceuticals, Inc.	Sunrise Design (color)	97/681,333	11/17/2022

[Termination and Release of Security Interest in Trademarks (Intercept Pharmaceuticals, Inc.)]