

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERRIMACK PHARMACEUTICALS, INC.		12/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	Corporation Trust Services		
Internal Address:	One Federal Street, 3rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	76544842	M	
Serial Number:	76544844	M MERRIMACK	
Serial Number:	76544846	M MERRIMACK PHARMACEUTICALS	
Serial Number:	85971097	ONIVYDE	
Serial Number:	86725362	CANCER IS THE ULTIMATE ENGINEERING CHALL	
Serial Number:	86725528		
Serial Number:	86728845	PROVYDE	
Serial Number:	86728856	PROVYDE	
CORRESPONDENCE DATA			
Fax Number:	8585094010		
<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:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	258340-0000080		

CH \$215.00 76544842

NAME OF SUBMITTER:	Michelle L. Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	12/28/2015
Total Attachments: 11 source=Grant of Security Interest in Trademarks - EXECUTED#page1.tif source=Grant of Security Interest in Trademarks - EXECUTED#page2.tif source=Grant of Security Interest in Trademarks - EXECUTED#page3.tif source=Grant of Security Interest in Trademarks - EXECUTED#page4.tif source=Grant of Security Interest in Trademarks - EXECUTED#page5.tif source=Grant of Security Interest in Trademarks - EXECUTED#page6.tif source=Grant of Security Interest in Trademarks - EXECUTED#page7.tif source=Grant of Security Interest in Trademarks - EXECUTED#page8.tif source=Grant of Security Interest in Trademarks - EXECUTED#page9.tif source=Grant of Security Interest in Trademarks - EXECUTED#page10.tif source=Grant of Security Interest in Trademarks - EXECUTED#page11.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) is dated as of December 22, 2015, by and among MERRIMACK PHARMACEUTICALS, INC., a Delaware corporation with an address at One Kendall Square, Suite B7201, Cambridge, Massachusetts 02139, (the “Issuer”), the SUBSIDIARY PARTIES from time to time party hereto, U.S. BANK NATIONAL ASSOCIATION, in its capacity as Trustee (and its successors under the Indenture (as defined below), in such capacity, the “Trustee”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (as defined below) (and its successors under the Indenture, in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS pursuant to the terms, conditions and provisions of (a) an Indenture dated as of the date hereof (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), between the Issuer and the Trustee, (b) each Purchase Agreement dated as of December 22, 2015 (collectively, the “Purchase Agreement”), among the Issuer and each purchaser party thereto (collectively, the “Purchasers”), the Issuer is issuing the Securities, which may be guaranteed on a senior secured basis by each of the Subsidiary Parties;

WHEREAS, pursuant to the terms of the Indenture, Issuer has agreed to execute and deliver a Collateral Agreement dated as of the date hereof (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”) to induce the Trustee to enter into the Indenture and, pursuant to the terms of the Purchase Agreements, to induce the Purchasers to purchase the Securities; and

WHEREAS, pursuant to the terms of the Collateral Agreement, Issuer has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, such Grantor’s right, title and interest in and to all present and future copyrights, patents, trademarks, and related licenses and rights for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, Issuer is required to execute and deliver to the Collateral Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Issuer hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Issuer hereby grants to Collateral Agent a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Issuer's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

A. all of its trademark applications and registrations set forth in Schedule I hereto (the “Trademarks”);

B. all goodwill of the business associated with the Trademarks; and

C. all products and proceeds of the Trademarks, including any claim by such Issuer against third parties for past, present or future (i) infringement or dilution of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

III. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Issuer pursuant to this Agreement secures prompt payment to the Secured Parties of the Obligations. This Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

IV. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. Issuer hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

V. AUTHORIZATION TO SUPPLEMENT. Issuer hereby authorizes Collateral Agent to modify this Agreement by amending Schedule I to include any new trademark rights of Issuer in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

VI. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

VII. BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Issuer shall not assign or delegate any of its rights or duties under this Agreement without the prior written consent of the Collateral Agent, and any

attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

VIII. CAPTIONS. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

IX. TERMINATION AND RELEASE. This Agreement shall terminate in accordance with the Collateral Agreement.

X. ENTIRE AGREEMENT. This Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Issuer and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Issuer and the Collateral Agent relating to the Trademark Collateral.

XI. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

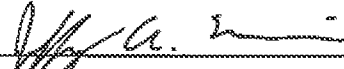
XII. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

XIII. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.**

[signature page follows]

IN WITNESS WHEREOF, Issuer has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MERRIMACK PHARMACEUTICALS, INC.

By: 
Name: Jeffrey A. Munsie
Title: General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Issuer has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MERRIMACK PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Alison D. B. Nadeau
Vice President

Title: _____

[Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005696 FRAME: 0922

Schedule 1
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademarks

FMV	CTV	MARK / STATUS	APPL. NO / APPL. DATE	GOODS	OWNER
200.1000	US	M (Stylized M) Registered	76/544,842 9/12/2003	Scientific, biotechnology, and pharmaceutical product research and development services, namely, drug design, drug research, and development services, featuring, assay development, compound screening, compound, chemical, and drug identification and characterization; computer aided drug design services for others.	Merrimack Pharmaceuticals, Inc.
200.1001	US	M MERRIMACK Registered	76/544,844 9/12/2003	Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software.	Merrimack Pharmaceuticals, Inc.
200.1002	US	M MERRIMACK PHARMACEUTICALS Registered	76/544,846 9/12/2003	Scientific, biotechnology, and pharmaceutical product research and development services, namely, drug design, drug research, and development services, featuring, assay development, compound screening, compound, chemical, and drug identification and characterization; computer aided drug design services for others.	Merrimack Pharmaceuticals, Inc.
200.1009	US	ONIVYDE Published	85/971,097 6/26/2013	Pharmaceutical preparations for the diagnosis and treatment of cancer for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	WP	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	AU	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	CN	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	CO	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use. (Translation: Human pharmaceutical	Merrimack Pharmaceuticals, Inc.

TRADEMARK

Trademarks

FMV	CTV	MARK / STATUS	APPL. NO / APPL. DATE	GOODS	OWNER
				preparations, excluding contraception, pharmaceutical preparations for the treatment of hormonal problems and disorders, menopause gel and tablets, hormone release preparations.)	
200.1009	EM	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	JP	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	MX	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	NO	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	RU	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	KR	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	CH	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	TR	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	AR	ONIVYDE Registered	3299403 12/20/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	BR	ONIVYDE Pending	907162541 12/20/2013	Pharmaceutical preparations for human use. (Portuguese: Pharmaceutical preparations.)	Merrimack Pharmaceuticals, Inc.
200.1009	CA	ONIVYDE Pending	1657388 12/20/2013	Pharmaceutical preparations for the diagnose and treatment of cancer for human use.	Merrimack Pharmaceuticals, Inc.
200.1009	TW	ONIVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use. (Translation: Human drugs pharmacy.)	Merrimack Pharmaceuticals, Inc.

TRADEMARK

Trademarks

FMV	CTV	MARK / STATUS	APPL. NO / APPL. DATE	GOODS	OWNER
200.1009	VE	ONVYDE Registered	1190643 12/19/2013	Pharmaceutical preparations for human use. (Translation: Pharmaceutical preparations for the human consumption.)	Merrimack Pharmaceuticals, Inc.
200.1010	WP	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	AU	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	CN	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	CO	OTABLI Pending	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	EM	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	JP	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	MX	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	NO	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	RU	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	KR	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	CH	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	TR	OTABLI Registered	1190642 12/19/2013	Pharmaceutical preparations for human use.	Merrimack Pharmaceuticals, Inc.
200.1010	CA	OTABLI Pending	1657387 12/20/2013	Pharmaceutical preparations for the diagnosis and treatment of cancer for human use.	Merrimack Pharmaceuticals, Inc.

TRADEMARK

Trademarks

FMY	CTY	MARK / STATUS	APPL. NO / APPL. DATE	GOODS	OWNER
200.1011	US	CANCER IS THE ULTIMATE ENGINEERING CHALLENGE Pending	86/725,362 8/14/2015	Pharmaceutical preparations for the diagnosis and treatment of cancer, oncological disorders, autoimmune disorders, inflammatory disorders, hematological disorders and dermatological disorders.; Printed medical publications, namely, reports, manuals, brochures, newsletters, leaflets.; Scientific and medical research relating to the diagnosis and treatment of cancer, oncological disorders, autoimmune disorders, inflammatory disorders, hematological disorders and dermatological disorders.; Providing a web site featuring information relating to the diagnosis and treatment of cancer, oncological disorders, autoimmune disorders, inflammatory disorders, hematological disorders and dermatological disorders.	Merrimack Pharmaceuticals, Inc.
200.1015	US	(Square with Circle) Pending	86/725,528 8/14/2015	Pharmaceutical preparations for the diagnosis and treatment of cancer, oncological disorders, autoimmune disorders, inflammatory disorders, hematological disorders and dermatological disorders.; Printed medical publications, namely, reports, manuals, brochures, newsletters, leaflets.; Scientific and medical research relating to the diagnosis and treatment of cancer, oncological disorders, autoimmune disorders, inflammatory disorders, hematological disorders and dermatological disorders.; Providing a web site featuring information relating to the diagnosis and treatment of cancer, oncological disorders, autoimmune disorders, inflammatory disorders, hematological disorders and dermatological disorders.	Merrimack Pharmaceuticals, Inc.

TRADEMARK

Trademarks

FMY	CTY	MARK / STATUS	APPL. NO / APPL. DATE	GOODS	OWNER
				disorders.	
200.1018	US	PROVYDE Pending	86/728,845 8/18/2015	Business administration of medication reimbursement programs and services.	Merrimack Pharmaceuticals, Inc.
200.1019	US	PROVYDE (and Design) Pending	86/728,856 8/18/2015	Business administration of medication reimbursement programs and services.	Merrimack Pharmaceuticals, Inc.

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