

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scioderm, Inc.		07/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP, as Agent		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4923421	ZORBLISA	
Registration Number:	4463317	SCIODERM	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	33858 / 008		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	07/30/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2020, is made by SCIODERM, INC. (“Grantor”), in favor of HAYFIN SERVICES LLP (together with its successors and permitted assigns, “Agent”) on behalf of itself and the other Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of July 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among AMICUS THERAPEUTICS, INC., a Delaware corporation (as “Parent”), AMICUS THERAPEUTICS INTERNATIONAL HOLDING LTD, a private limited company incorporated under the laws of England and Wales (as “Borrower”), each other Person from time to time party hereto that is designated as a “Credit Party” (as defined therein), Agent, and each lender from time to time party thereto (each individually a “Lender” and collectively, the “Lenders”), the Lenders has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Loan Agreement, to guarantee the Obligations (as defined in the Loan Agreement) of Borrower and, in connection therewith has entered into that certain Security Agreement dated as of July 30, 2020 in favor of Agent for the benefit of itself and the other Secured Parties (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, Grantor is party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and the other Secured Parties, and grants to Agent, for the benefit of itself and the other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses and IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications

(b) for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(c) all renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of Agent on behalf of itself and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

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

Very truly yours,

SCIODERM, INC.

as Grantor

By: 

Name: Bradley L. Campbell

Title: President

ACCEPTED AND AGREED
as of the date first above written:

HAYFIN SERVICES LLP,
as Agent

By 

Name: Vikas Mehta

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
ZORBLISA	United States of America	86291367	05/25/2014	4923421	03/22/2016
ZORBLISA	EU	013481833	11/21/2014	013481833	04/22/2015
ZORBLISA	JAPAN	2014-97866	11/19/2014	5758910	04/17/2015
SCIODERM	US	85568693	03/13/2012	4463317	01/07/2014