

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7616963

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PTC THERAPEUTICS MP, INC.	10/27/2022
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	300 S WACKER DRIVE, SUITE 1850
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	11130760
Patent Number:	11173158
Application Number:	14398884
Application Number:	17342910
Application Number:	16670362
Application Number:	17059632
Application Number:	17764003
Application Number:	17486421
Application Number:	17059719
Application Number:	17059887
Application Number:	17794357
Application Number:	17631995
Patent Number:	11072614
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jonathan.bradford@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	PRUDENTIAL TOWER
Address Line 2:	800 BOYLSTON STREET

Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	BLCK-799-002
NAME OF SUBMITTER:	JONATHAN BRADFORD
SIGNATURE:	/JONATHAN BRADFORD/
DATE SIGNED:	10/28/2022
Total Attachments: 7 source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page1.tif source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page2.tif source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page3.tif source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page4.tif source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page5.tif source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page6.tif source=PTC (BX) - Patent Security Agreement - PTC Therapeutics MP (Executed)#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of October 27, 2022 (this “Agreement”), is made by **PTC THERAPEUTICS MP, INC.**, a Delaware corporation (the “Grantor”), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association (together with its successors, transferees and assignees, the “Administrative Agent”) for the Secured Parties.

W I T N E S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PTC Therapeutics, Inc., a Delaware corporation (the “Borrower”), the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of October 27, 2022 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (c) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in and to the Patent Collateral, including each Patent and Patent application referred to in Item A on Schedule I attached hereto and each Patent license referred to in Item B of Schedule

I attached hereto (excluding any licenses to the Grantor for commercially available off-the-shelf software).

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the USPTO. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Liens. Upon (a) the Disposition of Patent Collateral in accordance with the Credit Agreement or (b) the occurrence of the Facility Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination (in the case of a termination or release not occurring as a result of the Facility Termination Date, subject to the Administrative Agent's receipt of the certificate of a Responsible Officer referred to in Section 9.10 of the Credit Agreement certifying that the transaction giving rise to the release is permitted under the Loan Documents).

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

Section 7. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (in "pdf" or "tiff" or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

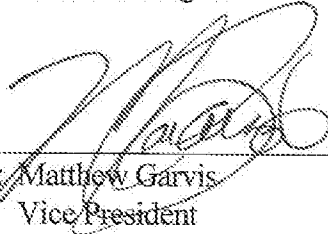
IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

PTC THERAPEUTICS MP, INC.

By: Stuart W. Peltz
Name: Stuart W. Peltz, Ph.D.
Title: President

[Signature Page to Patent Security Agreement]

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative Agent

By: 
Name: Matthew Garvis
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to Patent Security Agreement

Item A. Patents.

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	11072614	07/27/2021	Daniel E. Levy	POLYMORPHS OF SEPIAPTERIN AND SALTS THEREOF
US	11130760	09/28/2021	Hiroshi Yoshino; Taichi Komoda; Yuichi Shiro; Shunichi Murata; Takayoshi Matsumoto; Kaito Kishimoto; Daniel E. Levy	POLYMORPHIC FORM OF SEPIAPTERIN
US	11173158	11/16/2021	Hiroyuki Hasegawa; Shin Aizawa	MEDICINAL AGENT AND BEVERAGE/FOOD FOR PREVENTING CEREBRAL DYSFUNCTION AND IMPROVING SAM
US	14/398884	05/07/2013	Hiroshi Yoshino; Taichi Komoda; Yuichi Shiro; Shunichi Murata; Shizuaki Murata; Yasuhiro Kuroda	METHOD FOR PRODUCING SEPIAPTERIN AND TETRAHYDROLACTOYLPTERIN

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	17/342910	11/28/2017	Daniel E. Levy	POLYMORPHS OF SEPIAPTERIN AND SALTS THEREOF
US	16/670362	09/04/2018	Daniel E. Levy	PHARMACEUTICAL COMPOSITIONS COMPRISING SEPIAPTERIN AND USES THEREOF
US	17/059632	05/30/2019	Neil Smith; Jonathan Reis	COMPOSITIONS AND METHODS FOR INCREASING TETRAHYDROBIOPTERIN PLASMA EXPOSURE
US	17/764003	09/25/2020	[not found – unpublished]	METHODS FOR TREATING HYPERPHENYLALANINEMIA
US	17/486421	11/28/2017	Hiroshi Yoshino; Taichi Kornoda; Yuichi Shiro; Shunichi Murata; Takayoshi Matsumoto; Kaito Kishimoto; Daniel E. Levy	POLYMORPHIC FORM OF SEPIAPTERIN
US	17/059719	05/30/2019	Neil Smith; Jonathan Reis	METHODS FOR INCREASING SEPIAPTERIN PLASMA EXPOSURE
US	17/059887	5/30/2019	Daniel E. Levy; Neil Smith; Jonathan Reis; Hiroshi Yoshino; Taichi Komoda; Yuichi Shiro; Shunichi Murata; Takayoshi Matsumoto; Kaito Kishimoto	PHARMACEUTICALLY ACCEPTABLE SALTS OF SEPIAPTERIN
US	17/794357	01/22/2021	[not found – unpublished]	Methods for Treating Parkinson's Disease
	17/631995	08/05/2020	Eleonora	USE OF SEPIAPTERIN AND

US			Mezzaroma; Christopher Rabender; Ross Mikkelsen; Vasily Yakovlev; Neil Smith	METABOLITES THEREOF TO TREAT RADIATION EXPOSURE
US	17/631,995	2/1/2022	Eleonora Mezzaroma; Christopher Rabender; Ross Mikkelsen; Vasily Yakovlev; Neil Smith	ORAL SEPIAPTERIN MITIGATES RADIATION- INDUCED LUNG AND HEART TOXICITY

Item B. Patent Licenses (excluding any licenses to the Grantor for open source or commercially available off- the-shelf software)

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
	Shiratori Pharmaceutical Co, Ltd	Censa Pharmaceuticals, Inc (now, PTC Therapeutics MP, Inc.)	February 8, 2015		Patent applications covering a method of making the API for PTC923