

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HARMONY BIOSCIENCES, LLC		07/26/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	MC : NY1-C413
Internal Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6471324	NON-REM AT THE WRONG TIME
Registration Number:	6471323	REM AT THE WRONG TIME
Registration Number:	6014128	HARMONY BIOSCIENCES
Registration Number:	6014129	HB HARMONY BIOSCIENCES
Registration Number:	6014130	HB
Registration Number:	5588181	KNOW NARCOLEPSY

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552333

Email: ksolomon@stblaw.com

Correspondent Name: BOBBIE BURROWS, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2453

CH \$165.00 6471324

NAME OF SUBMITTER:	BOBBIE BURROWS
SIGNATURE:	/BB/
DATE SIGNED:	07/27/2023
Total Attachments: 6 source=Harmony - Supplemental Confirmatory Grant of Security Interest (Trademarks) Executed#page1.tif source=Harmony - Supplemental Confirmatory Grant of Security Interest (Trademarks) Executed#page2.tif source=Harmony - Supplemental Confirmatory Grant of Security Interest (Trademarks) Executed#page3.tif source=Harmony - Supplemental Confirmatory Grant of Security Interest (Trademarks) Executed#page4.tif source=Harmony - Supplemental Confirmatory Grant of Security Interest (Trademarks) Executed#page5.tif source=Harmony - Supplemental Confirmatory Grant of Security Interest (Trademarks) Executed#page6.tif	

**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of **July 26, 2023**, by and from **Harmony Biosciences, LLC**, a **Delaware limited liability company** (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Harmony Biosciences Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto from time to time and the Grantee have entered into that certain Credit Agreement, dated as of July 26, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the Borrower and certain other Subsidiaries of the Borrower have entered into that certain Pledge and Security Agreement, dated as of July 26, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

The Security Interest.

This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor.

The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all licenses of the foregoing whether as licensee or licensor, including the written licenses listed on Exhibit A for Trademarks that are owned by a third party and licensed to the Grantor or otherwise used by the Grantor under contract that are material to the business of the Borrower and its Subsidiaries (taken as a whole), (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (5) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (6) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”).

Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

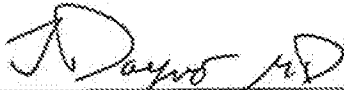
Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Confirmatory Grant and/or any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

HARMONY BIOSCIENCES, LLC,
as Grantor

By: 
Name: Jeffrey M. Dayno
Title: President and Chief Executive Officer

[Signature Page for
Supplemental Confirmatory Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 008147 FRAME: 0636

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent



By: _____

Name: Melanie Her
Title: Vice President

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

Title	Country	Application No.	Application Date	Registration No.	Registration Date
NON-REM AT THE WRONG TIME	US	87954324	June 8, 2018	6471324	Aug 31, 2021
REM AT THE WRONG TIME	US	87954316	June 8, 2018	6471323	Aug 31, 2021
HARMONY BIOSCIENCES	US	87759175	Jan 17, 2018	6014128	Mar 17, 2020
	US	87759246	Jan 17, 2018	6014129	Mar 17, 2020
	US	87759250	Jan 17, 2018	6014130	Mar 17, 2020
KNOW NARCOLEPSY	US	87830683	Mar 12, 2018	5588181	Oct 16, 2018

Trademark Licenses

That certain Trademark License Agreement, dated August 23, 2018, by and among Bioprojet Europe, Ltd., a company organized under the laws of Ireland, Bioprojet Société Civile de Recherche, a company organized under the laws of France, and Harmony Biosciences, LLC, a Delaware limited liability company.

That certain License and Commercialization Agreement, dated as of July 27, 2018, between Bioprojet Société Civile de Recherche, a company organized under the laws of France, and Harmony Biosciences, LLC, a Delaware limited liability company, (a) as amended by that certain Amendment No. 1 to License and Commercialization Agreement, dated as of August 27, 2018, (b) as modified by (i) that certain Limited Waiver of License and Commercialization Agreement, dated as of March 27, 2019 (as amended by (x) that certain Amendment to Limited Waiver of License and Commercialization Agreement, dated as of April 5, 2019 and (y) that Second Amendment to Limited Waiver of License and Commercialization Agreement, dated as of April 9, 2019), (ii) that certain Side Letter Agreement to License and Commercialization Agreement, dated as of August 27, 2020 and (iii) that certain Side Letter agreement to License and Commercialization Agreement Concerning the Status of Exporter, dated as of October 1, 2020 and (c) as may be further amended, supplemented, amended and restated or otherwise modified from time to time after the date hereof in accordance with the terms thereof and hereof.

That certain License and Commercialization Agreement, dated as of July 31, 2022, between Bioprojet Société Civile de Recherche, a company organized under the laws of France, and Harmony Biosciences, LLC, a Delaware limited liability company and as may be further amended, supplemented, amended and

restated or otherwise modified from time to time after the date hereof in accordance with the terms thereof and hereof.