

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intercept Pharmaceuticals, Inc.		08/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	185 Asylum Street, 27th Floor		
Internal Address:	CityPlace		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
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	

CH \$1065.00 4793444

Property Type	Number	Word Mark
Registration Number:	5570855	INTERCEPT PHARMACEUTICALS
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

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	13383-00003
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	08/18/2021

Total Attachments: 7

source=Intercept Trademark Security Agreement#page1.tif

source=Intercept Trademark Security Agreement#page2.tif

source=Intercept Trademark Security Agreement#page3.tif

source=Intercept Trademark Security Agreement#page4.tif

source=Intercept Trademark Security Agreement#page5.tif

source=Intercept Trademark Security Agreement#page6.tif

source=Intercept Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 17, 2021 (this “**Trademark Security Agreement**”), by and among the signatory hereto indicated as a “**Pledgor**” (the “**Pledgor**”) in favor of U.S. Bank National Association solely in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof in such capacity, the “**Collateral Agent**”) pursuant to that certain Base Indenture, dated as of August 17, 2021 (the “**Base Indenture**”), as supplemented by that certain First Supplemental Indenture dated as of August 17, 2021 (the “**Supplemental Indenture**”; the Base Indenture, as supplemented by the Supplemental Indenture and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among Intercept Pharmaceuticals, Inc., a Delaware corporation (“**Issuer**”), the Pledgor and each of the other guarantors listed on the signature pages thereto, and U.S. Bank National Association, as collateral agent.

W I T N E S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of August 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Assets (including any application for registration of a Trademark on the basis of the applicant’s intent-to-use such Trademark, unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of such Trademark application or any registration issuing therefrom under applicable federal law), whether now existing or hereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”): whether now owned or held, or hereafter acquired or created by or assigned to such Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations

(URLs), domain names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Trustee and the Collateral Agent, 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, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. GOVERNING LAW. THE TERMS OF SECTIONS 17.03 AND 17.11 OF THE SUPPLEMENTAL INDENTURE WITH RESPECT TO GOVERNING LAW, CONSENT OF JURISDICTION, SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

SECTION 6. Concerning the Collateral Agent. U.S. Bank National Association is entering this Agreement not in its individual capacity, but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Indenture, including without limitation in Article 8 of the Supplemental Indenture, as if such rights, privileges and immunities were expressly set forth herein.

[Signature Page Follows]

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

Intercept Pharmaceuticals, Inc.

By: *Rocco Venezia*
Name: Rocco Venezia
Title: Chief Accounting Officer
& Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: _____
Name:
Title:

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

Intercept Pharmaceuticals, Inc.

By: _____
Name: Rocco Venezia
Title: Chief Accounting Officer
& Treasurer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By:  _____
Name: Juliet Taylor
Title: Assistant Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

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
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
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