

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HZNP LIMITED		05/07/2015	LIMITED LIABILITY COMPANY: IRELAND

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	390 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3556292	PENNSAID

CORRESPONDENCE DATA

Fax Number: 7147558290
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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0129
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/07/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") is made effective as of May 7, 2015 by and from HORIZON PHARMA USA, INC., HORIZON PHARMA, INC., HZNP LIMITED, and HZNP USA INC. (formerly known as VIDARA THERAPEUTICS INC.) (collectively, the "Grantors"), to and in favor of CITIBANK, N.A., for itself and as Collateral Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Horizon Pharma, Inc., a Delaware corporation ("Horizon"), the Loan Parties (as defined in the Credit Agreement referenced below) from time to time party thereto, the LENDERS from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, have entered into a Credit Agreement dated as of May 7, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors have joined the Credit Agreement dated as of May 7, 2015 as Guarantors.

WHEREAS, the Grantors have entered into a U.S. Pledge and Security Agreement dated as of May 7, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement").

WHEREAS, the Grantors own the trademarks listed on Schedule A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement has been executed in conjunction with the security interest granted under the U.S. Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

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 not defined herein shall have the respective meaning given to them in the Credit Agreement or the U.S. Security Agreement.

2) The Security Interest.

(a) This Trademark Security Agreement is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the occurrence of the Termination Date (as defined in the U.S. Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the U.S. Security Agreement and this Trademark Security Agreement.

(b) The Grantors hereby pledge and grant to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in (other than applications for trademarks or service

marks filed in the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)) all of the Grantors' right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (i) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including those listed on Schedule A hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary herein, the security interests created hereunder shall not secure the Secured Obligations until such time as the first Secured Obligations come into existence and the Closing Date has occurred.


3) Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

4) Recordation. The Grantors hereby authorize and request that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

5) Notwithstanding anything to the contrary set forth herein, this Trademark Security Agreement, the liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms and provisions of each Intercreditor Agreement (if any). In the event of any inconsistency between the provisions of this Trademark Security Agreement and any Intercreditor Agreement, the provisions of such Intercreditor Agreement shall supersede the provisions of this Trademark Security Agreement. If the Grantors shall pledge any assets or undertake any actions to perfect or protect any lien on any assets pledged in connection with the Collateral Documents or this Trademark Security Agreement, the Grantors may simultaneously pledge such assets or undertake such actions with respect to such assets as necessary to comply with the provisions set forth in any Intercreditor Agreement, without further request or consent by the Secured Parties. Any provision of this Trademark Security Agreement to the contrary notwithstanding, the Grantors shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of any Intercreditor Agreement.

IN WITNESS WHEREOF, the Grantors have executed this Trademark Security Agreement effective as of the date first written above.

HORIZON PHARMA, INC.
HORIZON PHARMA USA, INC.
HZNP USA INC.

By: 
Name: Paul W. Hoelscher
Title: Chief Financial Officer

[Signature Page to the Trademark Security Agreement]

Signed and Delivered as a Deed by

[Signature]
the duly authorised attorney of
HZNP LIMITED in the presence of:


Witness Signature: *[Signature]*

Witness Name: *Clare Lynn Corbett*

Witness Address: *47 Wellington Ship Rd*
St. Georges, Bermuda





[Signature Page to the Trademark Security Agreement]

CITIBANK, N.A.,
as Collateral Agent and Grantee

By: 
Name: Stuart Dickson
Title: Vice President

[Signature Page to the Trademark Security Agreement]

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
DUEXA	77531169	7/25/2008	3750439	2/16/2010	Horizon Pharma USA, Inc.
DUEXIS	77531168	7/25/2008	3764313	3/23/2010	Horizon Pharma USA, Inc.
H 	77548415	8/15/2008	3750459	2/16/2010	Horizon Pharma USA, Inc.
HORIZON PHARMA	86498507	1/8/2015			Horizon Pharma, Inc.
REDUCE	86308352 ¹	6/12/2014			Horizon Pharma, Inc.
RAYOS 	85394591	8/10/2011	4162441	6/19/2012	Horizon Pharma, Inc.
Design Only 	85394354	8/10/2011	4172965	7/10/2012	Horizon Pharma, Inc.
RAYOS	85096821	7/30/2010	4115724	3/20/2012	Horizon Pharma, Inc.
HORIZON PHARMA	85007094	4/6/2010	3967638	5/24/2011	Horizon Pharma, Inc.
PENNSAID	77358483	12/21/2007	3556292	1/6/2009	HZNP Limited
COM3PASS CONNECTION	86078556 ²	9/30/2013			HZNP USA Inc.
COM3PASS COMPREHENSIVE PERSONALIZED PATIENT PRESCRIPTION ADVOCACY & SUPPORT SERVICES 	86023656	7/30/2013	4627200	10/28/2014	HZNP USA Inc.

¹ Intent to Use² Intent to Use