

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387970

|   |                               |                       |                       |
|---|-------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | TRADEMARK SECURITY AGREEMENT  |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                               |                       |                       |
| <b>Name</b>   | <b>Formerly</b>               | <b>Execution Date</b> | <b>Entity Type</b>    |
| AEGERION<br>PHARMACEUTICALS, INC.   |                               | 06/14/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                               |                       |                       |
| <b>Name:</b>  | QLT INC.                      |                       |                       |
| <b>Street Address:</b>  | 887 Great Northern Way        |                       |                       |
| <b>Internal Address:</b>  | Suite 250                     |                       |                       |
| <b>City:</b>  | Vancouver                     |                       |                       |
| <b>State/Country:</b>   | CANADA                        |                       |                       |
| <b>Postal Code:</b>   | V5T 4T5                       |                       |                       |
| <b>Entity Type:</b>   | Corporation: BRITISH COLUMBIA |                       |                       |
| <b>PROPERTY NUMBERS Total: 7</b>  |                               |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4589120                       | MYALEPT               |                       |
| <b>Registration Number:</b>   | 4607022                       | MYALEPT               |                       |
| <b>Serial Number:</b>   | 85484680                      | LEPTREEV              |                       |
| <b>Serial Number:</b>   | 85484672                      | MYMLEP                |                       |
| <b>Serial Number:</b>   | 85484679                      | PAZLEP                |                       |
| <b>Serial Number:</b>   | 86786387                      | BYMYSIDE              |                       |
| <b>Serial Number:</b>   | 86786368                      | BYMYSIDE              |                       |
| <b>CORRESPONDENCE DATA</b>  |                               |                       |                       |
| <b>Fax Number:</b>  | 2123108007                    |                       |                       |
| <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> |                               |                       |                       |
| <b>Phone:</b>   | 212.310.8247                  |                       |                       |
| <b>Email:</b>   | juan.arias@weil.com           |                       |                       |
| <b>Correspondent Name:</b>  | H.T. Flanagan                 |                       |                       |
| <b>Address Line 1:</b>  | Weil, Gotshal & Manges LLP    |                       |                       |
| <b>Address Line 2:</b>  | 767 Fifth Avenue              |                       |                       |
| <b>Address Line 4:</b>  | New York, NEW YORK 10153      |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | H.T. Flanagan                 |                       |                       |

CH \$190.00 4589120

|  |                 |
|--|-----------------|
| <b>SIGNATURE:</b>  | /H.T. Flanagan/ |
| <b>DATE SIGNED:</b>  | 06/15/2016      |
| <b>Total Attachments: 5</b><br>source=Project Athena Trademark#page1.tif<br>source=Project Athena Trademark#page2.tif<br>source=Project Athena Trademark#page3.tif<br>source=Project Athena Trademark#page4.tif<br>source=Project Athena Trademark#page5.tif |                 |

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 14, 2016 (this “Agreement”), by and among AEGERION PHARMACEUTICALS, INC., a Delaware corporation (the “Grantor”) and QLT, INC., a corporation incorporated under the laws of British Columbia (“QLT”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Loan Agreement”), by and among the Grantor and QLT, QLT has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has agreed to grant a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce QLT to enter into the Loan Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with QLT as follows:

SECTION 1. *Terms.* Except as set forth below, capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and the plural forms of the terms defined:

“**Trademark Collateral**” shall have the meaning assigned to such term in Section 2 herein.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Loan Agreement, did and hereby does pledge and grant to QLT, its successors and permitted assigns, a continuing security interest in all right, title or interest in, to or under all of the following assets, licenses or other rights whether now or at any time hereafter owned or acquired by, or arising in favor of, such Grantor, in each case solely relating to Myalept Intellectual Property (collectively, the “**Trademark Collateral**”):

- A. all Trademarks listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks identified in clause (A) of this Section 2;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks identified in clause (A) of this Section 2;
- D. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligations, to sue and collect damages for said use or infringement of any Trademark identified in clause (A) of this Section 2;
- E. all amendments, renewals and extensions of any of the foregoing; and
- F. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

SECTION 3. *Security Agreement.* The security interests granted to QLT herein are granted in furtherance, and not in limitation of, the security interests granted to QLT pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of QLT with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Agreement is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. *Severability.* In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

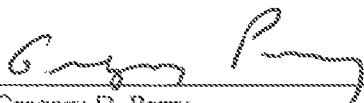
SECTION 6. *Assignments.* This Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of QLT and its successors and permitted assigns under the Loan Agreement.

SECTION 7. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

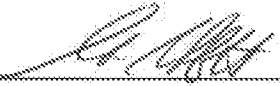
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AEGERION PHARMACEUTICALS, INC., as Grantor

By:   
Name: Gregory D. Perry  
Title: Chief Financial Officer

QLT, INC.

By:  \_\_\_\_\_

Name: Glen Ibbott  
Title: Chief Financial Officer

**SCHEDULE I**

**TRADEMARKS**

| <b>Trademark</b> | <b>Status</b> | <b>Country</b> | <b>Application No. /<br/>Registration No.</b> |
|------------------|---------------|----------------|---|
| MYALEPT          | Registered    | United States  | 85/484,675                                    |
|                  |               |                | 4,589,120                                     |
| MYALEPT LOGO     | Registered    | United States  | 86/043,958                                    |
| LEPTREEV         | Abandoned     | United States  | 4,607,022                                     |
| MYMLEP           | Abandoned     | United States  | 85/484,680                                    |
| PAZLEP           | Abandoned     | United States  | 85/484,672                                    |
| BYMYSIDE         | Pending       | United States  | 85/484,679                                    |
| BYMYSIDE LOGO    | Pending       | United States  | 86/786,387                                    |
|                  |               |                | 86/786,368                                    |