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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM398840 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HORIZON PHARMA RHEUMATOLOGY LLC (formerly known as CREALTA PHARMACEUTICALS LLC)		03/11/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4833793	CREALTA
Registration Number:	4823992	CREALTA PHARMACEUTICALS
Registration Number:	3920201	KRYSTEXXA
Registration Number:	1508914	MIGERGOT

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 Latham & Watkins LLP Correspondent Name:

Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	09/16/2016

Total Attachments: 7

TRADEMARK REEL: 005879 FRAME: 0196

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source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page1.tif source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page2.tif source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page3.tif source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page4.tif source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page5.tif source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page6.tif source=Horizon - Trademark Security Agreement (Horizon Pharma Rheumatology LLC) (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") is made effective as of March 11, 2016 by and from HORIZON PHARMA RHEUMATOLOGY LLC (formerly known as CREALTA PHARMACEUTICALS LLC) (the "<u>Grantor</u>"), 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 ("<u>Horizon</u>"), 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 "<u>Credit Agreement</u>").

WHEREAS, the Grantor has joined the Credit Agreement dated as of May 7, 2015 as Guarantor.

WHEREAS, the Grantor has 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 Grantor owns the trademarks listed on <u>Schedule A</u> attached hereto (the "<u>Trademarks</u>"), 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) <u>Definitions.</u> 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 Grantor 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 Grantor hereby pledges and grants 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 Grantor's 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) <u>Recordation.</u> The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.
- 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 Grantor 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 Grantor 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 Grantor 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 Grantor has executed this Trademark Security Agreement effective as of the date first written above.

HORIZON PHARMA RHEUMATOLOGY LLC

Name: Paul W. Hoelscher

Title: Chief Financial Officer and Secretary

[Signature Page to the Trademark Security Agreement]

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

Name: Title:

Ansning KULLARAI

[Signature Page to the Trademark Security Agreement]

Schedule A

Trademarks

See Attached

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MarkName	Country	Status	Current Owner	Application Number	Application Date	Reg. Number	Reg. Date	Current Henewal Date
CREALTA	SN	Registered	Crealta Pharmaceuticals LLC	86/977046	September 18, 2013	4833793	October 13, 2015	October 13, 2025
CREALTA	Sn	Filed	Crealta Pharmaceuticals LLC	86/067833	September 18, 2013			
CREALTA PHARMACEUTICALS	Sn	Filed	Crealta Pharmaceuticals LLC	86/067863	September 18, 2013			
CREALTA PHARMACEUTICALS	SN	Registered	Crealta Pharmaceuticals LLC	86/976925	September 18, 2013	4823992	September 29, 2015	September 29, 2025
CREALTA PHARMACEUTICALS (STYLIZED)	SN	Docket	Crealta Pharmaceuticals LLC					
CREALTA PHARMACEUTICALS AND C DESIGN	SN	Docket	Crealta Pharmaceuticals LLC					
KRYSTEXXA	AR	Registered	Crealta Pharmaceuticals LLC	3126226	November 02, 2011	2726635	May 15, 2015	May 15, 2025
KRYSTEXXA	ΑU	Registered	Crealta Pharmaceuticals LLC	1285184	February 16, 2009	1285184	February 16, 2009	February 16, 2019
KRYSTEXXA	BR	Registered	Crealta Pharmaceuticals LLC	830193189	February 17, 2009	830193189	February 07, 2012	February 07, 2022
KRYSTEXXA	CA	Filed	Crealta Pharmaceuticals LLC	1428115	February 17, 2009			
KRYSTEXXA	CN	Registered	Crealta Pharmaceuticals LLC	7209501	February 20, 2009	7209501	August 21, 2010	August 20, 2020
KRYSTEXXA	¥	Registered	Crealta Pharmaceuticals LLC	301287469	February 16, 2009	301287469	February 16, 2009	February 15, 2019
KRYSTEXXA	Z	Registered	Crealta Pharmaceuticals LLC	1787489	February 19, 2009	1787489	December 06, 2012	February 19, 2019
KRYSTEXXA	IL	Registered	Crealta Pharmaceuticals LLC	239854	August 10, 2011	239854	December 04, 2012	August 09, 2021
KRYSTEXXA	JP	Registered	Crealta Pharmaceuticals LLC	2009-011005	February 18, 2009	5280562	November 13, 2009	November 13, 2019

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KRYSTEXXA	П	Registered	Crealta Pharmaceuticals LLC	2011-883	September 21, 2011	16178	September 21, 2011	September 21, 2021
KRYSTEXXA	MX	Registered	Crealta Pharmaceuticals LLC	990227	February 17, 2009	1093461	April 07, 2009	February 17, 2019
KRYSTEXXA	MC	Registered	Crealta Pharmaceuticals LLC	30233	June 03, 2011	11.28612	July 08, 2011	June 03, 2021
KRYSTEXXA	NZ	Registered	Crealta Pharmaceuticals LLC	802548	February 16, 2009	802548	August 20, 2009	August 21, 2018
KRYSTEXXA	PH	Inactive	Crealta Pharmaceuticals LLC	4-2011- 011644	September 28, 2011	4-2011-011644	March 29, 2012	March 29, 2022
KRYSTEXXA	RU	Registered	Crealta Pharmaceuticals LLC	2009703192	February 19, 2009	404873	March 29, 2010	February 19, 2019
KRYSTEXXA	ZA	Registered	Crealta Pharmaceuticals LLC	2011/19724	August 11, 2011	2011/19724	October 25, 2013	August 11, 2021
KRYSTEXXA	CH	Registered	Crealta Pharmaceuticals LLC	59558/2011	August 22, 2011	624135	December 23, 2011	August 22, 2021
KRYSTEXXA	SG	Registered	Crealta Pharmaceuticals LLC	T0901651F	February 18, 2009	T0901651F	February 18, 2009	February 18, 2019
KRYSTEXXA	WT	Registered	Crealta Pharmaceuticals LLC	099007982	February 23, 2010	1429142	September 16, 2010	September 15, 2020
KRYSTEXXA	SN	Registered	Crealta Pharmaceuticals LLC	77/552,516	August 21, 2008	3920201	February 15, 2011	February 15, 2021
KRYSTEXXA	E S	Registered	Crealta Pharmaceuticals LLC	008110967	February 18, 2009	008110967	October 07, 2009	February 28, 2019
MIGERGOT	SN	Registered	Crealta Pharmaceuticals LLC	73/720378	April 04, 1988	1508914	October 18, 1988	October 18, 2018

TRADEMARK REEL: 005879 FRAME: 0204

RECORDED: 09/16/2016