

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raptor Pharmaceuticals Inc.		10/25/2016	Corporation: 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:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4471589	RAPTOR	
Registration Number:	4424356	RAPTOR CARES	
Registration Number:	4379178	RAPTOR CARES	
Registration Number:	4471590	RAPTOR	
Registration Number:	4407821	PROCYSBI	
Registration Number:	3835541	CONVIVIA	
Registration Number:	3948245	NEUROTRANS	
Serial Number:	86052400	QUINSAIR	
Serial Number:	86252856	QUINSAIR	
Registration Number:	3926167	AEROQUIN	
Serial Number:	86052408	ZYLUSO	
Registration Number:	4666676		
Serial Number:	86389754	SIRONEX	
Serial Number:	86548436	SIRONEX P.S.	
Serial Number:	86651280	SIRONEX PS	
Serial Number:	86602626		
Serial Number:	86384405	AXOFILA	
Serial Number:	86384452	AXOZY	
Serial Number:	86384429	TACLAYA	

OP \$565.00 4471589

Property Type	Number	Word Mark
Serial Number:	86384463	ZOLQA
Serial Number:	86508416	BYDENAF
Serial Number:	86706666	ELITRAY

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/26/2016

Total Attachments: 7

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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 October 25, 2016 by and from RAPTOR PHARMACEUTICALS INC. (the "Grantor"), 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 Grantor has joined the Credit Agreement dated as of October 25, 2016 as a Guarantor.

WHEREAS, the Grantor has entered into a U.S. Pledge and Security Agreement dated as of October 25, 2016 (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 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 meanings 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) Recordation. The Grantor hereby authorizes and requests 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 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.

RAPTOR PHARMACEUTICAL INC.

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


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

By: 
Name: _____
Title: Akshay Kulkarni
Vice President

[Trademark Security Agreement (RAPTOR PHARMACEUTICALS INC.)]

Trademarks

Trademark	Application Serial No.	App. Filing date	Reg. No.	Reg. Date	Owner
RAPTOR	85/601508	01/21/2014	4471589	01/21/2014	Raptor Pharmaceuticals Inc.
RAPTOR CARES	85/787831	11/27/2012	4424356	10/29/2013	Raptor Pharmaceuticals Inc.
RAPTOR CARES	85/787833	11/27/2012	4379178	08/06/2013	Raptor Pharmaceuticals Inc.
RAPTOR	85/601512	04/08/2012	4471590	01/21/2014	Raptor Pharmaceuticals Inc.
PROCYSBI	85/550512	02/23/2012	4407821	09/24/2013	Raptor Pharmaceuticals Inc.
CONVIVIA	77/319514	11/01/2007	3835541	08/17/2010	Raptor Pharmaceuticals Inc.
NEUROTRAINS	77/646464	01/09/2009	3948245	04/19/2011	Raptor Pharmaceuticals Inc.
QUINSAIR	86/052400 (Pending ITU)	08/30/2013	N/A	N/A	Raptor Pharmaceuticals Inc.
	86/252856 (Pending ITU)	04/15/2014	N/A	N/A	Raptor Pharmaceuticals Inc.
AEROQUIN	77/638336	12/22/2008	3926167	03/01/2011	Raptor Pharmaceuticals Inc.
ZYLUSO	86/052408 (Pending ITU)	08/30/2013	N/A	N/A	Raptor Pharmaceuticals Inc.
	86/281,215	05/14/2014	4666676	01/06/2015	Raptor Pharmaceuticals Inc.
SIRONEX	86/389,754 (Pending ITU)	09/09/2014	N/A	N/A	Raptor Pharmaceuticals Inc.
SIRONEX	86/548,436 (Pending ITU)	02/27/2015	N/A	N/A	Raptor Pharmaceuticals Inc.

Trademark	Application Serial No.	App. Filing date	Reg. No.	Reg. Date	Owner
SIRONEXPS	86/651,280 (Pending ITU)	06/04/2015	N/A	N/A	Raptor Pharmaceuticals, Inc.
	86/602,626 (Pending ITU)	04/20/2015	N/A	N/A	Raptor Pharmaceuticals, Inc.
AXOFILA	86/384,405 (Pending ITU)	09/03/2014	N/A	N/A	Raptor Pharmaceuticals Inc.
AXOZY	86/384,452 (Pending ITU)	09/03/2014	N/A	N/A	Raptor Pharmaceuticals Inc.
TACLAYA	86/384,429 (Pending ITU)	09/03/2014	N/A	N/A	Raptor Pharmaceuticals Inc.
ZOLQA	86/384,463 (Pending ITU)	09/03/2014	N/A	N/A	Raptor Pharmaceuticals Inc.
BYDENAF	86/508,416 (Pending ITU)	01/20/2015	N/A	N/A	Raptor Pharmaceuticals Inc.
ELITRAY	86/706,666 (Pending ITU)	07/28/2015	N/A	N/A	Raptor Pharmaceuticals Inc.