

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTENDO AB (PUBL)		12/28/2016	Public Limited Company: SWEDEN
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC, as Collateral Agent and Lender		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86701398	STRONGBRIDGE BIOPHARMA	
Serial Number:	86758862	CORYNTHIA	
Serial Number:	86865505	RECORLEV	
CORRESPONDENCE DATA			
Fax Number:	6178970910		
<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>			
Phone:	6173106210		
Email:	moodye@gtlaw.com		
Correspondent Name:	Erin Moody		
Address Line 1:	One International Place		
Address Line 2:	c/o Greenberg Traurig, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Erin Moody		
SIGNATURE:	/Erin Moody/		
DATE SIGNED:	12/29/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as December 28, 2016, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender and HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation with an office located at 312 Farmington Avenue, Farmington, Connecticut 06032 (“**Horizon**”) (each a “**Lender**” and collectively, the “**Lenders**”), and CORTENDO AB, (PUBL), a public limited company incorporated under the laws of Sweden with corporate identity number 556537-6554 and having its registered office at Box 47 433 21 Partille Gothenburg Sweden (“**Grantor**”).

RECITALS

WHEREAS, Lenders agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) and other Borrowers in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Collateral Agent, Lenders, Grantor and other Borrowers thereto dated as of December 28, 2016 (as the same may be, and may have been, amended, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in, among other things, certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, among other things, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new Copyrights, Trademarks, Patents, or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

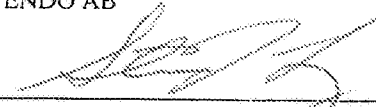
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
Box 900 Northbook Drive Suite 200
Trevose, Pennsylvania 19053 Attn:
Chief Legal Officer
Fax: 215-335-7389
Email: s.long@strongbridgebio.com

GRANTOR:

CORTENDO AB

By:  _____

Name: Stephen Long

Authorized Officer

Title: _____

With a copy to:
Lee Ann Dillon
599 Lexington Avenue
Floor 24
New York, NY 10023

[Signature Page – Strongbridge IP Security Agreement – Cortendo AB]

LENDERS AND COLLATERAL AGENT:

Address of Lender and Collateral Agent:

OXFORD FINANCE LLC, AS COLLATERAL
AGENT AND AS A LENDER

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By: *Mad*
Name: Mark Davis
Title: Vice President of Finance

Address of Lender:

HORIZON TECHNOLOGY FINANCE
CORPORATION, AS A LENDER

312 Farmington Avenue,
Farmington, Connecticut 060324
Attn: Legal Department

By: *ROBERT D. POMEROY, JR.*
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods And Compositions For Treating Diabetes, Metabolic Syndrome and Other Conditions	US 15/088,539	April 4, 2016
Ketoconazole Enantiomer in Humans	US – 9.198.906	December 1, 2015
Methods And Compositions For The Treatment Of Cushing's Syndrome Using 2S,4R Ketoconazole	PCT/US15/51389	September 22, 2015
Differentiated Pharmacokinetics Of Levoketoconazole (COR-003), The Single 2S,4R-Enantiomer Of Ketoconazole, A New Investigational Drug For The Treatment Of Cushing's Syndrome	US 62/287,204 (Prov)	January 26, 2016
Pharmaceutical Compositions And Methods Of Treating Hormone-Refractory Cancers	US 62/298,772 (Prov)	February 23, 2016
Novel Functionalized 4-(Phenoxymethyl(-1,3-Dioxolane Analogs Exhibiting Cytochrome P450 Inhibition And Their Methods of Use	US – 14/760,071	July 9, 2015
Novel Functionalized 5-(Phenoxymethyl(-1,3-Dioxolane Analogs Exhibiting Cytochrome P450 Inhibition And Their Methods of Use	US – 15/024,766	March 24, 2016
Novel Cytochrome P450 Inhibitors And Their Method Of Use	US 15/021,532	March 11, 2016

Conformationally Constrained Backbone
Somatostatin Analogs Cyclized
US – 7,060,679
U.S. Patent 6051554

June 13, 2006

Methods for Using Ketoconazole and Related
Substances in Medicaments for
Treatment of Type II Diabetes US 5,849,740

December 15, 1998

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STRONGBRIDGE BIOPHARMA	US – 86/701,398	July 22, 2015
CORYNTHIA	US 86/758,862	September 16, 2015
RECORLEV	US – 86/865,505	January 5, 2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.