

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEGERION PHARMACEUTICALS, INC.		03/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NOVELION THERAPEUTICS INC.		
Street Address:	1800 - 510 WEST GEORGIA STREET		
City:	VANCOUVER		
State/Country:	CANADA		
Postal Code:	BCV6B 0M3		
Entity Type:	Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87177217	NOVELION THERAPEUTICS	
Serial Number:	87177235	NOVELION THERAPEUTICS	
Registration Number:	5381517	NOVELION THERAPEUTICS	
Registration Number:	5381456	NOVELION THERAPEUTICS	
Registration Number:	5237690	BYMYSIDE	
Registration Number:	5237691	BYMYSIDE	
Registration Number:	5276666	LOWER	
Registration Number:	4607022	MYALEPT	
Registration Number:	4512713	JUXTAPID	
Registration Number:	4508190	JUXTAPID	
Registration Number:	4589120	MYALEPT	
Registration Number:	3977343	AEGERION PHARMACEUTICALS	
Registration Number:	3300046	AEGERION	
Registration Number:	3448427	AEGERION PHARMACEUTICALS, INC.	
CORRESPONDENCE DATA			
Fax Number:	6179779458		
<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>			

OP \$365.00 87177217

Phone: 6178202195
Email: mwoodbury@goodwinlaw.com
Correspondent Name: Maria Woodbury
Address Line 1: 100 Northern Ave
Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER: Maria Woodbury

SIGNATURE: /s/Maria Woodbury

DATE SIGNED: 04/06/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of March 29, 2018 (this “**Agreement**”), by and among NOVELION THERAPEUTICS INC., a corporation incorporated under the laws of British Columbia (the “**Lender**”), and AEGERION PHARMACEUTICALS, INC., a Delaware corporation (the “**Grantor**”),

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of March 15, 2018 (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 the Lender, the Lender 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 the Lender to enter into the Loan Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Lender 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 the Lender, 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 (collectively, the “**Trademark Collateral**”):

A. all Trademarks, including, without limitation, those 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 TIES SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

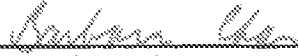
SECTION 6. Assignments. This Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns under the Loan Agreement.

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

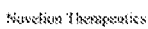
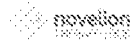
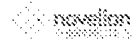
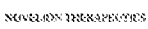
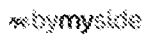


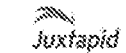


By: 
Name: Barbara Chan
Title: President

NOVELION THERAPEUTICS, INC.


Name: Michael Price
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

Trademark	Image	Source	Application Number	Registration Number	Application Date	Registration Date	Owner Name
NOVELION THERAPEUTICS		US	87177217		20-SEP-2016		Aegerion Pharmaceuticals, Inc.
NOVELION THERAPEUTICS		US	87177235		20-SEP-2016		Aegerion Pharmaceuticals, Inc.
NOVELION THERAPEUTICS		US	87072521	5381517	15-JUN-2016	16-JAN-2018	Aegerion Pharmaceuticals, Inc.
NOVELION THERAPEUTICS		US	87043469	5381456	19-MAY-2016	16-JAN-2018	Aegerion Pharmaceuticals, Inc.
BYMYSIDE		US	86786368	5237690	13-OCT-2015	04-JUL-2017	Aegerion Pharmaceuticals, Inc.
BYMYSIDE	BYMYSIDE	US	86786387	5237691	13-OCT-2015	04-JUL-2017	Aegerion Pharmaceuticals, Inc.
LOWER	LOWER	US	86235722	5276666	28-MAR-2014	29-AUG-2017	Aegerion Pharmaceuticals, Inc.
MYALEPT		US	86043958	4607022	21-AUG-2013	16-SEP-2014	Aegerion Pharmaceuticals, Inc.
JUXTAPID		US	85981114	4512713	22-FEB-2013	08-APR-2014	Aegerion Pharmaceuticals, Inc.
JUXTAPID		US	85980934	4508190	14-DEC-2012	01-APR-2014	Aegerion Pharmaceuticals, Inc.
MYALEPT	MYALEPT	US	85484675	4589120	01-DEC-2011	19-AUG-2014	Aegerion Pharmaceuticals, Inc.
AEGERION PHARMACEUTICALS		US	85162494	3977343	27-OCT-2010	14-JUN-2011	Aegerion Pharmaceuticals, Inc.
AEGERION	AEGERION	US	78906083	3300046	12-JUN-2006	25-SEP-2007	Aegerion Pharmaceuticals, Inc.
AEGERION PHARMACEUTICALS, INC. (& SWOOSH DESIGN)		US	77283527	3448427	19-SEP-2007	17-JUN-2008	Aegerion Pharmaceuticals, Inc.

TRADEMARK

RECORDED: 04/06/2018

REEL: 006308 FRAME: 0864