

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEGERION PHARMACEUTICALS, INC.		03/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Agent for the Lenders		
Street Address:	500 Delaware Avenue		
Internal Address:	11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87177217	NOVELION THERAPEUTICS	
Serial Number:	87177235	NOVELION THERAPEUTICS	
Serial Number:	87072521	NOVELION THERAPEUTICS	
Serial Number:	87043469	NOVELION THERAPEUTICS	
Serial Number:	86786368	BYMYSIDE	
Serial Number:	86786387	BYMYSIDE	
Serial Number:	86235722	LOWER	
Serial Number:	86043958	MYALEPT	
Serial Number:	85981114	JUXTAPID	
Serial Number:	85980934	JUXTAPID	
Serial Number:	85484675	MYALEPT	
Serial Number:	85162494	AEGERION PHARMACEUTICALS	
Serial Number:	78906083	AEGERION	
Serial Number:	77283527	AEGERION PHARMACEUTICALS, INC.	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2165665945
Email: Thomas.Butchko@thompsonhine.com
Correspondent Name: Thomas R. Butchko, Esq.
Address Line 1: 127 Public Square, 3900 Key Center
Address Line 2: Thompson Hine LLP
Address Line 4: Cleveland, OHIO 44114-1291

NAME OF SUBMITTER:	Thomas R. Butchko
SIGNATURE:	/Thomas R. Butchko/
DATE SIGNED:	04/02/2018

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 AEGERION PHARMACEUTICALS, INC., a Delaware corporation (the “**Grantor**”), and Wilmington Savings Fund Society, FSB, a Delaware corporation, as agent for the Lenders (the “**Agent**”),

WHEREAS, pursuant to that certain 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, the Lenders party thereto and the Agent, the Lenders have 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 Lenders to enter into the Loan Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent 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 Agent, 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

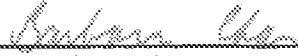
SECTION 6. Assignments. This Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Agent and its successors and permitted assigns under the Loan Agreement.

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

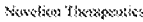
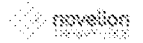

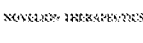
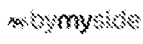


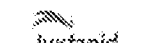

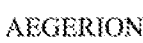

By: 
Name: Barbara Chan
Title: President

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent

By: 
Name: **Raye D. Goldsborough**
Title: **Assistant Vice President**

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		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.

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RECORDED: 04/02/2018

REEL: 006345 FRAME: 0614