

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aegerion Pharmaceuticals, Inc.		11/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Administrative Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4508190	JUXTAPID	
Registration Number:	4512713	JUXTAPID	
Registration Number:	5276666	LOWER	
Registration Number:	4589120	MYALEPT	
Registration Number:	4607022	MYALEPT	
Registration Number:	5237691	BYMYSIDE	
Registration Number:	5237690	BYMYSIDE	
Registration Number:	5381456	NOVELION THERAPEUTICS	
Registration Number:	5381517	NOVELION THERAPEUTICS	
Registration Number:	3300046	AEGERION	
Registration Number:	3977343	AEGERION PHARMACEUTICALS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		

CH \$290.00 4508190

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 062219-0000

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 11/08/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of November 8, 2018 (this “Agreement”), among AEGERION PHARMACEUTICALS, INC. (the “Pledgor”) and CANTOR FITZGERALD SECURITIES, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of November 8, 2018 (the “Collateral Agreement”), among AEGERION PHARMACEUTICALS, INC., a Delaware corporation, each other Subsidiary Loan Party party thereto and the Administrative Agent, pursuant to which the Pledgor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Pledgor agreed to execute and deliver this Agreement in order to record the security interest granted to the Administrative Agent with the USPTO. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Pledgor’s right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, together with (a) all renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, and (c) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Pledgor from its obligations under the Collateral Agreement pursuant to Section 7.15 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor

an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

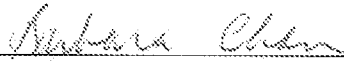
SECTION 7. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Agreement with the U.S. Patent and Trademark Office.

SECTION 8. Administrative Agent. Cantor Fitzgerald Securities is entering into this Agreement solely in its capacity as Administrative Agent. The rights, privileges and immunities of the Administrative Agent set forth in the Credit Agreement and the Guarantee and Collateral Agreement shall be incorporated into this Agreement as though fully set forth herein.

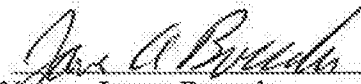
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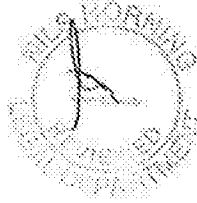
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

AEGERION PHARMACEUTICALS, INC., as Pledgor

By: 
Name: Barbara Chan
Title: President

CANTOR FITZGERALD SECURITIES, as
Administrative Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



[Signature Page to Trademark Security Agreement-Aegerion Pharmaceuticals]

TRADEMARK
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Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

<u>Owner/Applicant</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Date</u>
Aegerion Pharmaceuticals, Inc.	JUXTAPID	US	85/980,934	4,508,190	Registered	12/14/2012		4/1/2014
Aegerion Pharmaceuticals, Inc.	JUXTAPID LOGO	US	85/981,114	4,512,713	Registered	2/22/2013		4/8/2014
Aegerion Pharmaceuticals, Inc.	LOWER	US	86/235,722	5,276,666	Registered	3/28/2014	9/15/2015	8/29/2017
Aegerion Pharmaceuticals, Inc.	MYALEPT	US	85/484,675	4,589,120	Registered	12/1/2011	5/15/2012	8/19/2014
Aegerion Pharmaceuticals, Inc.	MYALEPT LOGO	US	86/043,958	4,607,022	Registered	8/21/2013	1/14/2014	9/16/2014
Aegerion Pharmaceuticals, Inc.	BYMYSIDE	US	86/786,387	5,237,691	Registered	10/13/2015	9/20/2016	7/4/2017
Aegerion Pharmaceuticals, Inc.	BYMYSIDE LOGO	US	86/786,368	5,237,690	Registered	10/13/2015	9/20/2016	7/4/2017
Aegerion Pharmaceuticals, Inc.	NOVELION THERAPEUTICS	US	87/043,469	5,381,456	Registered	5/19/2016	4/25/2017	1/16/2018
Aegerion Pharmaceuticals, Inc.	NOVELION THERAPEUTICS (LOGO)	US	87/072,521	5,381,517	Registered	6/15/2016	3/21/2017	1/16/2018
Aegerion Pharmaceuticals, Inc.	AEGERION	US	78/906,083	3,300,046	Registered	6/12/2007	1/23/2007	9/25/2007
Aegerion Pharmaceuticals, Inc.	AEGERION PHARMACEUTICALS (STYLIZED)	US	85/162,494	3,977,343	Registered	10/27/2010	3/29/2011	6/14/2011

TRADEMARK

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RECORDED: 11/08/2018