

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRONGBRIDGE IRELAND LIMITED		12/18/2018	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	STRONGBRIDGE DUBLIN LIMITED		
Street Address:	FITZWILLIAM HALL		
Internal Address:	SUITE 206, FITZWILLIAM PLACE		
City:	DUBLIN		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	Private Limited Company: IRELAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5237588	STRONGBRIDGE BIOPHARMA	
Serial Number:	86758862	CORYNTHIA	
Serial Number:	86865505	RECORLEV	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	215-851-8100		
Email:	cnye@reedsmith.com		
Correspondent Name:	MATTHEW P. FREDERICK, REED SMITH LLP		
Address Line 1:	1717 ARCH STREET, THREE LOGAN SQUARE		
Address Line 2:	SUITE 3100		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	MATTHEW P. FREDERICK		
SIGNATURE:	/Matthew P. Frederick/		
DATE SIGNED:	12/18/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of December 18, 2018, is made by STRONGBRIDGE IRELAND LIMITED ("**Assignor**"), a private limited company incorporated in Ireland, located at 900 Northbrook Drive, Suite 200, Treose, PA 19053, USA, in favor of STRONGBRIDGE DUBLIN LIMITED ("**Assignee**"), a private limited company incorporated in Ireland, located at Fitzwilliam Hall, Suite 206, Fitzwilliam Place, Dublin 2, Ireland.

WHEREAS, under the terms of the Intellectual Property Assignment Agreement dated as of December , 2018 ("**IP Assignment Agreement**") between Assignor and Assignee, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and under the IP Transfer Agreement that assigned the whole and entire right, title and interest in and to the ongoing and existing business connected to the Assigned Trademarks, together with any and all goodwill associated therewith, such that upon transfer of the Assigned Trademarks and the ongoing and existing business, Assignee will go on in real continuity with the past business;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

STRONGBRIDGE IRELAND LIMITED

By: 
Name: A. Brian Davis
Title: Director

AGREED TO AND ACCEPTED:

STRONGBRIDGE DUBLIN LIMITED

By: 
Name: A. Brian Davis
Title: Director

[Signature Page – Trademark Assignment]

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
STRONGBRIDGE BIOPHARMA	United States	5,237,588	Jul. 4, 2017

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
CORYNTHIA	United States	86/758,862	Sept. 16, 2015
RECORLEV	United States	86/865,505	Jan. 5, 2016