

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505917

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Horizon Pharma, Inc.		10/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Horizon Pharma USA, Inc.		
<b>Street Address:</b>	150 South Saunders Road		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3967638	HORIZON PHARMA	
<b>Serial Number:</b>	86498507	HORIZON PHARMA	
<b>Registration Number:</b>	4115724	RAYOS	
<b>Registration Number:</b>	4162441	RAYOS	
<b>Registration Number:</b>	4172965		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5037782200		
<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>			
<b>Phone:</b>	2062237047		
<b>Email:</b>	trademarks@lanepowell.com		
<b>Correspondent Name:</b>	Makiko Coffland		
<b>Address Line 1:</b>	601 S.W. Second Avenue, Suite 2100		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	126635.23,84,85,115,126		
<b>NAME OF SUBMITTER:</b>	Makiko Coffland		
<b>SIGNATURE:</b>	/Makiko Coffland/		
<b>DATE SIGNED:</b>	01/15/2019		
<b>Total Attachments: 5</b>			

OP \$140.00 3967638

source=Horizon - Trademark Assignment Agreement (HPI and HPUSA)#page1.tif  
source=Horizon - Trademark Assignment Agreement (HPI and HPUSA)#page2.tif  
source=Horizon - Trademark Assignment Agreement (HPI and HPUSA)#page3.tif  
source=Horizon - Trademark Assignment Agreement (HPI and HPUSA)#page4.tif  
source=Horizon - Trademark Assignment Agreement (HPI and HPUSA)#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into effective as of October 31, 2018 (the "Effective Time"), by and between **HORIZON PHARMA, INC.**, a Delaware corporation ("Assignor") and **HORIZON PHARMA USA, INC.**, a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Reference is made to that certain Agreement and Plan of Merger, dated as of the date hereof, by and between Assignor and Assignee, pursuant to which Assignor will merge with and into Assignee (the "Merger Agreement").

**WHEREAS**, Assignor is the owner of the trademark rights listed on Schedule I of this Agreement (the "Trademark Rights"); and

**WHEREAS**, Assignor desires to sell and transfer unto Assignee all of Assignor's rights, title and interest in and to the Trademark Rights in accordance with the Merger Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

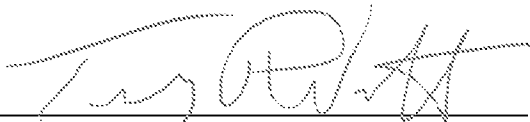
1. Conveyance. Effective as of the Effective Time, Assignor hereby assigns to Assignee all of Assignor's right, title and interest to the Trademark Rights in any country or region, and the goodwill associated with the Trademark Rights, together with the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the Trademark Rights, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Trademark Rights, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Trademark Rights. Assignor further authorizes the respective trademark office or governmental agency in each other jurisdiction to issue any and all trademarks or certificates of invention which may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance. Following the Effective Time, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Agreement.

4. Successors and Assigns. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.
5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.
6. Section Headings. The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
7. No Waiver. No modification, waiver or termination of this Agreement shall be binding unless executed in writing by each of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflicts or choice of law rule or principle (whether of the State of Delaware or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue therefor will be in the courts of the United States District Court for the District of Delaware, the Delaware Court of Chancery of the State of Delaware or, if the Delaware Court of Chancery declines jurisdiction, any other court of the State of Delaware, which will be deemed to be a convenient forum. Assignor and Assignee hereby expressly and irrevocably consent and submit to the jurisdiction of the state and federal courts in the State of Delaware.


*[Signatures appear on next page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the Effective Time.

**ASSIGNOR:  
HORIZON PHARMA, INC.**


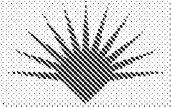
By:   
Name: Timothy Walbert  
Title: President and Chief Executive Officer

**ASSIGNEE:  
HORIZON PHARMA USA, INC.**

By:   
Name: Timothy Walbert  
Title: President and Chief Executive Officer

**SCHEDULE I**  
**TRADEMARK RIGHTS**

<b>Mark/Name</b>	<b>Country/Region</b>	<b>Application No./ Registration No.</b>
HORIZON PHARMA (IC 5)	Argentina	2796269
HORIZON PHARMA (IC 42)	Argentina	2796270
HORIZON PHARMA (IC 5)	Australia	1246793
HORIZON PHARMA (IC 42)	Australia	1247934
HORIZON PHARMA (IC 5)	Bermuda	54391
HORIZON PHARMA (IC 42)	Bermuda	54414
HORIZON PHARMA (IC 5)	Brazil	908948255
HORIZON PHARMA (IC 42)	Brazil	908950403
RAYOS	Canada	TMA851,325
HORIZON PHARMA (IC 42)	China	23445560
HORIZON PHARMA (IC 5)	Colombia	532996
HORIZON PHARMA (IC 42)	Colombia	1247934
HORIZON PHARMA (IC 5)	European Union	1246793
HORIZON PHARMA (IC 42)	European Union	1247934
HORIZON PHARMA (IC 5)	International Register	1246793
HORIZON PHARMA (IC 42)	International Register	1247934
HORIZON PHARMA (IC 42)	Japan	1247934
HORIZON PHARMA (IC 5)	S. Korea	1246793

Mark/Name	Country/Region	Application No./ Registration No.
HORIZON PHARMA (IC 42)	S. Korea	1247934
HORIZON PHARMA (IC 5)	Mexico	1612850
HORIZON PHARMA (IC 42)	Mexico	1247934
HORIZON PHARMA (IC 5)	Norway	1246793
HORIZON PHARMA (IC 5)	Switzerland	1246793
HORIZON PHARMA (IC 42)	Switzerland	1247934
HORIZON PHARMA (IC 5)	United States	3,967,638
HORIZON PHARMA (IC 42)	United States	86/498,507
RAYOS	United States	4,115,724
“RAYOS & Design” 	United States	4,162,441
“Sunrise Design” 	United States	4,172,965