

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Orphan LLC		03/11/2019	Limited Liability Company: DELAWARE
Horizon Therapeutics, LLC		03/11/2019	Limited Liability Company: DELAWARE
HZNP Limited		03/11/2019	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5681115	UCD IN COMMON	
Registration Number:	5587007	TRANSCENDRARE	
Registration Number:	5587005	TRANSCENDRARE	
Serial Number:	88176742	CYSTINOSIS UNITED	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	James.Murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$115.00 5681115

DATE SIGNED:	03/15/2019
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Total Attachments: 7

- source=02. Horizon -Trademark Security Agreement#page1.tif
- source=02. Horizon -Trademark Security Agreement#page2.tif
- source=02. Horizon -Trademark Security Agreement#page3.tif
- source=02. Horizon -Trademark Security Agreement#page4.tif
- source=02. Horizon -Trademark Security Agreement#page5.tif
- source=02. Horizon -Trademark Security Agreement#page6.tif
- source=02. Horizon -Trademark Security Agreement#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Horizon Orphan LLC
- 2. Horizon Therapeutics, LLC
- 3. HZNP Limited

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE; 3. Private Limited Company

Citizenship (see guidelines) 1 & 2. USA; 3. Ireland

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 11, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text

B. Trademark Registration No. (s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Elaine Carrera*
Signature

March 15, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") is made effective as of March 11, 2019, by and from HORIZON ORPHAN LLC, a Delaware limited liability company ("Horizon Orphan"), HZNP LIMITED, an Irish private company limited by shares ("HZNP") and HORIZON THERAPEUTICS, LLC, a Delaware limited liability company (together with Horizon Rheumatology and HZNP, each a "Grantor" and collectively, the "Grantors"), to and in favor of CITIBANK, N.A., as Administrative Agent and Collateral Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Horizon Pharma USA, Inc., a Delaware corporation, as borrower, the other Loan Parties (as defined in the Credit Agreement referenced below) from time to time party thereto, the Lenders (as defined in the Credit Agreement referenced below) from time to time party thereto and Grantee, have entered into a Credit Agreement dated as of May 7, 2015 (as amended by Amendment No. 1, dated as of October 25, 2016, as further amended by Amendment No. 2, dated as of March 29, 2017, as further amended by Amendment No. 3, dated as of October 23, 2017, as further amended by Amendment No. 4, dated as of October 19, 2018, as further amended by Amendment No. 5, dated as of March 11, 2019, and as further amended, restated, modified and supplemented prior to the date hereof, the "Credit Agreement").

WHEREAS, as of the date hereof, the Grantors are each party to the Credit Agreement, as Guarantors.

WHEREAS, the Grantors have entered into a U.S. Pledge and Security Agreement dated as of May 7, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement").

WHEREAS, each Grantor owns the trademarks listed opposite such Grantor's name on Schedule A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement has been executed in conjunction with the security interest granted under the U.S. Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the U.S. Security Agreement.

2) The Security Interest.

(a) This Trademark Security Agreement is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the occurrence of the Termination Date, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the applicable Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the U.S. Security Agreement and this Trademark Security Agreement.

(b) Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in (other than applications for trademarks or servicemarks filed in the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)) all of such Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (i) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including those listed on Schedule A hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

4) Recordation. The Grantors hereby authorize and request that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

5) Notwithstanding anything to the contrary set forth herein, this Trademark Security Agreement, the liens created hereby and the rights and remedies of the Grantee hereunder are subject to the terms and provisions of each Intercreditor Agreement (if any). In the event of any inconsistency between the provisions of this Trademark Security Agreement and any Intercreditor Agreement, the provisions of such Intercreditor Agreement shall supersede the provisions of this Trademark Security Agreement. If any Grantor shall pledge any assets or undertake any actions to perfect or protect any lien on any assets pledged in connection with the Collateral Documents or this Trademark Security Agreement, such Grantor may simultaneously pledge such assets or undertake such actions with respect to such assets as necessary to comply with the provisions set forth in any Intercreditor Agreement, without further request or consent by the Secured Parties. Any provision of this Trademark Security Agreement to the contrary notwithstanding, the Grantors shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of any Intercreditor Agreement.

IN WITNESS WHEREOF, the Grantors have executed this Trademark Security Agreement effective as of the date first written above.

HORIZON ORPHAN LLC
HORIZON THERAPEUTICS, LLC

By:  _____

Name: Paul W. Hoelscher

Title: Chief Financial Officer

HZNP LIMITED

By: _____

Name: Kevin Insley

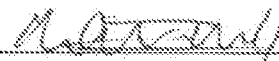
Title: Director

IN WITNESS WHEREOF, the Grantors have executed this Trademark Security Agreement effective as of the date first written above.

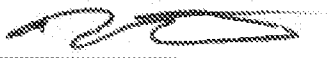
**HORIZON ORPHAN LLC
HORIZON THERAPEUTICS, LLC**


By: _____
Name: Paul W. Hoelscher
Title: Chief Financial Officer

HZNP LIMITED

By:  _____
Name: Kevin Insley
Title: Director

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

By: 
Name: Michael Tortora
Title: Vice President

By: 
Name: Michael Tortora
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006592 FRAME: 0227

Schedule A

Trademarks

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Horizon Therapeutics, LLC	UCD IN COMMON	87264111 12/09/2016	5681115 02/19/2019
2.	Horizon Orphan LLC	TRANSCENDRARE	87323920 02/03/2017	5587007 10/16/2018
3.	Horizon Orphan LLC	TRANSCENDRARE	87323889 02/03/2017	5587005 10/16/2018
4.	HZNP Limited	CYSTINOSIS UNITED	88176742 10/31/2018	Pending