

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement recorded on June 15, 2016, at Reel 005814, Frame 0505		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEGERION PHARMACEUTICALS, INC.		06/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NOVELION THERAPEUTICS INC.		
Street Address:	1800 - 510 West Georgia Street		
City:	VANCOUVER		
State/Country:	CANADA		
Postal Code:	BC V6B 0M3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4589120	MYALEPT	
Registration Number:	4607022	MYALEPT	
Registration Number:	5237690	BYMYSIDE	
Registration Number:	5237691	BYMYSIDE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	patentadmin@clarkelbing.com		
Correspondent Name:	CLARK+ELBING LLP		
Address Line 1:	101 FEDERAL STREET, 15TH FLOOR		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Richard Todd Armstrong		
SIGNATURE:	/Todd Armstrong/		
DATE SIGNED:	09/19/2019		
Total Attachments: 13			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM387970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEGERION PHARMACEUTICALS, INC.		06/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	QLT INC.		
Street Address:	887 Great Northern Way		
Internal Address:	Suite 250		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V5T 4T5		
Entity Type:	Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4589120	MYALEPT	
Registration Number:	4607022	MYALEPT	
Serial Number:	85484680	LEPTREEV	
Serial Number:	85484672	MYMLEP	
Serial Number:	85484679	PAZLEP	
Serial Number:	86786387	BYMYSIDE	
Serial Number:	86786368	BYMYSIDE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8247		
Email:	juan.arias@weil.com		
Correspondent Name:	H.T. Flanagan		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	H.T. Flanagan		

CH \$190.00 4589120

SIGNATURE:	/H.T. Flanagan/
DATE SIGNED:	06/15/2016
Total Attachments: 5 source=Project Athena Trademark#page1.tif source=Project Athena Trademark#page2.tif source=Project Athena Trademark#page3.tif source=Project Athena Trademark#page4.tif source=Project Athena Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 14, 2016 (this "Agreement"), by and among AGERION PHARMACEUTICALS, INC., a Delaware corporation (the "Grantor") and QLT, INC., a corporation incorporated under the laws of British Columbia ("QLT").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 13, 2016 (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 and QLT, QLT has 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 QLT to enter into the Loan Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with QLT 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 QLT, 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, in each case solely relating to Myalept Intellectual Property (collectively, the "Trademark Collateral"):

- A. all Trademarks 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 THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

SECTION 3. *Security Agreement.* The security interests granted to QLT herein are granted in furtherance, and not in limitation of, the security interests granted to QLT pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of QLT 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 QLT 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: Gregory D. Perry
Title: Chief Financial Officer

QLT, INC.

By:  _____

Name: Glen Ibbott
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005814 FRAME: 0504
TRADEMARK
REEL: 006749 FRAME: 0241

SCHEDULE I

TRADEMARKS

Trademark	Status	Country	Application No. / Registration No.
MYALEPT	Registered	United States	85/484,675
			4,589,120
MYALEPT LOGO	Registered	United States	86/043,958
LEPTREEV	Abandoned	United States	4,607,022
MYMLEP	Abandoned	United States	85/484,680
PAZLEP	Abandoned	United States	85/484,672
BYMYSIDE	Pending	United States	85/484,679
BYMYSIDE LOGO	Pending	United States	86/786,387
			86/786,368

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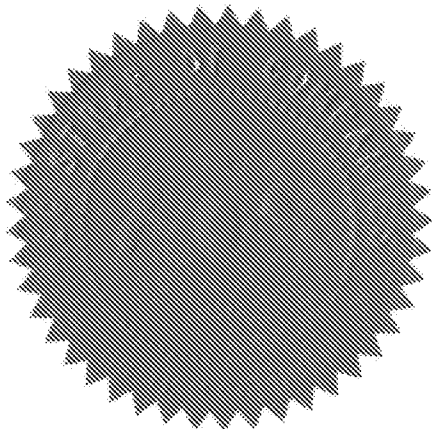
RECORDED: 06/15/2016

TRADEMARK
REEL: 005814 FRAME: 0505
TRADEMARK
REEL: 006749 FRAME: 0242



BUSINESS CORPORATIONS ACT

I Hereby Certify that the documents annexed hereto and relating to **NOVELION THERAPEUTICS INC.** are true copies of the documents on file with the Registrar of Companies.



*Issued under my hand and Seal of Office
at Victoria, British Columbia,
on March 14, 2018*

Handwritten signature of Carol Prest.

CAROL PREST
Registrar of Companies
PROVINCE OF BRITISH COLUMBIA
CANADA

DUPLICATE

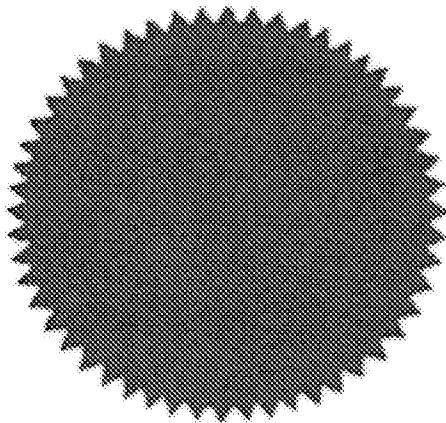
Number: BC0698743



**CERTIFICATE
OF
CHANGE OF NAME**

BUSINESS CORPORATIONS ACT

I Hereby Certify that QLT INC. changed its name to NOVELION THERAPEUTICS INC. on November 29, 2016 at 09:16 AM Pacific Time.



*Issued under my hand at Victoria, British Columbia
On November 29, 2016*

A handwritten signature in cursive script, appearing to read "Carol Prest".

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

TRADEMARK
REEL: 006209 FRAME: 0273



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Alteration

FORM 11
BUSINESS CORPORATIONS ACT
Section 257

Filed Date and Time: November 29, 2016 09:16 AM Pacific Time

Alteration Date and Time: Notice of Articles Altered on November 29, 2016 09:16 AM Pacific Time

NOTICE OF ALTERATION

Incorporation Number:

BC0698743

Name of Company:

QLT INC.

Name Reservation Number:

NR2156925

Name Reserved:

NOVELION THERAPEUTICS INC.

ALTERATION EFFECTIVE DATE:

The alteration is to take effect at the time that this application is filed with the Registrar.

CHANGE OF NAME OF COMPANY

From:

QLT INC.

To:

NOVELION THERAPEUTICS INC.



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Notice of Articles

BUSINESS CORPORATIONS ACT

This Notice of Articles was issued by the Registrar on: November 29, 2016 09:16 AM Pacific Time

Incorporation Number: BC0698743

Recognition Date and Time: July 1, 2004 12:01 AM Pacific Time as a result of an Amalgamation

NOTICE OF ARTICLES

Name of Company:

NOVELION THERAPEUTICS INC.

REGISTERED OFFICE INFORMATION

Mailing Address:

SUITE 2600, OCEANIC PLAZA
1066 WEST HASTINGS STREET
VANCOUVER BC V6E 3X1
CANADA

Delivery Address:

SUITE 2600, OCEANIC PLAZA
1066 WEST HASTINGS STREET
VANCOUVER BC V6E 3X1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

SUITE 2600, OCEANIC PLAZA
1066 WEST HASTINGS STREET
VANCOUVER BC V6E 3X1
CANADA

Delivery Address:

SUITE 2600, OCEANIC PLAZA
1066 WEST HASTINGS STREET
VANCOUVER BC V6E 3X1
CANADA

DIRECTOR INFORMATION**Last Name, First Name, Middle Name:**

Cox, Geoffrey F.

Mailing Address:

480 BEACON STREET #1
BOSTON MA 02115
UNITED STATES

Delivery Address:

480 BEACON STREET #1
BOSTON MA 02115
UNITED STATES

Last Name, First Name, Middle Name:

Sabba, Stephen L.

Mailing Address:

KNOTT PARTNERS, LP
485 UNDERHILL BLVD.
SYOSSET NY 11791 3419
UNITED STATES

Delivery Address:

KNOTT PARTNERS, LP
485 UNDERHILL BLVD.
SYOSSET NY 11791 3419
UNITED STATES

Last Name, First Name, Middle Name:

Kozarich, John

Mailing Address:

6999 ROYAL BIRKDALE PLACE
RANCHO SANTA FE CA 92067
UNITED STATES

Delivery Address:

P.O. BOX 675758
RANCHO SANTA FE CA 92067
UNITED STATES

Last Name, First Name, Middle Name:

Thomas JR., John C.

Mailing Address:

286 SOUTH MAIN STREET
SUITE 200
ALPHARETTA GA 30009
UNITED STATES

Delivery Address:

286 SOUTH MAIN STREET
SUITE 200
ALPHARETTA GA 30009
UNITED STATES

Last Name, First Name, Middle Name:

Aryeh, Jason M.

Mailing Address:

887 GREAT NORTHERN WAY, SUITE 250
VANCOUVER BC V5T 4T5
CANADA

Delivery Address:

887 GREAT NORTHERN WAY, SUITE 250
VANCOUVER BC V5T 4T5
CANADA

Last Name, First Name, Middle Name:

Meckler, Jeffrey

Mailing Address:

887 GREAT NORTHERN WAY, SUITE 250
VANCOUVER BC V5T 4T5
CANADA

Delivery Address:

887 GREAT NORTHERN WAY, SUITE 250
VANCOUVER BC V5T 4T5
CANADA

RESOLUTION DATES:

Date(s) of Resolution(s) or Court Order(s) attaching or altering Special Rights and Restrictions attached to a class or a series of shares:

May 25, 2005
March 21, 2016
March 21, 2016

AUTHORIZED SHARE STRUCTURE

1.	500,000,000	Common Shares	Without Par Value Without Special Rights or Restrictions attached
2.	5,000,000	First Preference Shares	Without Par Value With Special Rights or Restrictions attached