900516547

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM542337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aegerion Pharmaceuticals, Inc.		09/24/2019	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:

900516547

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.

Phone: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras Address Line 1: 330 North Wabash

TRADEMARK

REEL: 006753 FRAME: 0635

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 062219.0001

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 09/24/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of September 24, 2019 (this "Agreement"), between AEGERION PHARMACEUTICALS, INC., a Delaware corporation (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 September 24, 2019 (the "Collateral Agreement"), among AEGERION PHARMACEUTICALS, INC., a Delaware corporation, AMRYT PHARMA HOLDINGS PLC, a company incorporated in England and Wales with company number 12107859 (to be renamed on or around the date hereof, as AMRYT PHARMA PLC), each 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 United States Patent and Trademark Office. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. 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 and acceptance 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. <u>Collateral Agreement</u>. 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. <u>Termination</u>. 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. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile transmission or other electronic transmission (including a .pdf or .tif copy) of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement; provided that original signatures shall be promptly delivered thereafter, it being understood that the failure to request or deliver the same shall not limit the effectiveness of this Agreement or any signature delivered by facsimile or electronic transmission.

SECTION 6. <u>Governing Law.</u> THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 7. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

SECTION 8. <u>Administrative Agent</u>. 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.

[Remainder of this page intentionally left blank]

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

AEGERION PHARMACEUTICALS, INC., as Pledgor

By:

Title

Signature Page to Trademark Security Agreement

CANTOR FITZGERALD SECURITIES, as Administrative Agent

Name: James Buccola

Title: Head of Fixed Income

*

Signature Page to Trademark Security Agreement (Acyria)

Schedule I to the Trademark Security Agreement

TRADEMARK COLLATERAL

Owner/ Applicant	Mark	<u>ction</u>	Application No.	Registration No.	Status	Filing Date	Publication <u>Date</u>	Registration Date
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,	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	$\overline{\mathrm{US}}$	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)	$\overline{\mathrm{US}}$	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