

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amryt Research Limited		09/24/2019	Company: IRELAND
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: 1			
Property Type	Number	Word Mark	
Serial Number:	88470837	FILSUVEZ	
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>			
Phone:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 North Wabash		
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: 5			
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TRADEMARK SECURITY AGREEMENT dated as of September 24, 2019 (this “Agreement”), between AMRYT RESEARCH LIMITED, a company organized under the laws of Ireland (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. Terms. 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. Collateral Agreement. 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. Termination. 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. Counterparts. 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. Governing Law. 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. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Agreement with the United States Patent and Trademark Office.

SECTION 8. Administrative Agent. 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]

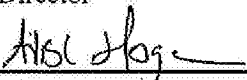
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

AMRYT RESEARCH LIMITED, as a Pledgor

Given under the common seal of AMRYT RESEARCH LIMITED and DELIVERED as a DEED



Director



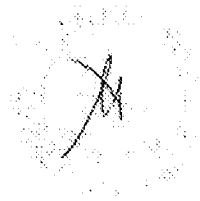
Director/ Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006753 FRAME: 0668

CANTOR FITZGERALD SECURITIES,
as Administrative Agent

By: *Michael Duquette*
Name: *Michael Duquette*
Title: *COO, Fixed Income*



Signature Page to Trademark Security Agreement
(Agreement)

TRADEMARK
REEL: 006753 FRAME: 0669

Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

Owner/ Applicant	Mark	Jurisdiction	Application No.	Registration No.	Status	Filing Date	Publication Date	Registration Date
Amryt Research Limited	FILSUYEZ	US	88470837 (Serial Number)		Registered	June 12, 2019		

TRADEMARK

REEL: 006753 FRAME: 0670

RECORDED: 09/24/2019