

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553912

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Horizon Pharma Rheumatology LLC		12/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	390 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5909837	EVOLUTION OF GOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com, ecarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	12/18/2019		
<b>Total Attachments: 6</b>			
source=23. Horizon (Amendment No. 7) - Trademark Security Agreement#page1.tif			
source=23. Horizon (Amendment No. 7) - Trademark Security Agreement#page2.tif			
source=23. Horizon (Amendment No. 7) - Trademark Security Agreement#page3.tif			
source=23. Horizon (Amendment No. 7) - Trademark Security Agreement#page4.tif			

OP \$40.00 5909837

source=23. Horizon (Amendment No. 7) - Trademark Security Agreement#page5.tif

source=23. Horizon (Amendment No. 7) - Trademark Security Agreement#page6.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):**

Horizon Pharma Rheumatology LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 18, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**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

See Schedule A

B. Trademark Registration No.(s)

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:**

1

**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

Elaine Carrera

Name of Person Signing

December 18, 2019

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall 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 December 18, 2019, by and from Horizon Pharma Rheumatology LLC, a Delaware limited liability company (the "Grantor"), 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 Therapeutics 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, as further amended by Amendment No. 6, dated as of May 22, 2019, as further amended by Amendment No. 7, dated as of December 18, 2019, and as further amended, restated, modified and supplemented prior to the date hereof, the "Credit Agreement").

WHEREAS, as of the date hereof, the Grantor is party to the Credit Agreement, as a Guarantor.

WHEREAS, the Grantor has 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, the Grantor owns the trademarks listed opposite the 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 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) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (i) any and all trademarks and trademark applications, including those listed on Schedule A hereto; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) 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.**

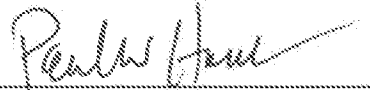
4) Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

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 the 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, the 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 Grantor 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 Grantor has executed this Trademark Security Agreement effective as of the date first written above.

**Horizon Pharma Rheumatology LLC**

By: 

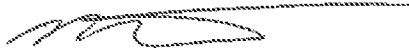
Name: Paul W. Hoelscher

Title: Chief Financial Officer

[Signature Page -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006819 FRAME: 0564**

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

By:   
Name: Michael Tortora  
Title: Managing Director & Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006819 FRAME: 0565**

Trademarks

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Horizon Pharma Rheumatology LLC	EVOLUTION OF GOUT	88117954 09/14/2018	5909837 11/12/2019