

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Therapeutics Ireland DAC		08/17/2020	Designated Activity 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: 3			
Property Type	Number	Word Mark	
Serial Number:	90057062		
Serial Number:	88796087		
Serial Number:	88216781	TEPEZZA	
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:	Michael.Violet@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/		
DATE SIGNED:	08/17/2020		
Total Attachments: 6			
source=19. Horizon (2020 Incremental) - Trademark Security Agreement#page1.tif			
source=19. Horizon (2020 Incremental) - Trademark Security Agreement#page2.tif			

OP \$90.00 90057062

source=19. Horizon (2020 Incremental) - Trademark Security Agreement#page3.tif
source=19. Horizon (2020 Incremental) - Trademark Security Agreement#page4.tif
source=19. Horizon (2020 Incremental) - Trademark Security Agreement#page5.tif
source=19. Horizon (2020 Incremental) - Trademark Security Agreement#page6.tif

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 August 17, 2020, by and from HORIZON THERAPEUTICS IRELAND DAC, an Irish designated activity 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 THERAPEUTICS IRELAND DAC

By: 
Name: Patrick McIlvenny
Title: Director

{Signature Page to Trademark Security Agreement}

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

By: 
Name: Michael Tortora
Title: Vice President

Trademarks and Applications

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Horizon Therapeutics Ireland DAC	DESIGN ONLY	90057062 07/16/2020	
2.	Horizon Therapeutics Ireland DAC	DESIGN ONLY	88796087 02/13/2020	
3.	Horizon Therapeutics Ireland DAC	TEPEZZA	88216781 12/04/2018	6030208 04/07/2020