

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		10/06/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Horizon Therapeutics USA, Inc.		
Street Address:	1 Horizon Way		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5909837	EVOLUTION OF GOUT	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	019095.00083 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	10/06/2023		
Total Attachments: 4			
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OP \$40.00 5909837

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 6, 2023 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Administrative Agent and Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Pledge and Security Agreement, dated as of May 7, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Administrative Agent and Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 18, 2019 (the “December 2019 Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the December 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 18, 2019 at Reel/Frame 6819/0559.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:


1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the December 2019 Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby irrevocably releases, discharges, terminates and cancels all of its security interest in all of the Grantor’s right, title and interest, wherever located, in and to: (i) any and all trademarks and trademark applications granted in connection with the December 2019 Trademark Security Agreement, including those listed on Schedule 1 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 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. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the December 2019 Trademark Security Agreement.
4. Recordation. The Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.
5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A., acting in its capacity as
Administrative Agent and Collateral Agent

By: 
Name: Kevin Ciok
Title: Vice President

GRANTOR:

HORIZON THERAPEUTICS USA, INC.¹

¹ NTD: Horizon Pharma Rheumatology LLC merged with and into Horizon Therapeutics USA, Inc.

SCHEDULE 1

TRADEMARKS

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