

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3918738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AEGERION PHARMACEUTICALS, INC.	06/14/2016
RECEIVING PARTY DATA	
Name:	QLT INC.
Street Address:	887 GREAT NORTHERN WAY
Internal Address:	SUITE 250
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V5T 4T5
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	14703523
Application Number:	14800537
Application Number:	14129793
Application Number:	14837705
Application Number:	62154906
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<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:	212.310.8247
Email:	juan.arias@weil.com
Correspondent Name:	H.T. FLANAGAN
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	767 FIFTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10153
NAME OF SUBMITTER:	H.T. FLANAGAN
SIGNATURE:	/H.T. Flanagan/
DATE SIGNED:	06/15/2016
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of June 14, 2016 (this "Agreement"), by and among AEGERION PHARMACEUTICALS, INC., a Delaware corporation (the "Grantor") and QLT, INC., a corporation incorporated under the laws of British Columbia ("QLT").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Loan Agreement"), by and among the Grantor and QLT, QLT has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has agreed to grant a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce QLT to enter into the Loan Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with QLT as follows:

SECTION 1. *Terms.* Except as set forth below, capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and the plural forms of the terms defined:

"Patent Collateral" shall have the meaning assigned to such term in Section 2 herein.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by the Grantor or that the Grantor otherwise has the right to license, is in existence, or granting to the Grantor any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any third party, is in existence, and all rights of the Grantor under any such agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Loan Agreement, did and hereby does pledge and grant to QLT, its successors and permitted assigns, a continuing security interest in all right, title or interest in, to or under all of the following assets, license or other rights, whether now or at any time hereafter owned or acquired by, or arising in favor of, such Grantor, in each case solely relating to Myalept Intellectual Property (collectively, the "Patent Collateral"):

- A. all Patents listed on Schedule I hereto;
- B. all Patent Licenses identified on Schedule I hereto;
- C. all renewals and extensions of the Patents and Patent Licenses in clauses (A)-(B);
- D. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligations, to sue and collect damages for said use or infringement of any Patents and Patent Licenses identified in clauses (A)-(B) of this Section 2; and

E. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

SECTION 3. *Loan Agreement.* The security interests granted to QLT herein are granted in furtherance, and not in limitation of, the security interests granted to QLT pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of QLT with respect to the Patent Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Agreement is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. *Severability.* In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

SECTION 6. *Assignments.* This Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of QLT and its successors and permitted assigns under the Loan Agreement.

SECTION 7. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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


AEGERION PHARMACEUTICALS, INC., as Grantor

By: 
Name: Gregory D. Perry
Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 039024 FRAME: 0969

QLT, INC.

By: _____

Name: Glen Ibbott

Title: Chief Financial Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 039024 FRAME: 0970

SCHEDULE I

PATENTS

Case Type	App Number	Application Status	Country Name
CON	14/703523	Published	United States
CON	14/800537	Pending	United States
PCT	14/129,793	Abandoned	United States
CON	14/837705	Pending	United States
PRO	62/154906	Unpublished	United States

PATENT LICENSES

1. License Agreement between Amylin Pharmaceuticals, Inc. and Amgen Inc., dated February 7, 2006, as amended, supplemented or otherwise modified from time to time.
2. Material Cooperative Research and Development Agreement between the National Institutes of Diabetes and Digestive and Kidney Disease, an Institute of the National Institutes of Health, and Amgen Inc., ratified June 20, 2000, as amended by Amendment No. 1, signed October 31, 2001, and Amendment No. 2, dated March 27, 2003, and as amended, supplemented or otherwise modified from time to time.
3. Clinical Research Grant Agreement between the University of Texas Southwestern Medical Center at Dallas and Amgen Inc., dated July 24, 2000, as amended by Amendment No. 1, dated January 31, 2002, and as amended, supplemented or otherwise modified from time to time.
4. License Agreement between Shionogi & Co., Ltd and Amylin Pharmaceuticals, Inc., dated July 8, 2009, as amended, supplemented or otherwise modified from time to time.
5. Letter Agreement between Amylin Pharmaceuticals, LLC and the University of Texas Southwestern Medical Center, dated December 23, 2014, as amended, supplemented or otherwise modified from time to time.