

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4903932

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
AEGERION PHARMACEUTICALS, INC.		03/29/2018
RECEIVING PARTY DATA		
Name:	NOVELION THERAPEUTICS INC.	
Street Address:	1800-510 WEST GEORGIA STREET	
City:	VANCOUVER	
State/Country:	BRITISH COLUMBIA	
Postal Code:	V6B 0M3	
PROPERTY NUMBERS Total: 21		
Property Type	Number	
Patent Number:	9879063	
Application Number:	14800537	
Application Number:	14703523	
Application Number:	14486608	
Application Number:	14129793	
Application Number:	13911544	
Application Number:	13852671	
Application Number:	13852521	
Application Number:	13444519	
Application Number:	13110697	
Application Number:	13182073	
Application Number:	12976002	
Application Number:	12975987	
Application Number:	12646146	
Application Number:	12572860	
Application Number:	12197621	
Application Number:	12090539	
Application Number:	11962383	
Application Number:	11582833	
Application Number:	11582835	

PATENT

Property Type	Number
Application Number:	11582876

CORRESPONDENCE DATA

Fax Number: (617)977-9458
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.

Phone: 6175708186
Email: mwoodbury@goodwinlaw.com
Correspondent Name: MARIA WOODBURY
Address Line 1: 100 NORTHERN AVE
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	136665-266134
NAME OF SUBMITTER:	MARIA WOODBURY
SIGNATURE:	/s/ Maria Woodbury
DATE SIGNED:	04/06/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of March 29, 2018 (this “**Agreement**”), by and among NOVELION THERAPEUTICS INC., a corporation incorporated under the laws of British Columbia (the “**Lender**”), and AEGERION PHARMACEUTICALS, INC., a Delaware corporation (the “**Grantor**”),

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of March 15, 2018 (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 the Lender, the Lender 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 the Lender to enter into the Loan Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Lender 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 tem 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 the Lender, 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 (collectively, the “**Patent Collateral**”):

- A. all Patents, including, without limitation, those listed on Schedule I hereto;
- B. all Patent Licenses, including, without limitation, those 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 the Lender herein are granted in furtherance, and not in limitation of the security interests granted to the Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 the Lender 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: Barbara Chan
Name: Barbara Chan
Title: President

NOVELION THERAPEUTICS, INC.

By 

Name: Michael Price

Title: Chief Financial Officer

SCHEDULE I

PATENTS

Publication Number	Title	Application Number	Application Date	Publication Date	Owner
US9879063B2	Engineered polypeptides having enhanced duration of action and reduced immunogenicity	US14837705A	2015-08-27	2018-01-30	Aegerion Pharmaceuticals, Inc.
US20160207974 A1	ENGINEERED POLYPEPTIDES HAVING ENHANCED DURATION OF ACTION AND REDUCED IMMUNOGENICITY	US14837705A	2015-08-27	2016-07-21	Aegerion Pharmaceuticals, Inc.
US20160137709 A1	ENGINEERED POLYPEPTIDES HAVING ENHANCED DURATION OF ACTION	US14800537A	2015-07-15	2016-05-19	Aegerion Pharmaceuticals, Inc.
US20160083446 A1	HIGHLY SOLUBLE LEPTINS	US14703523A	2015-05-04	2016-03-24	Aegerion Pharmaceuticals, Inc.
US20150182515 A1	METHODS FOR TREATING OBESITY AND DISORDERS ASSOCIATED WITH HYPERLIPIDEMIA IN A MAMMAL	US14486608A	2014-09-15	2015-07-02	Aegerion Pharmaceuticals, Inc.
US20140256621 A1	ENGINEERED POYPEPTIDES HAVING ENHANCED DURATION OF ACTION AND REDUCED IMMUNOGENICITY	US14129793A	2014-04-03	2014-09-11	Aegerion Pharmaceuticals, Inc.
US20140148476 A1	METHODS FOR TREATING OBESITY AND DISORDERS ASSOCIATED WITH HYPERLIPIDEMIA IN A MAMMAL	US13911544A	2013-06-06	2014-05-29	Aegerion Pharmaceuticals, Inc.
US20130274182 A1	ENGINEERED POLYPEPTIDES HAVING ENHANCED	US13852671A	2013-03-28	2013-10-17	Aegerion Pharmaceuticals,

	DURATION OF ACTION				Inc.
US20130203661 A1	HIGHLY SOLUBLE LEPTINS	US13852521A	2013-03-28	2013-08-08	Aegerion Pharmaceuticals, Inc.
US20130102635 A1	Methods for Treating Disorders Associated with Hyperlipidemia in a Mammal	US13444519A	2012-04-11	2013-04-25	Aegerion Pharmaceuticals, Inc.
US20120071458 A1	METHODS FOR TREATING OBESITY	US13110697A	2011-05-18	2012-03-22	Aegerion Pharmaceuticals, Inc.
US20120035204 A1	Methods for Treating Obesity and Disorders Associated with Hyperlipidemia in a Mammal	US13182073A	2011-07-13	2012-02-09	Aegerion Pharmaceuticals, Inc.
US20110288110 A1	METHODS FOR TREATING DISORDERS ASSOCIATED WITH HYPERLIPIDEMIA IN A MAMMAL	US201097600 2A	2010-12-22	2011-11-24	Aegerion Pharmaceuticals, Inc.
US20110288064 A1	METHODS FOR TREATING DISORDERS ASSOCIATED WITH HYPERLIPIDEMIA IN A MAMMAL	US201097598 7A	2010-12-22	2011-11-24	Aegerion Pharmaceuticals, Inc.
US20100273829 A1	Methods for Treating Disorders Associated with Hyperlipidemia in a Mammal	US200964614 6A	2009-12-23	2010-10-28	Aegerion Pharmaceuticals, Inc.
US20100226886 A1	Combinations of MTP Inhibitors with Cholesterol Absorption Inhibitors or Interferon for Treating Hepatitis C	US200957286 0A	2009-10-02	2010-09-09	Aegerion Pharmaceuticals, Inc.
US20090054393 A1	METHODS FOR TREATING DISORDERS ASSOCIATED WITH HYPERLIPIDEMIA IN A MAMMAL	US200819762 1A	2008-08-25	2009-02-26	Aegerion Pharmaceuticals, Inc.

US20080253985 A1	Compositions for Lowering Serum Cholesterol and/or Triglycerides	US200890539 A	2008-06-27	2008-10-16	Aegerion Pharmaceuticals, Inc.
US20080161279 A1	Methods of Treating Obesity	US200796238 3A	2007-12-21	2008-07-03	Aegerion Pharmaceuticals, Inc.
US20070093527 A1	Methods for treating disorders associated with hyperlipidemia in a mammal	US200658283 3A	2006-10-18	2007-04-26	Aegerion Pharmaceuticals, Inc.
US20070093468 A1	Methods for treating disorders associated with hyperlipidemia in a mammal	US200658283 5A	2006-10-18	2007-04-26	Aegerion Pharmaceuticals, Inc.
US20070088089 A1	Methods for treating disorders associated with hyperlipidemia in a mammal	US200658287 6A	2006-10-18	2007-04-19	Aegerion Pharmaceuticals, Inc.

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.

6. Public Health Service Patent License Agreement between National Institutes of Health and Aegerion Pharmaceuticals, Inc., dated as of February 2017, as amended, supplemented or otherwise modified from time to time.
7. Patent License Agreement between the Trustees of the University of Pennsylvania and Aegerion Pharmaceuticals, Inc., dated May 19, 2006, as amended, supplemented or otherwise modified from time to time.
8. Agreement for an Exclusive License and Transfer of Certain Assets in respect of a product known as lomitapide between Aegerion Pharmaceuticals, Inc., Amryt Lipidology Limited and Amryt Pharmaceuticals Designated Activity Company, dated as of December 2016, as amended, supplemented or otherwise modified from time to time.
9. License Agreement between The Regents of the University of California and Amgen, Inc., dated July 13, 2005.
10. Bristol-Meyers Squibb and Aegerion Amended and Restated Stock and Asset Purchase Agreement and the Stock Purchase Agreement, dated January 31, 2014.