

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WILMINGTON SAVINGS FUND SOCIETY, FSB	11/08/2018
RECEIVING PARTY DATA	
Name:	AEGERION PHARMACEUTICALS, INC.
Street Address:	ONE MAIN STREET, SUITE 800
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14703523
Application Number:	14800537
Patent Number:	9879063
CORRESPONDENCE DATA	
Fax Number:	(212)728-8111
<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>	
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Correspondent Name:	SHOSHANA SCHOENFELD C/O WILLKIE FARR & GALLAGHER
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Address Line 4:	NEW YORK, NEW YORK 10019
NAME OF SUBMITTER:	SHOSHANA SCHOENFELD
SIGNATURE:	/Shoshana Schoenfeld/
DATE SIGNED:	11/12/2018
Total Attachments: 6	
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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of November 8, 2018 (the “Effective Date”), is made by Wilmington Savings Fund Society, FSB, as agent for the Lenders (the “Agent”), in favor of Aegerion Pharmaceuticals, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of March 15, 2018, 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, as agent for the Lenders, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Patent Security Agreement, dated as of March 29, 2018 (the “Patent Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2018 at 046087/0756 and on September 24, 2018 at Reel/Frame 047130/0176;

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 Patent Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Patent Collateral, including but not limited to the patents and patent licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Patent Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Patent Collateral under the Patent Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreement.
4. 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, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release 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 Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.


6. 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 Release 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.

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

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

**WILMINGTON SAVINGS FUND SOCIETY,
FSB**, not in its individual capacity, solely as
Agent

By:  _____

Name:

Title:

Raye D. Goldsborough
Assistant Vice President

GRANTOR:

AEGERION PHARMACEUTICALS, INC.

By: *Barbara Chan*
Name: Barbara Chan
Title: President

SCHEDULE I

PATENTS

Patent/Publication Number	Title	Application Number	Application Date	Owner/Applicant
20160083446	Highly Soluble Leptins	14/703523	2015-05-04	Aegerion Pharmaceuticals, Inc.
20160137709	Engineered Polypeptides Having Enhanced Duration of Action	14/800537	2015-07-15	Aegerion Pharmaceuticals, Inc.
9879063	Engineered Polypeptides Having Enhanced Duration of Action and Reduced Immunogenicity	14/837705	2015-08-27	Aegerion Pharmaceuticals, Inc.

PATENT LICENSES

1. License Agreement between Shionogi & Co., Ltd and Amylin Pharmaceuticals, Inc., dated July 8, 2009, as amended, supplemented or otherwise modified from time to time.
2. 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.
3. Agreement for an Exclusive License and Transfer of Certain Assets in respect of a product known as Iomitapide 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.
4. License Agreement between The Regents of the University of California and Amgen, Inc., dated July 13, 2005.

5. Bristol-Meyers Squibb and Aegerion Amended and Restated Stock and Asset Purchase Agreement and the Stock Purchase Agreement, dated January 31, 2014.