### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM468168

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STRONGBRIDGE IRELAND LIMITED		03/31/2018	Private Limited Company: IRELAND

### **RECEIVING PARTY DATA**

Name:	CRG SERVICING LLC, AS ADMINISTRATIVE AGENT	
Street Address:	1000 MAIN STREET, SUITE 2500	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77002	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	86701398	STRONGBRIDGE BIOPHARMA
Serial Number:	86865505	RECORLEV

### **CORRESPONDENCE DATA**

Fax Number: 8585506420

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: (858) 550-6412 Email: lortiz@cooley.com

LISA ORTIZ **Correspondent Name:** 

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	321831-134
NAME OF SUBMITTER:	LISA ORTIZ
SIGNATURE:	/LISA ORTIZ/
DATE SIGNED:	04/02/2018

### **Total Attachments: 5**

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> **TRADEMARK** REEL: 006345 FRAME: 0742

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# AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Dated as of: March 31, 2018

WHEREAS, CORTENDO AB (PUBL), an Swedish public limited company (the "Swedish Borrower"), and STRONGBRIDGE IRELAND LIMITED, a private limited company incorporated under the laws of Ireland (the "Grantor"), are parties to that certain Security Agreement, dated as of July 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), with the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the "Administrative Agent"), pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its personal property, including without limitation the IP Collateral (as defined below);

WHEREAS, the Swedish Borrower is party to the Patent and Trademark Security Agreement, dated as of July 14, 2017 (the "*Patent and Trademark Security Agreement*"), which was recorded with the United States Patent and Trademark Office at Reel/Frame 043012/0145 and Reel/Frame 6106/0161;

WHEREAS, pursuant to certain agreements among, among others, the Swedish Borrower and the Grantor, the Swedish Borrower has transferred all of its right, title and interest in, to and under certain of its assets to the Grantor; and

WHEREAS, it is a condition to the obligations secured by the Security Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Amended and Restated Patent and Trademark Security Agreement (this "Amended and Restated Patent and Trademark Security Agreement") to reflect and reaffirm the continuing security interest of the Administrative Agent in the IP Collateral.

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

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement) (collectively, the "IP Collateral"):

(i) all patents and patent applications, in each case whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, including the inventions and

improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Amended and Restated Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

The Grantor hereby ratifies, confirms, reaffirms and acknowledges its obligations under the Security Agreement and the grant of a security interest thereunder.

This Amended and Restated Patent and Trademark Security Agreement amends and restates, and replaces in its entirety, the Patent and Trademark Security Agreement.

This Amended and Restated Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

STRONGBRIDGE IRELAND LIMITED, as

Grantor

By:

Name: Stephen J. Long

Title: Secretary Date: March 31, 2018

# Schedule A to Patent and Trademark Security Agreement

## PATENTS AND PATENT APPLICATIONS

### **COR-003**

Title / Owner / Inventor	Country/Number
Methods And Compositions For Treating Diabetes, Metabolic Syndrome	US 9,918,984
And Other Conditions	US 15/886,437
Strongbridge Ireland Limited	
Per Märin	
*The patent is in the process of being assigned from Cortendo AB to Strongbridge Ireland Limited	
Ketoconazole Enantiomer in Humans Cortendo AB	US 9,198,906
Strongbridge Ireland Limited	
Timothy Andrew Stewart	
*The patent is in the process of being assigned from	
Cortendo AB to Strongbridge Ireland Limited	

# Schedule B to Patent and Trademark Security Agreement

## TRADEMARKS AND TRADEMARK APPLICATIONS

Mark / Owner	Country/Number
STRONGBRIDGE BIOPHARMA	US 86/701,398
Strongbridge Ireland Limited	
*The trademark is in the process of being assigned from Cortendo AB to Strongbridge Ireland Limited	
RECORLEV	US 86/865,505
Strongbridge Ireland Limited	
*The trademark is in the process of being assigned from Cortendo AB to Strongbridge Ireland Limited	

**RECORDED: 04/02/2018**