

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Questcor Pharmaceuticals, Inc., as Pledgor		08/14/2014	CORPORATION: CALIFORNIA
Cadence Pharmaceuticals, Inc., a Delaware corporation, as Pledgor		08/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3093264	ACTHAR
Registration Number:	2255322	ACTHAR GEL
Registration Number:	2756559	QUESTCOR
Registration Number:	2810894	QUESTCOR PHARMACEUTICALS, INC.
Registration Number:	3706950	CADENCE
Registration Number:	3955489	OFIRMEV
Registration Number:	4433497	

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine St

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan

TRADEMARK

SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	08/20/2014
Total Attachments: 9 source=29. Notice of Grant of Security Interest in Trademarks#page1.tif source=29. Notice of Grant of Security Interest in Trademarks#page2.tif source=29. Notice of Grant of Security Interest in Trademarks#page3.tif source=29. Notice of Grant of Security Interest in Trademarks#page4.tif source=29. Notice of Grant of Security Interest in Trademarks#page5.tif source=29. Notice of Grant of Security Interest in Trademarks#page6.tif source=29. Notice of Grant of Security Interest in Trademarks#page7.tif source=29. Notice of Grant of Security Interest in Trademarks#page8.tif source=29. Notice of Grant of Security Interest in Trademarks#page9.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Questcor Pharmaceuticals, Inc., as Pledgor

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 14, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: New York

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08380.0535

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

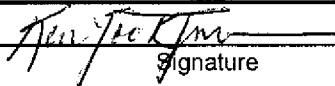
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Ken Tan

08/15/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Cadence Pharmaceuticals, Inc., a Delaware corporation, as Pledgor
Citizenship – USA – DE
675 McDonnell Boulevard
Hazelwood, MO 63042

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 14, 2014 (this "Agreement"), made by QUESTCOR PHARMACEUTICALS, INC., a California corporation, and CADENCE PHARMACEUTICALS, INC., a Delaware corporation (each, a "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement dated as of March 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "***U.S. Collateral Agreement***"), among Mallinckrodt International Finance S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 42-44, Avenue de la Gare, L-1610 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*R.C.S Luxembourg*) under number B 172.865 (the "***Lux Borrower***"), MALLINCKRODT CB LLC (the "***Co-Borrower***"), and together with the Lux Borrower, the "***Borrowers***"), Mallinckrodt Finance GmbH (the "***Swiss Finco***"), each other Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors and assigns in such capacity, the "***Collateral Agent***") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of its Secured Obligations, each Pledgor pursuant to the U.S. Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any "intent-to-use" trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor's right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. *U.S. Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the U.S. Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the U.S. Collateral 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 U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

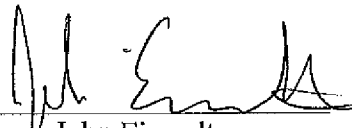
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY 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.

QUESTCOR PHARMACEUTICALS, INC.

By: 
Name: John Einwalter
Title: Vice President and Treasurer

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

CADENCE PHARMACEUTICALS, INC.

By: 

Name: John Einwalter

Title: Vice President and Treasurer

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

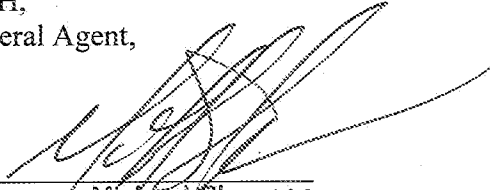
By: 


Name: Michael Shannon
Title: Vice President

By: 

Name: Lisa Wong
Title: Vice President

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: 
Name: Michael Shannon
Title: Vice President

By: 
Name: Lisa Wong
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Questcor Pharmaceuticals, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACTHAR	3093264	5/16/06
ACTHAR GEL	2255322	6/22/99
QUESTCOR AND DESIGN	2756559	8/26/03
QUESTCOR PHARMACEUTICALS, INC.	2810894	2/3/04

U.S. Trademark Applications

None

Trademarks Owned by Cadence Pharmaceuticals, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CADENCE	3706950	11/3/2009
OFIRMEV	3955489	5/3/2011
V DOT LOGO	4433497	11/12/2013

U.S. Trademark Applications

None