

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330974

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|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BOCA Pharmacal, LLC | | 02/03/2015 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Foreign Banking Corporation: GERMANY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3290763 | BOCA PHARMACAL | |
| Registration Number: | 3290764 | BOCA PHARMACAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6502138158 | | |
| <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: | 6502130300 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | White & Case LLP / Christina Ishihara | | |
| Address Line 1: | 3000 El Camino Real, Bldg 5, 9th Floor | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94306 | | |
| ATTORNEY DOCKET NUMBER: | 1111779-2430 | | |
| NAME OF SUBMITTER: | Christina Ishihara | | |
| SIGNATURE: | /Christina Ishihara/ | | |
| DATE SIGNED: | 02/03/2015 | | |
| Total Attachments: 5 | | | |
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| source=Annex III - Confirmatory Grant (Trademarks) - Boca#page2.tif | | | |
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of February 3, 2015 by and from BOCA PHARMACAL, LLC (the "Grantor"), to and in favor of DEUTSCHE BANK AG NEW YORK BRANCH, for itself and as Collateral Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Endo Limited, a company incorporated under the laws of the Republic of Ireland (Registered Number 534651) having its registered office at 25 – 28 North Wall Quay, IFSC, Dublin 1 (the "Irish Holdco"), Endo Management Limited, a company incorporated under the laws of the Republic of Ireland (Registered Number 538432) having its registered office at 25 – 28 North Wall Quay, IFSC, Dublin 1 (the "Irish Sub Holdco"), Endo Luxembourg Holding Company S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg ("Luxembourg"), having its registered office at 2a, rue Nicolas Bové L-1253 Luxembourg, with a share capital of USD 123,695,800 and registered with the Luxembourg Register of Commerce and Companies (the "Luxembourg Companies Register") under number B182517 ("Lux Holdco"), Endo Luxembourg Finance Company I S.à r.l., a *société à responsabilité limitée* (private limited liability company) incorporated under the laws of Luxembourg, having its registered office at 2a, rue Nicolas Bové L-1253 Luxembourg, with a share capital of USD 123,695,800 and registered with the Luxembourg Companies Register under number B182645 (the "Lux Borrower"), Endo LLC, a Delaware limited liability company (the "Co-Borrower"), the Lenders and the Grantee have entered into a Credit Agreement dated as of February 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Irish Holdco, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of February 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Grantor and certain Subsidiaries of the Irish Holdco have entered into a US Pledge and Security Agreement dated as of February 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "US Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the US Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the occurrence of the Termination Date (as defined in the US Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the US Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in (other than applications for trademarks or service marks filed in the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)) all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world..

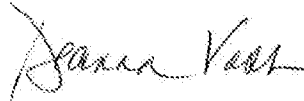
3) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

4) Notwithstanding anything to the contrary set forth herein, this Confirmatory Grant, the liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms and provisions of each Intercreditor Agreement (if any). In the event of any inconsistency between the provisions of this Confirmatory Grant and any Intercreditor Agreement, the provisions of such Intercreditor Agreement shall supersede the provisions of this Confirmatory Grant. If the Grantor shall pledge any assets or undertake any actions to perfect or protect any lien on any assets pledged in connection with the Collateral Documents or this Confirmatory Grant, the Grantor may simultaneously pledge such assets or undertake such actions with respect to such assets as necessary to comply with the provisions set forth in any Intercreditor Agreement, without further request or consent by the Secured Parties. Any provision of this Confirmatory Grant to the contrary notwithstanding, the Grantor shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of any Intercreditor Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

BOCA PHARMACAL, LLC

By: Generics International (US), Inc., its Manager



By: _____

Name: Deanna Voss

Title: Assistant Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,

as Collateral Agent and Grantee

By 
Name: Michael Winters
Title: Vice President

By 
Name: Dusan Lazarov
Title: Director

[Signature Page to Project Unicorn Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005452 FRAME: 0524

Trademarks

| Mark | App. No. | App. Date | Reg. No. | Reg. Date |
|------------------------|------------|-----------|-----------|-----------|
| 0222552- 0400/842US | 78/862,085 | 4/14/2006 | 3,290,763 | 9/11/2007 |
| 0222552- 0400/843US | 78/862,093 | 4/14/2006 | 3,290,764 | 9/11/2007 |