TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331102

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Auxilium US Holdings, LLC		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Auxilium International Holdings, Inc.		01/29/2015	CORPORATION: DELAWARE
Actient Holdings LLC		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Actient Pharmaceuticals LLC		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Slate Pharmaceuticals, Inc.		01/29/2015	CORPORATION: DELAWARE
Timm Medical Holdings, LLC		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Actient Therapeutics LLC		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
70 Maple Avenue, LLC		01/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Timm Medical Technologies, Inc.		01/29/2015	CORPORATION: DELAWARE
Auxilium Pharmaceuticals, Inc.		01/29/2015	CORPORATION: DELAWARE

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: 41

Property Type	Number	Word Mark
Registration Number:	4392463	ACTIENT
Registration Number:	4165007	ACTIENT
Registration Number:	4187212	ACTIENT PHARMACEUTICALS
Registration Number:	4392464	ACTIENT PHARMACEUTICALS
Registration Number:	1151441	DILATRATE

CH $1040.00 4392463

Property Type	Number	Word Mark
Registration Number:	2177234	EDEX
Registration Number:	1392091	LEVATOL
Registration Number:	3023249	SEMPREX
Registration Number:	2795914	STRIANT
Registration Number:	1259784	THEO-24
Registration Number:	4098455	YOUROLOGY
Registration Number:	2767622	TESTIM
Registration Number:	3637033	HANDSURGERYNEWS.COM
Registration Number:	4410839	ASK ABOUT THE CURVE
Registration Number:	2754314	AUXILIUM
Registration Number:	3333304	AUXILIUM
Serial Number:	86377183	AUXILIUM ADVANTAGE
Serial Number:	86377210	AUXILIUM ADVANTAGE COMMITTED TO ACCESS
Registration Number:	3409698	AUXILIUM INNOVATIONS FOR LIFE
Serial Number:	85857689	ERIPLAQ
Registration Number:	3409699	INNOVATIONS FOR LIFE
Serial Number:	85857715	PEYROMIN
Serial Number:	86459962	THIS TIME HE WAS READY
Registration Number:	4648524	VIA PROJECT
Registration Number:	3785074	XIAFLEX
Registration Number:	3886633	XIAFLEX
Registration Number:	3862018	XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYT
Registration Number:	4010231	XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYT
Registration Number:	4531835	XIAFLEX LINX
Registration Number:	3884247	XIAFLEX XPERIENCE
Serial Number:	85857741	XIAVANCE
Registration Number:	4418066	A?K ABOUT THE CURVE
Registration Number:	1089034	TESTOPEL
Registration Number:	1089033	ESTRAPEL
Registration Number:	2309993	
Registration Number:	2133099	EASY ACTION
Registration Number:	1581349	ERECAID
Registration Number:	1349120	ERECAID SYSTEM
Registration Number:	2034551	ESTEEM
Registration Number:	2708950	OSBON
Registration Number:	4191697	VENOSEAL

CORRESPONDENCE DATA

Fax Number: 6502138158

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: 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:	02/04/2015

Total Attachments: 9

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ANNEX III

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 January 29, 2015 by and from each of the entities signatory hereto, each a Delaware corporation or Delaware limited liability company, as applicable (each, a "Grantor" and collectively the "Grantors"), 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, each 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, each 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 Grantors own 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 Grantors all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the US Security Agreement and this Confirmatory Grant.

(b) Each 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 such 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 any 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, such 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 Grantors 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, each Grantor has executed this Confirmatory Grant effective as of the date first written above.

AUXILIUM US HOLDINGS, LLC

By: AUXILIUM PHARMACEUTICALS, INC., its manager

By: _____
Name: Deanna Voss
Title: Assistant Secretary

AUXILIUM INTERNATIONAL HOLDINGS, INC.

By: _____
Name: Deanna Voss
Title: Assistant Secretary

ACTIENT HOLDINGS LLC

By: AUXILIUM PHARMACEUTICALS, INC., its manager

By: _____
Name: Deanna Voss
Title: Assistant Secretary

ACTIENT PHARMACEUTICALS LLC

By: ACTIENT HOLDINGS LLC, its manager

By: AUXILIUM PHARMACEUTICALS, INC., its manager

By: _____
Name: Deanna Voss
Title: Assistant Secretary

[Signature Page – Trademark Supplement]

SLATE PHARMACEUTICALS, INC.

By: _____
Name: Deanna Voss
Title: Assistant Secretary

TIMM MEDICAL HOLDINGS, LLC

By: ACTIENT PHARMACEUTICALS LLC, its manager

By: ACTIENT HOLDINGS LLC, its manager

By: AUXLIUM PHARMACEUTICALS, INC., its manager

By: _____
Name: Deanna Voss
Title: Assistant Secretary

ACTIENT THERAPEUTICS LLC

By: _____
Name: Deanna Voss
Title: Assistant Secretary

70 MAPLE AVENUE, LLC

By: ACTIENT PHARMACEUTICALS LLC, its manager

By: ACTIENT HOLDINGS LLC, its manager

By: AUXILIUM PHARMACEUTICALS, INC., its manager

By: _____
Name: Deanna Voss
Title: Assistant Secretary

[Signature Page – Trademark Supplement]

TIMM MEDICAL TECHNOLOGIES, INC.

By: _____
Name: Deanna Voss
Title: Assistant Secretary

AUXILIUM PHARMACEUTICALS, INC.

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: Kirk L. Tashjian
Title: Vice President

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Trademarks

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ACTIENT	United States	77/684,171	3 /5 /2009	4392463	8 /27/2013	Actient Pharmaceuticals LLC
ACTIENT	United States	77/983,129	3 /5 /2009	4165007	6 /26/2012	Actient Pharmaceuticals LLC
ACTIENT PHARMACEUTICALS	United States	77/983,131	3 /5 /2009	4187212	8 /7 /2012	Actient Pharmaceuticals LLC
ACTIENT PHARMACEUTICALS	United States	77/684.190	3 /5 /2009	4392464	8 /27/2013	Actient Pharmaceuticals LLC
DILTRATE	United States	73/225,986	8 /3 /1979	1151441	4 /21/1981	Actient Pharmaceuticals LLC
EDEX	United States	75/089,727	4 /17/1996	2177234	7 /28/1998	Actient Pharmaceuticals LLC
LEVATOL	United States	73/558,642	9 /16/1985	1392091	5 /6 /1986	Actient Pharmaceuticals LLC
SEMPREX	United States	78/429,596	6 /3 /2004	3023249	12/6 /2005	Actient Pharmaceuticals LLC
STRIANT	United States	76/442,855	8 /19/2002	2795914	12/16/2003	Actient Pharmaceuticals LLC
THEO-24	United States	73/369,262	6 /14/1982	1259784	12/6 /1983	Actient Pharmaceuticals LLC
YOUROLOGY	United States	85/331,274	5 /26/2011	4098455	2 /14/2012	Actient Pharmaceuticals LLC
TESTIM	United States	76/310,800	9 /7 /2001	2767622	9 /23/2003	Auxilium Pharmaceuticals, Inc.
HANDSURGERYNEWS.COM (Stylized)	United States	77/528,060	7 /22/2008	3637033	6 /9 /2009	Auxilium US Holdings, LLC
ASK ABOUT THE CURVE	United States	85/858,684	2 /25/2013	4410839	10/1 /2013	Auxilium US Holdings, LLC.
AUXILIUM	United States	76/975,483	8 /15/2000	2754314	8 /19/2003	Auxilium US Holdings, LLC.
AUXILIUM & Design	United States	76/673,677	3 /5 /2007	3333304	11/13/2007	Auxilium US Holdings, LLC.
AUXILIUM ADVANTAGE	United States	86/377,183	8 /26/2014			Auxilium US Holdings, LLC.
AUXILIUM ADVANTAGE COMMITTED TO ACCESS & Design	United States	86/377,210	8 /26/2014			Auxilium US Holdings, LLC.
AUXILIUM INNOVATIONS FOR LIFE	United States	76/673,067	2 /23/2007	3409698	4 /8 /2008	Auxilium US Holdings, LLC.
ERIPLAQ	United States	85/857,689	2 /22/2013			Auxilium US Holdings, LLC.
INNOVATIONS FOR LIFE	United States	76/673,068	2 /23/2007	3409699	4 /8 /2008	Auxilium US Holdings, LLC.

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PEYROMIN	United States	85/857,715	2 /22/2013			Auxilium US Holdings, LLC.
THIS TIME HE WAS READY	United States	86/459,962	11/20/2014			Auxilium US Holdings, LLC.
VIA PROJECT & Design	United States	86/247,222	4 /9 /2014	4648524	12/2 /2014	Auxilium US Holdings, LLC.
XIAFLEX	United States	76/665,957	9 /13/2006	3785074	5 /4 /2010	Auxilium US Holdings, LLC.
XIAFLEX (Stylized)	United States	77/274,256	9 /7 /2007	3886633	12/7 /2010	Auxilium US Holdings, LLC.
XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYTICUM & Design	United States	77/883.942	12/2 /2009	3862018	10/12/2010	Auxilium US Holdings, LLC.
XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYTICUM TRANSFORMING TREATMENT & Design	United States	85/036,497	5 /12/2010	4010231	8 /9 /2011	Auxilium US Holdings, LLC.
XIAFLEX LINX	United States	85/856,083	2 /21/2013	4531835	5 /20/2014	Auxilium US Holdings, LLC.
XIAFLEX XPERIENCE & Design (Stylized)	United States	77/910,711	1 /13/2010	3884247	11/30/2010	Auxilium US Holdings, LLC.
XIAVANCE	United States	85/857,741	2 /22/2013			Auxilium US Holdings, LLC.
ASK ABOUT THE CURVE & Design	United States	85/858,703	2 /25/2013	4418066	10/15/2013	Auxilium US Holdings. LLC.
TESTOPEL	United States	73/132,009	6 /27/1977	1089034	4 /11/1978	Slate Pharmaceuticals, Inc.
ESTRAPEL	United States	73/132,008	6 /27/1977	1089033	4 /11/1978	Slate Pharmaceuticals, Inc. .
Configuration (3D Tube see Notes*)	United States	75/192,271	11/4 /1996	2309993	1 /18/2000	Timm Medical Technologies, Inc.
EASY ACTION	United States	75/019,572	11/14/1995	2133099	1 /27/1998	Timm Medical Technologies, Inc.
ERECAID	United States	73/813,457	7 /19/1989	1581349	2 /6 /1990	Timm Medical Technologies, inc.
ERECAID SYSTEM	United States	73/506,800	11/2 /1984	1349120	7 /16/1985	Timm Medical Technologies, Inc.
ESTEEM	United States	74/727,904	9 /12/1995	2034551	1 /28/1997	Timm Medical Technologies, Inc.
OSBON	United States	76/385,848	3 /20/2002	2708950	4 /22/2003	Timm Medical Technologies, Inc.
TIMM MEDICAL TECHNOLOGIES, INC.	United States					Timm Medical Technologies, Inc.

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
TIMM MEDICAL TECHNOLOGIES, INC. & Design	United States					Timm Medical Technologies, Inc.
VENOSEAL	United States	85/320,196	5 /13/2011	4191697	8 /14/2012	Timm Medical Technologies, Inc.