

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350766

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Patents and Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Indivior UK Limited	FORMERLY RB Pharmaceuticals Limited	08/07/2015	Limited Company: United Kingdom:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86625174	NAVERZ	
<b>Serial Number:</b>	86625168	NAZQUE	
<b>Serial Number:</b>	86638922		
<b>Serial Number:</b>	86714008	REVESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134522329		
<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>			
<b>Phone:</b>	2136207700		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	633 W 5th St,1900		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2956-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	08/07/2015		
<b>Total Attachments: 6</b>			
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## **Notice of Grant of Security Interest in Patents and Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS, dated as of August 7, 2015 (this "Agreement"), made by Indivior UK Limited (formerly known as RB Pharmaceuticals Limited), a limited company organized under the laws of England and Wales, (the "Pledgor"), in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent (as defined below).

Reference is made to the U.S. Security Agreement, dated as of December 23, 2014 (as amended, restated, supplemented and/or otherwise modified from time to time, the "*Security Agreement*"), by and among Indivior Finance (2014) LLC, a limited liability company organized under the laws of Delaware (the "*U.S. Co-Borrower*" or the "*U.S. Term Borrower*"), RBP Global Holdings Limited, a limited company organized under the laws of England and Wales (the "*Borrower Representative*" or the "*Revolver Borrower*," and together with the U.S. Term Borrower, the "*Borrowers*" and each a "*Borrower*"), Indivior US Holdings Inc. (formerly known as RBP US Holdings Inc.), a corporation organized under the laws of Delaware, RBP Finance LLC, a limited liability company organized under the laws of Delaware, Indivior Inc. (formerly known as Reckitt Benckiser Pharmaceuticals Inc.), a corporation organized under the laws of Delaware, Indivior UK Limited (formerly known as RB Pharmaceuticals Limited), a limited liability company organized under the laws of England and Wales, Indivior Solutions Inc. (formerly known as Reckitt Benckiser Pharmaceutical Solutions Inc.), a corporation existing under the laws of Delaware, each subsidiary of the Borrower Representative from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "*Collateral Agent*").

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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security 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 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 Assets, the "Patent Collateral" and "Trademark Collateral"): all U.S. registered and applied for Patents, including those listed on Schedule I; all U.S. registered and applied for Trademarks, including those listed on Schedule II; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if

any, that, and solely during the period in which, if any, the grant of security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security 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 Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral and Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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 by one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.

**SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, 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.**

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor’s Secured Obligations thereunder or otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral and Trademark Collateral specified in this Agreement, in each case, in accordance with the requirements of the Security Agreement.

[Signature Pages Follow]

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

Indivior UK Limited

By: 

ANDREW GAWMAN  
Name

DIRECTOR  
Title

[Signature Page to Notice of Grant of Security Interest]

ACCEPTED AND AGREED:

MORGAN STANLEY SENIOR  
FUNDING, INC.,  
as Collateral Agent

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

[Signature Page to Notice of Grant of Security Interest]

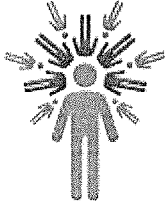
### Schedule I

U.S. Patent Applications Owned by  
Indivior UK Limited (formerly known as RB Pharmaceuticals Limited)

Title	Application No.	Application Date	Registration No.	Registration Date.
Sublingual and Buccal Film Compositions	14/715,462	May 18, 2015	n/a	n/a
Sustained-Release Buprenorphine Formulations	62/199,778	July 31, 2015	n/a	n/a

## Schedule II

U.S. Trademark Applications Owned by  
Indivior UK Limited (formerly known as RB Pharmaceuticals Limited)

Trademark	Application No.	Application Date	Registration No.	Registration Date.
NAVERZ	86/625,174	May 11, 2015	n/a	n/a
NAZQUE	86/625,168	May 11, 2015	n/a	n/a
	86/638,922	May 22, 2015	n/a	n/a
REVESS	86/714,008	August 4, 2015	n/a	n/a