

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Par Pharmaceutical Companies, Inc.		09/25/2015	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:	duly licensed branch of Deutsche Bank AG: GERMANY		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4634338	BARIACTIV	
Registration Number:	2157683	NASCOBAL	
Registration Number:	4687174	PAR	
Registration Number:	4647341	PAR FORMULATIONS	
Registration Number:	3118058	PAR PHARMACEUTICAL	
Registration Number:	4072841	PAR PHARMACEUTICAL COMPANIES	
Registration Number:	3340941	PAR PHARMACEUTICAL COMPANIES, INC.	
Registration Number:	4725175	PAR STERILE PRODUCTS	
Serial Number:	86463066	PAR STERILE PRODUCTS	
Registration Number:	3857215	STRATIVA PHARMACEUTICALS	
Registration Number:	3225564		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$290.00 4634338

ATTORNEY DOCKET NUMBER:	039269-0406
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	09/25/2015

Total Attachments: 7

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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 September 25, 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 Designated Activity Company, 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 amended by Amendment No. 1 to Credit Agreement, dated as of June 12, 2015, and by the Incremental Amendment, dated as of the date hereof, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Irish Holdco have 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, 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, pursuant to the Supplement to US Pledge and Security Agreement, dated as of the date hereof, executed and delivered by each Grantor (among others) (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security

Agreement Supplement"), each Grantor (i) became a Grantor (as defined in the Security Agreement Supplement) under the US Security Agreement and agreed to be bound thereby as if originally a party thereto, and (ii) pledged and granted to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, wherever located and whether then owned or thereafter acquired, in and to the Collateral (as defined in the US Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations.

WHEREAS, the Grantors own the trademark and service mark registrations and applications for registration 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 and Security Agreement Supplement 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 or the Security Agreement Supplement, the provisions of the US Security Agreement and Security Agreement Supplement, as applicable, 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, the Security Agreement Supplement 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 (i) all 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; (ii) all renewals of the foregoing; (iii) 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; (iv) 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 (v) 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.**

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

PAR PHARMACEUTICAL, INC.

By: Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

PAR STERILE PRODUCTS, LLC

By: **JHP ACQUISITION, LLC, as Manager**

By: **JHP GROUP HOLDINGS, INC., its manager**

By: Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

PAR PHARMACEUTICAL COMPANIES, INC.

By: Deanna Voss
Name: Deanna Voss
Title: Assistant Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By *Michael Winters*

Name: Michael Winters
Title: Vice President

By *Peter Cucchiara*

Name: Peter Cucchiara
Title: Vice President

Trademarks

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ACCOLATE	United States	74263467	4/7/1992	1835117	5/10/1994	Par Pharmaceutical, Inc.
ACCOLATE and Design	United States	74671240	5/8/1995	2009635	10/22/1996	Par Pharmaceutical, Inc.
ADRENALIN	United States	71011909	8/22/1905	53934	6/12/1906	Par Sterile Products, LLC
APLISOL	United States	72379567	12/28/1970	925391	12/14/1971	Par Sterile Products, LLC
BARIACTIV	United States	86214843	3/7/2014	4634338	11/ 4/2014	Par Pharmaceutical Companies, Inc.
BREVITAL	United States	72082247	9/28/1959	695950	4/12/1960	Par Sterile Products, LLC
CAPOTEN	United States	73164605	4/3/1978	1106489	11/ 21/1978	Par Pharmaceutical, Inc.
COLY-MYCIN	United States	72082457	9/30/1959	699294	6/14/1960	Par Sterile Products, LLC
DANTRIUM	United States	85892501	4/2/2013	4432295	11/ 12/2013	Par Sterile Products, LLC
DANTRIUM	United States	72387314	3/24/1971	937430	7/11/1972	Par Sterile Products, LLC
DANTRIUM	United States	73418728	3/24/1983	1277831	5/15/1984	Par Sterile Products, LLC
DELESTROGEN (Stylized)	United States	71677901	12/7/1954	619356	1/17/1956	Par Sterile Products, LLC
JHP PHARMACEUTICALS	United States	77977348	11/ 29/2007	3670912	8/18/2009	Par Sterile Products, LLC
JHP PHARMACEUTICALS	United States	85479160	11/ 22/2011	4471366	1/21/2014	Par Sterile Products, LLC
JHP PHARMACEUTICALS	United States	77339615	11/ 29/2007	3825570	7/27/2010	Par Sterile Products, LLC
JHP PHARMACEUTICALS PARTNERS FOR HEALTHCARE EXCELLENCE and Design	United States	77339618	11/ 29/2007	3539636	12/2/2008	Par Sterile Products, LLC
KETALAR	United States	72276388	7/20/1967	840783	12/19/1967	Par Sterile Products, LLC
NASCOBAL	United States	75194046	11/ 6/1996	2157683	5/12/1998	Par Pharmaceutical Companies, Inc.
PAR	United States	86182802	2/ 3/2014	4687174	2/ 17/2015	Par Pharmaceutical Companies, Inc.

Schedule A

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
PAR FORMULATIONS	United States	85681233	7/19/2012	4647341	12/2/2014	Par Pharmaceutical Companies, Inc.
PAR PHARMACEUTICAL and Design	United States	78405599	4/21/2004	3118058	7/18/2006	Par Pharmaceutical Companies, Inc.
PAR PHARMACEUTICAL COMPANIES and Design	United States	85149300	10/11/2010	4072841	12/20/2011	Par Pharmaceutical Companies, Inc.
PAR PHARMACEUTICAL COMPANIES, INC.	United States	78499226	10/13/2004	3340941	11/20/2007	Par Pharmaceutical Companies, Inc.
PAR STERILE PRODUCTS	United States	86224003	3/18/2014	4725175	4/21/2015	Par Pharmaceutical Companies, Inc.
PAR STERILE PRODUCTS and Design	United States	86463066	11/24/2014			Par Pharmaceutical Companies, Inc.
PITOCIN	United States	71274724	11/2/1928	254956	4/2/1929	Par Sterile Products, LLC
PITRESSIN	United States	71274727	11/2/1928	254507	3/26/1929	Par Sterile Products, LLC
QUESTRAN	United States	72203317	10/5/1964	791696	6/29/1965	Par Pharmaceutical, Inc.
STRATIVA PHARMACEUTICALS	United States	77261890	8/22/2007	3857215	10/5/2010	Par Pharmaceutical Companies, Inc.
TRIOSTAT	United States	74192885	8/7/1991	1915772	8/29/1995	Par Sterile Products, LLC
VASOSTRICT	United States	85914777	4/25/2013	4660355	12/23/2014	Par Sterile Products, LLC
Design Only	United States	78405584	4/21/2004	3225564	4/3/2007	Par Pharmaceutical Companies, Inc.