

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indivior UK Limited	FORMERLY RB Pharmaceuticals Limited	12/08/2015	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86751367	NALSCUE	
Serial Number:	86779026	INDIVIOR	
Serial Number:	86779029	INDIVIOR	
Serial Number:	86779033	INDIVIOR	
Serial Number:	86779039	INDIVIOR	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-2956-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	12/10/2015		

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Total Attachments: 6

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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 8 December 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," the "Trademark Collateral"): all U.S. registered and applied for Patents, including those listed on Schedule I; and 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: Craig Svoroda

Craig Svoroda

Name

Intellectual Property Counsel

Title

[Signature Page to Notice of Grant of Security Interest]

ACCEPTED AND AGREED:

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent

By: _____

Name

Title

{Signature Page to Notice of Grant of Security Interest}

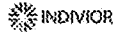
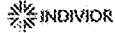
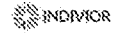
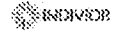
Schedule I

U.S. Patents and Patent Applications Owned by Indivior UK Limited

Title	Application No.	Application Date	Reg. No.	Reg. Date.
Abuse-Resistant Pharmaceutical Formulations	62/194,751	July 20, 2015	n/a	n/a
Dehydrated Hydrogel Inclusion Complex of a Bioactive Agent with Flowable Drug Delivery System	12/995,956	September 29, 2011	n/a	n/a
Psychiatric Treatment for Patients with Gene Polymorphisms	62/235,400	September 30, 2015	n/a	n/a
Compositions to Alleviate Presystemic Metabolism of Opioids	14/781,683	October 1, 2015	n/a	n/a
Dopamine D3 Receptor Antagonist Compounds	PCT/GB2015/053272	October 30, 2015	n/a	n/a
Quantification of Drugs in Biological Samples	62/250,930	November 4, 2015	n/a	n/a
Sustained-Release Buprenorphine Formulations	14/935,168	November 6, 2015	n/a	n/a
Buprenorphine Dosing Regimens	PCT/US2015/59518	November 6, 2015	n/a	n/a

Schedule II

U.S. Trademarks and Trademark Applications Owned by Indivior UK Limited

Trademark	Application No.	Application Date	Reg. No.	Reg. Date.
NALSCUE	86/751,367	September 9, 2015	n/a	n/a
 INDIVIOR	86/779,026	October 6, 2015	n/a	n/a
 INDIVIOR	86/779,029	October 6, 2015	n/a	n/a
 INDIVIOR	86/779,033	October 6, 2015	n/a	n/a
 INDIVIOR	86/779,039	October 6, 2015	n/a	n/a