

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INO Therapeutics LLC		06/15/2016	Limited Liability Company: 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:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86637344		
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, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-2453-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/01/2016		
Total Attachments: 5			
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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 15, 2016 (this “*Agreement*”), made by INO Therapeutics LLC, a Delaware limited liability company, and Mallinckrodt LLC, a Delaware limited liability company (collectively, the “*Pledgors*”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement dated as of March 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “*U.S. Collateral Agreement*”), among Mallinckrodt International Finance S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 42-44, Avenue de la Gare, L-1610 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*R.C.S Luxembourg*) under number B 172.865 (the “*Lux Borrower*”), MALLINCKRODT CB LLC (the “*Co-Borrower*”, and together with the Lux Borrower, the “*Borrowers*”), Mallinckrodt Finance GmbH (the “*Swiss Finco*”), each other Subsidiary Loan Party listed on the signature pages hereof and each other Subsidiary Loan Party that becomes a party hereto after the date hereof and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein). 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 U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of its Secured Obligations, each Pledgor pursuant to the U.S. Collateral 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 Pledgor’s right, title and interest in, to and under any and all of the following 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 Property, the “IP Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. *U.S. Collateral 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 U.S. Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the U.S. Collateral 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 U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

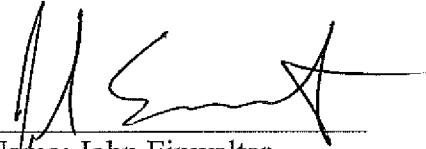
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR 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.**

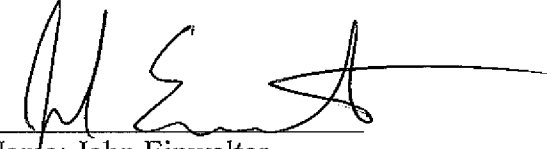
[Signature Pages Follow]

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

MALLINCKRODT LLC

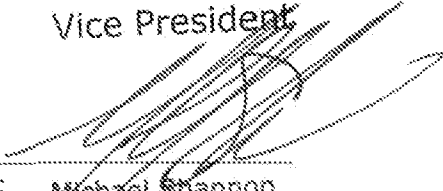
By: 
Name: John Einwalter
Title: Vice President & Treasurer

INO THERAPEUTICS LLC

By: 
Name: John Einwalter
Title: Vice President & Treasurer

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: 
Name: Peter Cucchiara
Title: Vice President

By: 
Name: Michael Shannon
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005827 FRAME: 0684

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Trademark Registrations

Owner	Trademark	Registration No.	Registration Date
INO Therapeutics LLC	INOBlender	3242739	5/15/2007
INO Therapeutics LLC	INOMAX	3280185	8/14/2007

U.S. Trademark Applications

Owner	Trademark	Serial No.	Application Date
Mallinckrodt LLC	TAURGO	86509861	1/21/2015
INO Therapeutics LLC	COLOR TEAL - CURVED STRIP (updated)	86637344	5/21/2015