

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mallinckrodt LLC		01/30/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Piramal Critical Care Limited		
<b>Street Address:</b>	Suite 4, Ground Floor Heathrow Boulevard - East Wing, 280 Bath Road		
<b>City:</b>	West Drayton		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	UB7 0DQ		
<b>Entity Type:</b>	Company: ENGLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4206298	CNS THERAPEUTICS	
<b>Registration Number:</b>	4122201	GABLOFEN	
<b>Registration Number:</b>	4102909	INGENUITY. PURE AND SIMPLE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166214072		
<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>	2166212234		
<b>Email:</b>	ritakline@tarolli.com		
<b>Correspondent Name:</b>	Rita E. Kline		
<b>Address Line 1:</b>	1300 East 9th Street, Suite 1700		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Rita E. Kline		
<b>Address Line 1:</b>	1300 East 9th Street, Suite 1700		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Rita E. Kline		
<b>SIGNATURE:</b>	/Rita E. Kline/		

OP \$90.00 4206298

<b>DATE SIGNED:</b>	04/13/2017
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”), including all schedules attached hereto, is made effective March 17, 2017 (the “Effective Date”), by and among Mallinckrodt LLC, a Delaware limited liability company (“Assignor”) and Piramal Critical Care Limited, a company organized under the laws of England (“Assignee”). Assignor and Assignee may be referred to in this Assignment each as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 30, 2017 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the trademarks and applications and registrations therefor set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks”); and

WHEREAS, Assignee is a successor to that portion of Assignor’s business to which the Assigned Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.
2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of its right, title, and interest in, to and under the Assigned Trademarks, together with all goodwill associated therewith and all income, royalties, damages and payments earned or accrued following the Closing or thereafter with respect thereto (including damages and payments for infringements or misappropriations thereof and the right to sue and recover for infringements or misappropriations thereof), free and clear of all Encumbrances (other than Permitted Encumbrances). Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.
4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. The Parties

acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.


5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, applicable to contracts to be carried out wholly within such State, without reference to its conflict of laws principles that might apply the law of another jurisdiction.

6. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

Assignor

MALLINCKRODT LLC

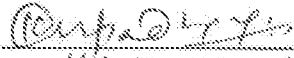
By:   
Name: C. Stephen Krieger  
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006034 FRAME: 0477**

Assignee:


PIRAMAL CRITICAL CARE LIMITED

By:   
Name: KAUSIK UPADHYAY  
Title: DIRECTOR

[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 006034 FRAME: 0478

**Schedule A  
Assigned Trademarks**

Trademark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
 GNS THERAPEUTICS *	United States	77/818727	9/2/2009	4206298	9/11/2012	Registered	Mallinckrodt LLC
GABLOFEN *	United States	77/850392	10/16/2009	4122201	4/3/2012	Registered	Mallinckrodt LLC
<b>Gablofen</b>	European Union	10454668	11/29/2011	10454668	5/2/2012	Registered	Mallinckrodt LLC
GABLOFEN	Canada	1636605	7/24/2013			Pending	Mallinckrodt LLC
Ingenuity. Pure and Simple. *	United States	85/030439	5/5/2010	4102909	2/21/2012	Registered	Mallinckrodt LLC

**TRADEMARK**