

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM488988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concordia Laboratories Inc., As Collateral Agent		09/06/2018	societe a responsabilite limitee: LUXEMBOURG
Concordia Pharmaceuticals Inc., As Collateral Agent		09/06/2018	societe a responsabilite limitee: LUXEMBOURG
Amdipharm Limited, As Collateral Agent		09/06/2018	Company: IRELAND
RECEIVING PARTY DATA			
Name:	GLAS Trust Company LLC		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1949186	NILANDRON	
Registration Number:	1470405	PLAQUENIL	
Registration Number:	712043	PLAQUENIL	
Registration Number:	562377	PLAQUENIL	
Registration Number:	2679884	UROXATRAL	
Registration Number:	667320	KAYEXALATE	
Registration Number:	4158771	DUTOPROL	
Registration Number:	785081	DYRENIUM	
Registration Number:	548626	DIBENZYLINE	
Registration Number:	338733	DONNATAL	
Registration Number:	5472525	CONCORDIA RX	
Registration Number:	4365005	KAPVAY	
Registration Number:	2185127	ORAPRED	
Registration Number:	3248392	ORAPRED ODT	

CH \$440.00 1949186

Property Type	Number	Word Mark
Registration Number:	1367281	PHOTOFRIN
Registration Number:	2055737	OPTIGUIDE
Registration Number:	0798943	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-819-2655

Email: iprecordations@whitecase.com

Correspondent Name: Peter Giovine/White & Case LLP

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	09/06/2018

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Intellectual Property Security Agreement**”) dated September 6, 2018, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of GLAS Trust Company LLC, as collateral trustee (in such capacity and any successor in such capacity, the “**Collateral Trustee**”) for the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement referred to below). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Collateral Trust Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Collateral Trust Agreement, dated as of September 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Trust Agreement**”), among the Company, the Grantors, the First-Out Representative (as defined therein), the Senior Credit Agreement Representative (as defined therein), the Senior Indenture Representative (as defined therein) and the Collateral Trustee;

WHEREAS, as a condition precedent to the extension of credit and Indebtedness pursuant to the Priority Lien Documents, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of September 6, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and the Collateral Trustee; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Trustee, for the benefit of the Priority Lien Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Trustee for the benefit of the Priority Lien Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Intellectual Property Collateral**”):

(i) all of the following which such Grantor owns: (a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those set forth in Schedule A hereto, and (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

(ii) all of the following which such Grantor owns: (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or the equivalent thereof in any other country or jurisdiction, including those set forth in Schedule B hereto, and all renewals thereof, and (b) all goodwill associated therewith

or symbolized thereby; provided that no security interest shall be granted in any "intent-to-use" trademark applications to the extent and during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, including prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto;

(iii) all of the following which such Grantor owns: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country or jurisdiction, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such Copyright in the United States or any other country or jurisdiction, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those set forth in Schedule C hereto;

(iv) all claims for, and rights to sue for, past or future infringements of any of the foregoing;

(v) income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and

(vi) to the extent not included in the foregoing, any and all Proceeds, Supporting Priority Lien Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing,

in each case, however, excluding any assets, rights, property and/or interests (x) subject to any Swedish Transaction Security or (y) the security over which must be pledged and/or perfected in accordance with Swedish law.

SECTION 2. Security for Priority Lien Obligations. The grant of a security interest in the Intellectual Property Collateral by each Grantor under this Intellectual Property Security Agreement secures the payment of all Priority Lien Obligations of such Grantor now or hereafter existing under or in respect of the Priority Lien Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed as of the date first written above.

GRANTORS:

CONCORDIA LABORATORIES INC. a *société à responsabilité limitée* incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, avenue de la Gare, L-1610 Luxembourg and registered with the *Registre de Commerce et des Sociétés, Luxembourg* under number B 200376

By: _____

Name: Abdel Ahmad
Title: Type A manager

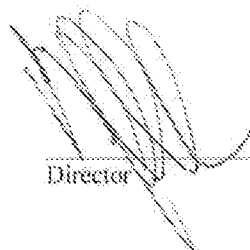
CONCORDIA PHARMACEUTICALS INC. a *société à responsabilité limitée* incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, avenue de la Gare, L-1610 Luxembourg and registered with the *Registre de Commerce et des Sociétés, Luxembourg* under number B 200344

By: _____

Name: Abdel Ahmad
Title: Type A manager

[Signature Page to Intellectual Property Security Agreement]

AMDI PHARM LIMITED

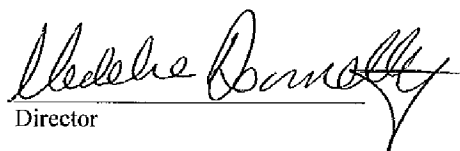


Director

Director / Secretary

{Signature Page to Intellectual Property Security Agreement}

AMDIPHARM LIMITED, as a Guarantor



Director

Director / Secretary

[Signature Page to Intellectual Property Security Agreement]

COLLATERAL TRUSTEE

GLAS Trust Company LLC

By: 

Name:

Title:

Martin Reed
Vice President

[Signature Page to US IP Security Agreement]

TRADEMARK
REEL: 006431 FRAME: 0660

SCHEDULE A
PATENTS

a. **Concordia Laboratories Inc.**

Country / Region	Patent Name / Application	Application Filing Date, Date Issued/ Published	Application Number, Registra- tion/Pu blication Num- ber	Registered Owner	Actual Owner
United States	Lighting Systems and Methods of Using Lighting Systems for In Vitro Potency for Photofin	November 29,2012 June 21,2016	13/689,490/9,371,555	Concordia Laboratories Inc.	Concordia Laboratories Inc. S.à.r.l.
United States	Lighting Systems and Methods of Using Lighting Systems for In Vitro Potency for Photofin	June 6, 2016	15/175,013	Concordia Laboratories Inc.	Concordia Laboratories Inc. S.à.r.l.

SCHEDULE B
TRADEMARKS

b. Concordia Pharmaceuticals Inc.

Country / Region	Trademark	Application No.	Registration No.	Date of Registration	Registered Owner	Actual Owner
United States	NILANDRON	74/646,174	1949186	January 16, 1996	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	PLAQUENIL	73/662,985	1470405	December 29, 1987	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	PLAQUENIL	72/102433	712043	March 7, 1961	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	PLAQUENIL	71/618068	562377	July 29, 1952	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	UROXATRAL	76/233890	2679884	January 28, 2003	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	KAYEXALATE	72/044216	0667320	September 23, 1958	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	DUTOPROL	85/266138	4158771	June 12, 2012	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	DYRENIUM	72/193818	785081	February 16, 1965	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	DIBENZYLINE	71/586367	548626	September 25, 1951	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	KAPVAY	77/864,611	4,365,005	July 9, 2013	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	ORAPRED	75/284,813	2,185,127	August 25, 1998	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	ORAPRED ODT	78/642,154	3,248,392	May 29, 2007	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	DONNATAL	71/377,644	338733	September 15, 1936	Concordia Pharmaceuticals Inc.	Concordia Pharmaceuticals Inc. S.à.r.l.
United States	CONCORDIA RX(Stylized)	87140304	5472525	May 22, 2018	Concordia Pharmaceuticals Inc., S.à.r.L	Concordia Pharmaceuticals Inc. S.à.r.l.

c. Concordia Laboratories Inc.

Country / Region	Trademark	Application No.	Registration No.	Date of Registration	Registered Owner	Actual Owner
United States	PHOTOFRIN	73-437,839	1,367,281	October 29, 1985	Concordia Laboratories Inc.	Concordia Laboratories Inc. S.à.r.l.
United States	OPTIGUIDE	74-502,189	2055737	April 22, 1997	Concordia Laboratories Inc.	Concordia Laboratories Inc. S.à.r.l.

d. **Amdipharm Limited**

Country / Region	Trademark	Application No.	Registration No.	Date of Registra- tion	Registered Owner	Actual Owner
United States	AMDIPHARM	798943	798943	March 14, 2003	Amdipharm Limited	Amdipharm Limited
United States	A M D I P H A R M	79/093106	4100710	February 21, 2012	Amdipharm Limited	Amdipharm Limited

SCHEDULE C
COPYRIGHTS

None.