

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532937

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
Mallinckrodt Hospital Products IP Limited		07/19/2019	Private Limited Company: IRELAND
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: 28			
Property Type	Number	Word Mark	
Registration Number:	4674634		
Registration Number:	4570773		
Registration Number:	4841528		
Registration Number:	4536015		
Registration Number:	4674635		
Registration Number:	4706982		
Registration Number:	4003732	DSIR	
Registration Number:	4536715	FLEXTRANET	
Registration Number:	2109970	INOCAL	
Registration Number:	4389669	INOCAL CADDY	
Registration Number:	2185947	INOMAX	
Registration Number:	4003735	INOMAX DSIR	
Registration Number:	4389579	INOMAX TOTAL CARE	
Registration Number:	3893703	INOPULSE	
Registration Number:	2678500	INOTHERAPY	
Registration Number:	2100392	INOVENT	
Registration Number:	4410417	NICU-PET	
Registration Number:	4720688	TERLIVAZ	
Registration Number:	2851513	STANATE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3955489	OFIRMEV
Registration Number:	4433497	
Registration Number:	4026448	CELLEX
Registration Number:	4115195	THERAKOS
Registration Number:	4074104	UVADEX
Registration Number:	4006506	UVADEX
Registration Number:	3908397	UVAR
Registration Number:	3949903	UVAR XTS
Registration Number:	4940208	

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: 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:	1111779-2659-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/22/2019

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 19, 2019 (this “**Agreement**”), made by Mallinckrodt Hospital Products IP Limited, a private limited company incorporated in Ireland with registered number 568351 (the “**Pledgor**”), 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 Holdings GmbH (as successor by merger to 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, the 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 of such Pledgor, 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. The 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 HOSPITAL
PRODUCTS IP LIMITED

By: 
Name: Alasdair Fenlon
Title: Director

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

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent,

By: 
Name: Yumi Okabe
Title: Vice President

By: 
Name: Alicia Schug
Title: Vice President

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

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date	Owner
COLOR TEAL - HORIZONTAL STRIP	4674634	January 20, 2015	Mallinckrodt Hospital Products IP Limited
COLOR TEAL - CURVED STRIP	4570773	July 22, 2014	Mallinckrodt Hospital Products IP Limited
COLOR TEAL - CURVED STRIP (up-dated)	4841528	October 27, 2015	Mallinckrodt Hospital Products IP Limited
COLOR TEAL - TOP OF TANK AND BOTTOM WAVY STRIP	4536015	May 27, 2014	Mallinckrodt Hospital Products IP Limited
COLOR TEAL - TOP OF TANK AND TOP & BOTTOM WAVY STRIP	4674635	January 20, 2015	Mallinckrodt Hospital Products IP Limited
COLOR TEAL - TOP PROTECTOR/HANDLE	4706982	March 24, 2015	Mallinckrodt Hospital Products IP Limited
DSIR	4003732	July 26, 2011	Mallinckrodt Hospital Products IP Limited
FLEXTRANET	4536715	May 27, 2014	Mallinckrodt Hospital Products IP Limited
INOBlender	3242739	May 15, 2007	Mallinckrodt Hospital Products IP Limited
INOCAL	2109970	October 28, 1997	Mallinckrodt Hospital Products IP Limited
INOCAL CADDY	4389669	August 20, 2013	Mallinckrodt Hospital Products IP Limited
INOMAX	2185947	September 1, 1998	Mallinckrodt Hospital Products IP Limited
INOMAX	3280185	August 14, 2007	Mallinckrodt Hospital Products IP Limited
INOMAX DSIR	4003735	July 22, 2011	Mallinckrodt Hospital Products IP Limited
INOMAX TOTAL CARE	4389579	August 20, 2013	Mallinckrodt Hospital Products IP Limited
INOPULSE	3893703	December 21, 2010	Mallinckrodt Hospital Products IP Limited
INOTHERAPY	2678500	January 21, 2003	Mallinckrodt Hospital Products IP Limited

INOVENT	2100392	September 23, 1997	Mallinckrodt Hospital Products IP Limited
NICU-PET	4410417	October 1, 2013	Mallinckrodt Hospital Products IP Limited
TERLIVAZ	4720688	April 14, 2015	Mallinckrodt Hospital Products IP Limited
STANATE	2851513	June 8, 2004	Mallinckrodt Hospital Products IP Limited
OFIRMEV	3955489	May 3, 2011	Mallinckrodt Hospital Products IP Limited
V DOT LOGO (Cadence)	4433497	November 12, 2013	Mallinckrodt Hospital Products IP Limited
CELLEX	4026448	September 13, 2011	Mallinckrodt Hospital Products IP Limited
THERAKOS	4115195	March 20, 2012	Mallinckrodt Hospital Products IP Limited
UVADEX	4074104	December 20, 2011	Mallinckrodt Hospital Products IP Limited
UVADEX	4006506	August 2, 2011	Mallinckrodt Hospital Products IP Limited
UVAR	3908397	January 18, 2011	Mallinckrodt Hospital Products IP Limited
UVAR XTS	3949903	April 26, 2011	Mallinckrodt Hospital Products IP Limited
YIN-YANG DESIGN (black & white version)	4940208	April 19, 2016	Mallinckrodt Hospital Products IP Limited

U.S. Trademark Applications

N/A