

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENDO GLOBAL AESTHETICS LIMITED		05/13/2020	Private Limited Company: IRELAND
ENDO VENTURES BERMUDA LIMITED		05/13/2020	Company: BERMUDA
ENDO GLOBAL VENTURES		05/13/2020	UNLIMITED LIABILITY COMPANY: BERMUDA
ENDO VENTURES LIMITED		05/13/2020	Private Limited Company: IRELAND
PALADIN LABS INC.		05/13/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	88758888	ZARYSSA
Serial Number:	88758907	ZOFISSE
Registration Number:	4410839	ASK ABOUT THE CURVE
Registration Number:	3008707	CONTRAMID
Registration Number:	3838253	SUMAVEL
Registration Number:	3785074	XIAFLEX
Registration Number:	3886633	XIAFLEX
Registration Number:	3862018	XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYT
Registration Number:	4010231	XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYT
Registration Number:	4531835	XIAFLEX LINX
Serial Number:	88840919	QWO
Registration Number:	2157186	ANTIZOL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2595877	ANTIZOL
Registration Number:	2246939	HELIKIT
Serial Number:	88840939	ZAEYYA

CORRESPONDENCE DATA

Fax Number: 2124552502

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)455-2055

Email: ksolomon@stblaw.com

Correspondent Name: KATE MIRINO

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/2910

NAME OF SUBMITTER: KATE MIRINO

SIGNATURE: /KM/

DATE SIGNED: 05/26/2020

Total Attachments: 6

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 13, 2020 by and from ENDO GLOBAL AESTHETICS LIMITED, ENDO VENTURES BERMUDA LIMITED, ENDO GLOBAL VENTURES, ENDO VENTURES LIMITED and PALADIN LABS INC. (each a "Grantor" and together, the "Grantors") to and in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, for itself and as Collateral Trustee (as defined in the Collateral Trust Agreement referenced below) for the Secured Parties (as defined in the Collateral Trust Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, reference is made to (a) that certain Credit Agreement, dated as of April 27, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ENDO INTERNATIONAL PLC, a company organized under the laws of Ireland (Registered Number 534814) ("Parent"), Endo Luxembourg Finance Company I S.à r.l., a société à responsabilité limitée (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 2a, rue Nicolas Bové, L-1253 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B182645, Endo LLC, a Delaware limited liability company (the "Co-Borrower" and, together with the Lux Borrower, the "Borrowers"), the lenders from time to time party thereto and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successor and permitted assigns, the "Credit Agreement Agent"), (b) that certain Indenture, dated as of April 27, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2024 Indenture"), by and among Endo Designated Activity Company, a company organized under the laws of Ireland (Registered Number 534651) ("EDAC"), Endo Finance LLC, a Delaware limited liability company ("Finance LLC") and Endo Finco Inc., a Delaware corporation (together with EDAC and Finance LLC, collectively, the "2024 Issuers"), certain affiliates of the 2024 Issuers from time to time party thereto as guarantors, and Well Fargo Bank, National Association, as trustee (in such capacity, together with its successors and permitted assigns in such capacity, the "Indenture Trustee"), (c) that certain Indenture, dated as of March 28, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2027 Indenture") by and among Par Pharmaceutical, Inc. (the "2027 Issuer" and, together with the 2024 Issuers, the "Issuers"), certain affiliates of the 2027 Issuer from time to time party thereto as guarantors, and the Indenture Trustee, as trustee and (d) that certain Collateral Trust Agreement, dated as of April 27, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), by and among Parent, the Borrowers, the Issuers, the other grantors from time to time party thereto and Wilmington Trust, National Association, in its capacity as Collateral Trustee (the "Collateral Trustee") for the Secured Parties (as defined in the Collateral Trust Agreement), the Credit Agreement Agent, the Indenture Trustee and the other parties from time to time party thereto;

WHEREAS, the Grantors and certain Subsidiaries of Parent have entered into a US Intellectual Property Pledge and Security Agreement dated as of May 13, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "US IP Security Agreement");

WHEREAS, the Grantors own the trademarks listed on Schedule A attached hereto (the "Trademarks"), which Trademarks are registered with or are the subject of applications for registration in the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the US IP Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the US IP Security Agreement, the provisions of the US IP Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the US IP Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon the occurrence of the Termination Date, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the US IP Security Agreement and this Confirmatory Grant.

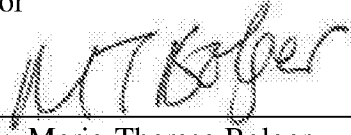
(b) The Grantors hereby pledge and grant to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in (other than applications for trademarks or service marks filed in the United States Patent and Trademark Office or any successor office thereto (the "PTO") on the basis of the Grantors' intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO) all of the Grantor's right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements and dilutions thereof; (4) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing.

3. Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

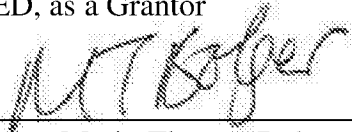
4. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Collateral Trustee hereunder are subject to the terms and provisions of the Collateral Trust Agreement and the US IP Security Agreement. In the event of any inconsistency between the provisions of this Confirmatory Grant and the Collateral Trust Agreement or the US IP Security Agreement with respect to the priority of the Liens created hereby and the rights and remedies of the Collateral Trustee, the provisions of the Collateral Trust Agreement and/or the US IP Security Agreement shall supersede the provisions of this Confirmatory Grant. Any provision of this Confirmatory Grant to the contrary notwithstanding, the Grantors shall not be required to act or refrain from acting in a manner that is inconsistent with the terms and provisions of the Collateral Trust Agreement or the US IP Security Agreement.

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant effective as of the date first written above.

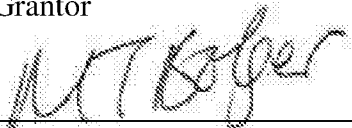
ENDO GLOBAL AESTHETICS LIMITED,
as a Grantor

By: 
Name: Marie-Therese Bolger
Title: Director


ENDO VENTURES BERMUDA
LIMITED, as a Grantor

By: 
Name: Marie-Therese Bolger
Title: Director

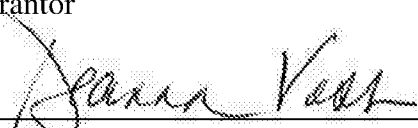
ENDO GLOBAL VENTURES,
as a Grantor

By: 
Name: Marie-Therese Bolger
Title: Director

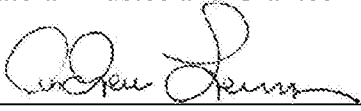
ENDO VENTURES LIMITED,
as a Grantor

By: 
Name: Marie-Therese Bolger
Title: Director

PALADIN LABS INC.,
as a Grantor

By: 
Name: Deanna Voss
Title: Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Trustee and Grantee

By: 
Name: Andrew Lennon
Title: AVP

Schedule A

Trademarks

	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
1.	ZARYSSA	88758888	Jan 14, 2020			Pending	Endo Global Aesthetics Limited
2.	ZOFISSE	88758907	Jan 14, 2020			Pending	Endo Global Aesthetics Limited
3.	ASK ABOUT THE CURVE	85/858,684	Feb 25, 2013	4410839	Oct 1, 2013	Registered	Endo Global Ventures
4.	CONTRAMID	78/416,930	May 11, 2004	3008707	Oct 25, 2005	Registered	Endo Ventures Limited
5.	SUMAVEL	77/176,600	May 9, 2007	3838253	Aug 24, 2010	Registered	Endo Ventures Bermuda Limited
6.	XIAFLEX	76/665,957	Sep 13, 2006	3785074	May 4, 2010	Registered	Endo Global Ventures
7.	XIAFLEX (Stylized)	77/274,256	Sep 7, 2007	3886633	Dec 7, 2010	Registered	Endo Global Ventures
8.	XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYTICUM & Design	77/883,942	Dec 2, 2009	3862018	Oct 12, 2010	Registered	Endo Global Ventures
9.	XIAFLEX COLLAGENASE CLOSTRIDIUM HISTOLYTICUM TRANSFORMING TREATMENT & Design	85/036,497	May 12, 2010	4010231	Aug 9, 2011	Registered	Endo Global Ventures
10.	XIAFLEX LINX	85/856,083	Feb 21, 2013	4531835	May 20, 2014	Registered	Endo Global Ventures
11.	QWO	88840919	Mar 19, 2020			Pending	Endo Global Aesthetics Limited
12.	ANTIZOL	74/720,396	Aug 25, 1995	2157186	May 12, 1998	Registered	Paladin Labs Inc.
13.	ANTIZOL	76/220,481	Mar 6, 2001	2595877	Jul 16, 2002	Registered	Paladin Labs Inc.
14.	HELIKIT	75/164,340	Sep 11, 1996	2246939	May 25, 1999	Registered	Paladin Labs Inc.
15.	ZAERYA	88840939	Mar 19, 2020			Pending	Endo Global Aesthetics Limited

TRADEMARK

RECORDED: 05/26/2020

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