

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579625

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|---|---|-------------------------|----------------------------------|
| 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 Pharmaceuticals Ireland Limited | | 06/02/2020 | 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: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6056868 | SONORANT | |
| Serial Number: | 88464881 | S SONORANT THERAPEUTICS | |
| Serial Number: | 88464893 | S SONORANT THERAPEUTICS | |
| Serial Number: | 88464898 | S | |
| Serial Number: | 88464907 | S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123548113 | | |
| <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: | 2128192671 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | Adam Burstain/WHITE & CASE LLP | | |
| Address Line 1: | 1221 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 1111779-2659-BX32 | | |
| NAME OF SUBMITTER: | Adam Burstain | | |
| SIGNATURE: | /Adam Burstain/ | | |
| DATE SIGNED: | 06/04/2020 | | |

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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 2, 2020 (this “**Agreement**”), made by Mallinckrodt Pharmaceuticals Ireland Limited, a private limited company incorporated in Ireland (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 124, boulevard de la Pétrusse, L-2330 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 thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof 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 PHARMACEUTICALS
IRELAND LIMITED


By: 

Name: Alasdair Fenlon
Title: Director

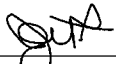
[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006953 FRAME: 0198

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent,

By:  _____

Name: Philip Tancorra
Vice President
Title: philip.tancorra@db.com / 212-250-6576

By:  _____

Name: Jennifer Culbert
Vice President
Title: jennifer-a.culbert@db.com
212 250 0738

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Trademark Registrations

| Trademark | Registration No. | Registration Date | Owner |
|------------------|-------------------------|--------------------------|--|
| Sonorant | 6056868 | 05/19/2020 | MALLINCKRODT PHARMACEUTICALS IRELAND LIMITED |

U.S. Trademark Applications

| Trademark | Application No. | Application Date | Owner |
|--|------------------------|-------------------------|--|
| Belesala | 79/273317 | 09/10/2019 | MALLINCKRODT PHARMACEUTICALS IRELAND LIMITED |
| Sonorant Therapeutics with S Logo (color) | 88/464881 | 06/07/2019 | MALLINCKRODT PHARMACEUTICALS IRELAND LIMITED |
| Sonorant Therapeutics with S Logo (black & white) | 88/464893 | 06/07/2019 | MALLINCKRODT PHARMACEUTICALS IRELAND LIMITED |
| S Logo (color) | 88/464898 | 06/07/2019 | MALLINCKRODT PHARMACEUTICALS IRELAND LIMITED |
| S Logo (black & white) | 88/464907 | 06/07/2019 | MALLINCKRODT PHARMACEUTICALS IRELAND LIMITED |