

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mallinckrodt Pharmaceuticals Ireland Limited		06/02/2020	Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
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:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1229530		
NAME OF SUBMITTER:	Jordana Dreyfuss		
SIGNATURE:	/Jordana Dreyfuss/		
DATE SIGNED:	06/08/2020		

OP \$140.00 6056868

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 Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent (as defined below).

Reference is made to the Second Lien U.S. Collateral Agreement dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien 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 "**Issuer**"), Mallinckrodt CB LLC, a Delaware limited liability company (the "**US Co-Issuer**", and together with the Issuer, the "**Issuers**"), each Guarantor listed on the signature pages thereof and each other Guarantor that becomes a party thereto after the Issue Date (together with the Issuer and the US Co-Issuer, collectively, the "**Pledgors**") and Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent (together with its successors and assigns in such capacity, the "**Second Lien 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 Second Lien U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien 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 Second Lien U.S. Collateral Agreement did, and hereby does, assign and pledge to the Second Lien 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, 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. *Second Lien U.S. Collateral Agreement.* The security interests granted to the Second Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Collateral Agent pursuant to the Second Lien U.S. Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the IP Collateral are more fully set forth in the Second Lien 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 Second Lien U.S. Collateral Agreement, the terms of the Second Lien 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.**

SECTION 6 Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the First Priority/Second Priority Intercreditor Agreement. In the event of any conflict between the terms of the First Priority/Second Priority Intercreditor Agreement and this Agreement, the terms of the First Priority/Second Priority Intercreditor Agreement shall govern and control

[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

[Notice of Grant of Security Interest in Trademarks (2L Notes)]

TRADEMARK
REEL: 006955 FRAME: 0485

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Second Lien Collateral Agent

By: 
Name: Raye Goldsborough
Title: Assistant Vice President

By: _____
Name:
Title:

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks.

U.S. Trademark Registrations

Mark	Registration No.	Registration Date	Owner
Sonorant	6056868	05/19/2020	Mallinckrodt Pharmaceuticals Ireland Limited

U.S. Trademark Applications

Mark	Application No.	Filing 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