

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637283

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 PHARMACEUTICALS INC.		03/29/2021	Corporation: DELAWARE
PAR PHARMACEUTICAL, INC.		03/29/2021	Corporation: NEW YORK

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: 10

Property Type	Number	Word Mark
Serial Number:	90552384	ENDO THERAPEUTICS
Serial Number:	90550232	ENDO THERAPEUTICS
Serial Number:	90079215	
Serial Number:	90079225	ENDO
Serial Number:	90168104	ESR
Serial Number:	90452258	REALLY CELLULITE
Serial Number:	90168428	ENZYMATIC SUBCISION AND REMODELING (ESR)
Serial Number:	90168379	ENZYMATIC SUBCISION AND REMODELING
Registration Number:	5307112	ENDO
Serial Number:	88911832	TRUDELIVERY

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

CH \$265.00 90552384

Correspondent Name: KATE MIRINO, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/2993

NAME OF SUBMITTER: KATE MIRINO

SIGNATURE: /KM/

DATE SIGNED: 04/06/2021

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 March 29, 2021 by and from ENDO PHARMACEUTICALS INC. and PAR PHARMACEUTICAL, 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 Amendment and Restatement Agreement, dated as of March 25, 2021, amending and restating that certain Credit Agreement, dated as of April 27, 2017 (as amended by the First Amendment thereto, dated as of March 28, 2019, and as the same may be further 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 5, Place de la Gare, L-1616 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B182645 (the “Lux Borrower”), 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”), certain affiliates of the 2027 Issuer from time to time party thereto as guarantors, and the Indenture Trustee, as trustee, that certain Indenture, dated as of March 25, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2029 Indenture”) by and among Endo U.S. Inc., a Delaware corporation and 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 5, Place de la Gare, L-1616 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B182645 (each, a “2029 Issuer” and, together with the 2024 Issuers and the 2027 Issuer, the “Issuers”), certain affiliates of the 2029 Issuers from time to time party thereto as guarantors, and the Indenture Trustee, as trustee and (e) 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 Domestic Subsidiaries of Parent have entered into a US Pledge and Security Agreement dated as of April 27, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the “US 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 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 Security Agreement, the provisions of the US 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 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 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 Grantor’s 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 Grantors’ right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) their 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 throughout the world.

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

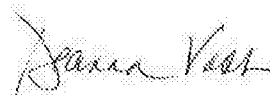
4. Notwithstanding anything to the contrary set forth herein, the priority of the Liens created hereby and the rights and remedies of the Collateral Trustee hereunder are subject to the terms and provisions of the Collateral Trust Agreement and the US Security Agreement. In the event of any inconsistency between the provisions of this Confirmatory Grant and the Collateral Trust Agreement or the US 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 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 Security Agreement.

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

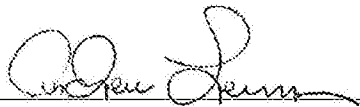
ENDO PHARMACEUTICALS INC.

By: 
Name: Deanna Voss
Title: Assistant Secretary

PAR PHARMACEUTICAL, INC.

By: 
Name: Deanna Voss
Title: Assistant Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Trustee and Grantee

By:  _____
Name: Andrew Lennon
Title: Assistant Vice President

Schedule A

Trademarks

	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
1.	ENDO THERAPEUTICS & Design	90/552,384	Mar 1, 2021	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
2.	ENDO THERAPEUTICS & Design	90/550,232	Feb 26, 2021	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
3.	Design Only	90/079,215	Jul 28, 2020	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
4.	ENDO & Design	90/079,225	Jul 28, 2020	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
5.	ESR	90/168,104	Sep 9, 2020	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
6.	REALLY CELLULITE	90/452,258	Jan 7, 2021	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
7.	ENZYMATIC SUBCISION AND REMODELING (ESR)	90/168,428	Sep 9, 2020	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
8.	ENZYMATIC SUBCISION AND REMODELING	90/168,379	Sep 9, 2020	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
9.	AN ENDO INTERNATIONAL COMPANY	79/303,244	Nov 17, 2020	n/a	n/a	Pending	Endo Pharmaceuticals Inc.
10.	ENDO	86/775,932	Oct 2, 2015	5307112	Oct 10, 2017	Registered	Endo Pharmaceuticals Inc.
11.	TRUDELIVERY	88/911,832	May 12, 2020	n/a	n/a	Pending	Par Pharmaceutical, Inc.