

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM675303

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		06/16/2020	Private Limited Company: IRELAND
ENDO GLOBAL VENTURES		06/16/2020	UNLIMITED LIABILITY COMPANY: BERMUDA
ENDO VENTURES LIMITED		06/16/2020	Private Limited Company: IRELAND
ENDO VENTURES BERMUDA LIMITED		06/16/2020	Company: BERMUDA
PALADIN LABS INC.		06/16/2020	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: 14

Property Type	Number	Word Mark
Serial Number:	88758888	ZARYSSA
Serial Number:	88758907	ZOFISSE
Serial Number:	88840939	ZAEYYA
Registration Number:	4410839	ASK ABOUT THE CURVE
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
Registration Number:	3008707	CONTRAMID
Registration Number:	3838253	SUMAVEL
Registration Number:	2157186	ANTIZOL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2595877	ANTIZOL
Registration Number:	2246939	HELIKIT

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: 2124553605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, 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:	509335/2910
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	09/17/2021

Total Attachments: 7

- source=Endo - 2L TM Security Agreement (Foreign Grantors) Executed#page1.tif
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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 June 16, 2020 by and from ENDO GLOBAL AESTHETICS LIMITED, ENDO GLOBAL VENTURES, ENDO VENTURES LIMITED, ENDO VENTURES BERMUDA LIMITED and PALADIN LABS INC. (each a "Grantor" and collectively 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 Indenture, dated as of June 16, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among Endo Finco Inc., a Delaware corporation, Endo Finance LLC, a Delaware limited liability company and Endo Designated Activity Company, a company organized under the laws of Ireland, as issuers (collectively, the "Issuers"), Endo International PLC, a company organized under the laws of Ireland (Registered Number 534814) ("Parent") and certain other subsidiaries of Parent, as guarantors, and Wells Fargo Bank, N.A., as trustee (in such capacity, the "Indenture Trustee") relating to the Issuer's \$947,220,000 aggregate principal amount of 9.500% Secured Notes due 2027 (including any related exchange notes and any additional notes issues under the Indenture referred to below from time to time, the "Notes") and (b) that certain Second Lien Collateral Trust Agreement, dated as June 16, 2020 (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 Issuers, the other Grantors party thereto from time to time, the other Subsidiaries of Parent from time to time party thereto, the Indenture Trustee, the Collateral Trustee and the other parties from time to time party thereto;

WHEREAS, the Grantors and certain Subsidiaries of Parent have entered into a Second Lien US Intellectual Property Pledge and Security Agreement dated as of June 16, 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 any 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.

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.

PALADIN LABS INC.,
as a Grantor

By: Deanna Voss
Name: Deanna Voss
Title: Secretary

ENDO VENTURES BERMUDA LIMITED,
as a Grantor

By: _____
Name:
Title: Director

ENDO GLOBAL VENTURES,
as a Grantor

By: _____
Name:
Title: Director

ENDO VENTURES LIMITED,
as a Grantor

By: _____
Name:
Title: Director

ENDO GLOBAL AESTHETICS LIMITED,
as a Grantor

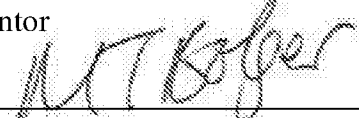
By: _____
Name:
Title: Director

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

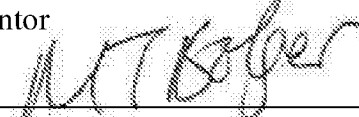
PALADIN LABS INC.,
as a Grantor

By: _____
Name: Deanna Voss
Title: Secretary

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:
Title: Director

ENDO GLOBAL AESTHETICS LIMITED,
as a Grantor

By: _____
Name:
Title: Director

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

PALADIN LABS INC.,
as a Grantor

By: _____
Name: Deanna Voss
Title: Secretary

ENDO VENTURES BERMUDA LIMITED,
as a Grantor

By: _____
Name:
Title: Director

ENDO GLOBAL VENTURES,
as a Grantor

By: _____
Name:
Title: Director


ENDO VENTURES LIMITED,
as a Grantor

By: _____
Name: Jenny O Connell
Title: Director

ENDO GLOBAL AESTHETICS LIMITED,
as a Grantor

By: _____
Name: Jenny O Connell
Title: Director

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Trustee and Grantee

By: 

Name: Andrew Lennon

Title: AVP

Signature Page of Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 007425 FRAME: 0214

Trademarks

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