# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		10/20/2021	Corporation:

### **RECEIVING PARTY DATA**

Name:	PAR PHARMACEUTICAL, INC.		
Street Address:	1 Ram Ridge Rd		
City:	Chestnut Ridge		
State/Country:	NEW YORK		
Postal Code:	10977		
Entity Type:	Corporation: NEW YORK		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1835117	ACCOLATE

### CORRESPONDENCE DATA

Fax Number: 2026544501

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: 2026544565

ipdocketing@havnesboone.com Email:

HAYNES AND BOONE LLP - JEFFREY A. WOLFSO **Correspondent Name:** 

Address Line 1: 2323 VICTORY AVENUE

Suite 700 Address Line 2:

Address Line 4: Dallas, TEXAS 75219

NAME OF SUBMITTER:	Yolanda M. Hazell
SIGNATURE:	/Yolanda M. Hazell/
DATE SIGNED:	10/20/2021

#### **Total Attachments: 5**

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**TRADEMARK** 

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# PARTIAL RELEASE AND TERMINATION OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (FIRST LIEN)

THIS PARTIAL RELEASE AND TERMINATION OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (FIRST LIEN) (this "Partial Release") is made effective as of October 20, 2021 by and from 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 "Grantor") to and in favor of PAR PHARMACEUTICAL, INC. (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 or may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "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 "Issuers"), certain affiliates of the 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 Collateral Trust Agreement, dated as of April 27, 2017 (as the same may be or may have been 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; and (d) that certain Asset Purchase Agreement, dated as of August 4, 2021 (the "Purchase Agreement"), by and between the Grantee and Strides Pharma, Inc., a New Jersey corporation;

WHEREAS, in accordance with the Credit Agreement, the Grantee and certain Domestic Subsidiaries of Parent 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, in accordance with the US Security Agreement, the Grantor, the Grantee, and certain other grantors party thereto entered into that certain Confirmatory Grant of Security Interest in United States Trademarks dated April 27, 2017 (the "Confirmatory Grant") whereby the Grantee reaffirmed the security interest granted to the Grantor under the US Security Agreement, for the benefit of the Secured Parties (the "Security Interest") in all of the Grantee's right, title and interest, wherever located and whether then owned or thereafter 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 goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments then or thereafter 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 (the "Trademark Collateral"), including the trademark registration listed on Exhibit A attached hereto (the "Released Trademark");

WHEREAS, the Confirmatory Grant was recorded in the U.S. Patent and Trademark Office's trademark division on June 8, 2017, at Reel 6080, Frame 0653;

WHEREAS, pursuant to the Purchase Agreement, Grantee is selling the Purchased Assets (as defined in the Purchase Agreement), including certain Trademark Collateral and the Released Trademark;

WHEREAS, pursuant to that certain Acknowledgement of Collateral Release, dated as of October 20, 2021, the Grantor acknowledged and agreed that as of the date thereof, a ny Liens granted by the Grantee on the Purchased Assets in favor of the Grantor to secure obligations under the Secured Debt Documents are released and terminated; and

WHEREAS, in connection with the foregoing, the Grantee desires that the Grantor execute this Partial Release evidencing the termination and release of the Security Interest in the Trademark Collateral constituting Purchased Assets, including the Released Trademark.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

- 1. <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the US Security Agreement or Confirmatory Grant, as applicable.
- 2. Partial Release of Security Interest. The Grantor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its security interest (including the Security Interest) in the Trademark Collateral constituting Purchased Assets, including the Released Trademark, and reassigns and transfers to the Grantee all right, title and interest that the Grantor may have in any Trademark Collateral constituting Purchased Assets, including the Released Trademark. For the avoidance of any doubt, the termination, release and discharge hereunder shall be limited only and solely to the Trademark Collateral constituting Purchased Assets (including the Released Trademark), and shall not apply in any respect to any

other Trademark Collateral. The Grantor reserves and retains its security interest (including the Security Interest, and any other right, title or interest) in and to all such other Trademark Collateral.

- 3. <u>Recordation of Partial Release</u>. The Grantor hereby authorizes the Grantee or the Grantee's authorized representative or designee to record this Partial Release with the U.S. Patent and Trademark Office's trademark division.
- 4. <u>Applicable Law</u>. THIS PARTIAL RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
- 5. <u>Electronic Execution</u>. This Partial Release may be executed by facsimile transmission or other electronic transmission.

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IN WITNESS WHEREOF, the undersigned has executed this Partial Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Grantor

Name: Andrew Lennon

Title: Assistant Vice President

## Exhibit A - Released Trademark

Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	Status	Owner
ACCOLATE	74263467	1835117	5	Renewed in	Par Pharmaceutical, Inc.
	07-APR-1992	10-MAY-1994		2014	

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**RECORDED: 10/20/2021**