

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728692

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		05/16/2022	Private Limited Company: IRELAND
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: 1			
Property Type	Number	Word Mark	
Registration Number:	6198909	QWO	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552055		
Email:	ksolomon@stblaw.com		
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:	509335/2910		
NAME OF SUBMITTER:	KATE MIRINO		
SIGNATURE:	/KM/		
DATE SIGNED:	05/18/2022		
Total Attachments: 4			
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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 May 16, 2022 by and from ENDO GLOBAL AESTHETICS LIMITED (the “Grantor”) 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 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 Wells Fargo Bank, National Association, as trustee (in such capacity, together with its successors and permitted assigns in such capacity, the “Indenture Trustee”) relating to the Issuers’ \$947,220,000 aggregate principal amount of 9.500% Secured Notes due 2027 (the “Notes”) and (b) that certain Second Lien Collateral Trust Agreement, 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 “Collateral Trust Agreement”), by and among ENDO INTERNATIONAL PLC, a company organized under the laws of Ireland (Registered Number 534814) (“Parent”), 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 Indenture Trustee and the other parties from time to time party thereto;

WHEREAS, the Grantor 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 Grantor owns the trademark listed on Schedule A attached hereto (the “Trademark”), which Trademark is registered with 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 Grantor all reasonably requested instruments in writing releasing the security interest in the Trademark acquired under the US IP Security Agreement and this Confirmatory Grant.


(b) The Grantor hereby pledges and grants 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 Grantor's right, title and interest, wherever located and whether now owned or hereafter 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 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 Grantor 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 Grantor has executed this Confirmatory Grant effective as of the date first written above.

ENDO GLOBAL AESTHETICS LIMITED,
as a Grantor

DocuSigned by:


By: _____
Name: Marie-Therese Bolger
Title: Secretary