

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piramal Critical Care, Inc.		12/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as Security Agent		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4122201	GABLOFEN	
Registration Number:	5968476	MITIGO	
Registration Number:	3613221	PETREM	
Registration Number:	3436626	SOJOURN	
Registration Number:	5162272	TERRELL	
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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1866263 TM		
NAME OF SUBMITTER:	Jonathan R. Larson		
SIGNATURE:	/Jonathan R. Larson/		
DATE SIGNED:	12/23/2022		

OP \$140.00 4122201

Total Attachments: 10

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2022.

AMONG:

- (1) **PIRAMAL CRITICAL CARE INC.**, a Delaware corporation (the **Grantor**); and
- (2) **HSBC BANK USA, NATIONAL ASSOCIATION**, as security agent for the Secured Parties (in such capacity, the **Security Agent**).

RECITALS:

- (A) Piramal Critical Care Inc., as borrower, Piramal Pharma Limited, as guarantor, the Security Agent, State Bank of India, London Branch, as agent and arranger, and the financial institutions listed therein as Original Lenders are parties to a Facility Agreement dated September 21, 2022, as amended and restated by that certain and Supplemental Agreement dated December 21, 2022 (and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the **Initial Facility Agreement**).
- (B) Piramal Critical Care Inc., as debtor, the Security Agent, State Bank of India, London Branch, as initial agent, the financial institutions listed therein as initial facility creditors (and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the **Security Sharing Agreement**).
- (C) Pursuant to the terms of the Security Sharing Agreement, the Grantor may enter into an Additional Facility Agreement (as defined therein, and together with the Initial Facility Agreement, the **Facility Agreements**, or individually, a **Facility Agreement**).
- (D) The Grantor is a wholly-owned subsidiary of Piramal Healthcare Inc.
- (E) The Grantor is party to a Pledge and Security Agreement, dated as of December 23, 2022, in favor of the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the **Pledge and Security Agreement**), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (F) In consideration of the conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Secured Liabilities (as defined in the Facility Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest

in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

Intellectual Property Collateral means the Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by or licensed to the Grantor, including those referred to on Schedule 1 hereto;
- (b) all Patents owned by or licensed to the Grantor, including those referred to on Schedule 2 hereto;
- (c) all Trademarks owned by or licensed to the Grantor, including those referred to on Schedule 3 hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which the Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

3. Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

4. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

PIRAMAL CRITICAL CARE INC.,
as **Grantor**

By: 

Name: Pritesh Pandya
Title: Officer - Controller

ACCEPTED AND AGREED

HSBC BANK USA, NATIONAL ASSOCIATION,
as **Security Agent**

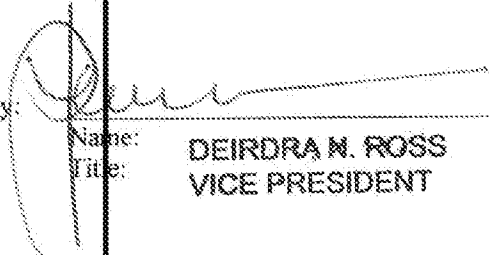
By: _____
Name:
Title:

PIRAMAL CRITICAL CARE INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED

HSBC BANK USA, NATIONAL ASSOCIATION,
as Security Agent

By:  _____
Name: **DEIRDRA N. ROSS**
Title: **VICE PRESIDENT**

SCHEDULE 1 TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Copyrights

None.

SCHEDULE 2 TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

Patents

Grantor	Country of Filing	Title	Reg. No. or Appln. No.	Filing Date	
Piramal Critical Care Inc.	United States of America	Receiver with Valves	13/920038	17 June 2013	Granted
Piramal Critical Care Inc.	United States of America	Flat-Sided outlet Device for controlling Anesthetic Flow in Vaporizer with Plunger	12/630174	3 December 2009	Granted
Piramal Critical Care Inc.	United States of America	Device with Flat-Sided outlet for Controlling Anesthetic Flow	12/608092	29 October 2009	Granted
Piramal Critical Care Inc.	United States of America	Intrathecal Baclofen	12/701342	5 February 2010	Granted
Piramal Critical Care Inc.	United States of America	Intrathecal Baclofen Pharmaceutical Dosage Forms with Fewer Degradation Products	14/574733	18 December 2014	Granted
Piramal Critical Care Inc.	United States of America	Intrathecal Baclofen Pharmaceutical Dosage Forms and Related Delivery Systems	15/014893	3 February 2016	Granted
Piramal Critical Care Inc.	United States of America	Improved Stability of Hydromorphone Hydrochloride Solutions	13/787042	6 March 2013	Granted

Piramal Critical Care Inc.	United States of America	Intrathecal Hydromorphone Solutions Having Improved Stability	14/019828	6 September 2013	Granted
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SCHEDULE 3 TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Trademark	Trademark Type	Country	Application Number	Filed Date	Registration Number	Registration Date	Renewal Due Date	Classes	Classes & Goods	Status
GABLOFEN	Word - Block Letters	United States of America	77850392	2009-10-16	4122201	2012-04-03	2032-04-03	5	5 - Pharmaceutical preparations for the treatment of spasticity; pharmaceutical kits comprised of pharmaceutical preparations for the treatment of spasticity; intrathecal systems comprised of pharmaceutical preparations for the treatment of spasticity	Registered
MITIGO	Word - Block Letters	United States of America	88130886	2018-09-25	5968476	2020-01-21	2026-01-21	5	5 - Pharmaceutical preparations, namely, analgesic preparations	Registered
PETREM	Word - Block Letters	United States of America	77282460	2007-09-18	3613221	2009-04-28	2029-04-28	5	5 - Inhalation anesthetic, namely, veterinary Sevoflurane	Registered
SOJOURN	Word - Block Letters	United States of America	76663514	2006-07-24	3436626	2008-05-27	2028-05-27	5	5 - Inhalation anesthetic, namely, sevoflurane	Registered
TERRELL	Word - Block Letters	United States of America	86836954	2015-12-02	5162272	2017-03-14	2023-03-14	5	5 - Inhalation anesthetic, namely, Isoflurane	Registered