

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819171

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wilmington Trust, National Association, As Collateral Trustee		06/21/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Endo Pharmaceuticals Inc.		
<b>Street Address:</b>	1400 Atwater Drive		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2853072	LIDODERM	
<b>Registration Number:</b>	2870973	LIDODERM	
<b>Registration Number:</b>	1597110	LIDODERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<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>			
<b>Phone:</b>	415-954-0200		
<b>Email:</b>	ip-squiretm@squirepb.com		
<b>Correspondent Name:</b>	Philip R. Zender		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 2:</b>	555 California Street, Suite 550		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	103444.00030		
<b>NAME OF SUBMITTER:</b>	Phillip R. Zender		
<b>SIGNATURE:</b>	/philip r. zender/		
<b>DATE SIGNED:</b>	06/22/2023		
<b>Total Attachments: 28</b>			

CH \$90.00 2853072

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

WHEREAS, Endo Pharmaceuticals Inc., Debtor-in-Possession, a Delaware corporation (“Company”), along with certain of its affiliates, entered into the following agreements (collectively, the “Agreements”) with Wilmington Trust, National Association, a national banking association, as collateral trustee (in such capacity, the “Collateral Trustee”) pursuant to which Company pledged and granted to Collateral Trustee, on behalf of and for the benefit of the Secured Parties, a security interest (each, a “Security Interest”) in all of Company’s right, title and interest in and to the trademarks set forth on the attached Schedule A (the “Trademarks”), amongst other collateral: (i) Confirmatory Grant of Security Interest in United States Trademarks dated as of April 27, 2017, recorded with the U.S. Patent and Trademark Office at Reel 6080 Frame 0570, on June 8, 2017; and (ii) Confirmatory Grant of Security Interest in United States Trademarks dated as of June 16, 2020, recorded with the U.S. Patent and Trademark Office at Reel 7510 Frame 0430, on December 20, 2021. The Agreements were entered into in connection with those certain “US Security Agreements” referenced therein. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreements.

WHEREAS, on August 16, 2022, Company, together with its affiliates, filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which case is pending as Case No. 22-22549 (Jointly Administered) (the “Bankruptcy Cases”);

WHEREAS, on November 11, 2022, the Bankruptcy Court entered the *Order (I) Authorizing and Approving Procedures for (A) the Use, Sale, Transfer, or Abandonment of De Minimis Assets Free and Clear of Liens, Claims, Interests and Encumbrances Without Further Order of the Court and (B) the Acquisition of De Minimis Assets; (II) Authorizing the Payment of Related Fees and Expenses; and (III) Granting Related Relief* [Docket No. 700] (the “Sale Order”) pursuant to which Company obtained authority to, without further order of the Bankruptcy Court, transfer the Trademarks free and clear of liens, claims, encumbrances and interests pursuant to section 363(f) of the Bankruptcy Code (the “Transfer”);

WHEREAS, pursuant to the Sale Order, on January 23, 2023, the Company provided Transaction Notice (as defined in the Sale Order) to the Notice Parties (as defined in the Sale Order), including counsel to the administrative agent and counsel to the indenture trustee under each of the Company and its affiliates’ bond issuance;

WHEREAS, no written objections were filed by the Notice Parties with the Bankruptcy Court within seven (7) days after service of the Transaction Notice;

WHEREAS, pursuant to the Sale Order, on February 22, 2023, the Company consummated the Transfer;

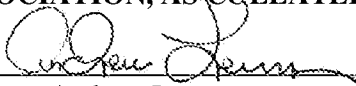
WHEREAS, pursuant to the Sale Order, the Security Interests in the Trademarks have been released; and

WHEREAS, Teikoku Sileyaku Co., Ltd./Tiekoku Pharma USA, Inc. hereby desires to document the release of the Security Interests as provided for in the Sale Order.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, Collateral Trustee, without warranty or recourse of any kind, hereby confirms that, pursuant to the Sale Order, the Security Interests held in the Trademarks, including without limitation the trademark


registrations set forth on the attached Schedule A, were released and, accordingly all its rights, powers, privileges and remedies under the Agreements with respect to the Trademarks have been terminated.

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, AS COLLATERAL TRUSTEE**

By:   
Name: Andrew Lennon  
Title: Assistant Vice President  
Date: June 21, 2023

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Reg. No.	Issue Date
	2,853,072	June 15, 2004
LIDODERM	2,870,973	August 10, 2004
LIDODERM	1,597,110	May 22, 1990

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re*

**ENDO INTERNATIONAL plc, et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)**

**(Jointly Administered)**

**Related Docket No. 165, 227, 267**

**ORDER (I) AUTHORIZING AND APPROVING  
PROCEDURES FOR (A) THE USE, SALE, TRANSFER, OR ABANDONMENT OF  
DE MINIMIS ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,  
AND ENCUMBRANCES WITHOUT FURTHER ORDER OF COURT AND (B) THE  
ACQUISITION OF DE MINIMIS ASSETS; (II) AUTHORIZING PAYMENT OF  
RELATED FEES AND EXPENSES; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases") for an order (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (as defined in the Motion) (the "De Minimis Assets") in any individual transaction or series of related transactions (each, a "De Minimis Asset Transaction") to a single party or group of related parties with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors' good faith judgment, free and clear of liens, claims, and interests (collectively, the "Liens"), without the need for further

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<sup>1</sup> The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors' good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators, with the amount of proposed commission fees to be paid to be disclosed in the Transaction Notice; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the "Hearing"); and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (ii) this is a core proceeding pursuant to 28 U.S.C. §§ 157 (b) and 1334(b); (iii) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (iv) due and proper notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all other parties-in-interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is hereby,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED solely to the extent set forth herein.

2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to use, sell, acquire, invest, or transfer De Minimis Assets in accordance with the following procedures (the “De Minimis Asset Transaction Procedures”):

a. *Transaction Value Less Than or Equal to USD \$500,000.* With regard to uses, sales, acquisitions, investments, or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single party or group of related parties with a total transaction value less than or equal to \$500,000, with such transaction value being the greater of (i) the actual price being paid for such De Minimis Assets or (ii) the gross book value of the De Minimis Assets subject to the sale, the Debtors are authorized to consummate such transaction(s) if the Debtors determine in the exercise of their business judgment that such transactions are in the best interest of the estates, without further order of the Court, with notice to be provided as follows:

i. The Debtors shall, at least seven days in advance of the proposed transaction, provide written notice (email shall suffice) to (i) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Michael J. Cohen (mcohen@gibsondunn.com), and Joshua K. Brody (jbrody@gibsondunn.com), counsel to the Ad Hoc First Lien Group (as defined in the First Day Declaration), (ii) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 Attn: Rachael Ringer (rringer@kramerlevin.com) and Megan Wasson (mwasson@kramerlevin.com), proposed counsel to the Official Committee of Unsecured Creditors (the “UCC”), (iii) proposed counsel to the opioid claimant committee (the “OCC”), Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart, Esq. (cspeckhart@cooley.com), Summer M. McKee, Esq. (smckee@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com)); (iv) McElroy, Deutsch, Mulvaney & Carpenter, LLP, 225 Liberty Street, 36<sup>th</sup> floor, New York, NY 10281, counsel to The Hartford Fire Insurance Company, The Hartford Financial Services Group, and their Affiliated Sureties, Attn: Michael R. Morano (mmorano@mdmc-law.com); and (v) any applicable surety bond beneficiaries, which notice shall: (a) identify the De Minimis Assets being used, sold, acquired, or transferred, (b) identify the transaction counterparty, (c) state the transaction amount, (d) identify any known Liens on De Minimis Assets to be



sold, (e) state the significant terms of the transaction documents, including, but not limited to, any payments to be made by the Debtors on account of commission fees to agents, brokers, auctioneers, and liquidators, and (f) disclose any relationships with the proposed sale counterparties.

b. *Transaction Value Greater Than USD \$500,000 but Less Than or Equal to USD \$2 Million.* With regard to uses, sales, acquisitions, investments, or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single party or group of related parties with a total transaction value of greater than \$500,000 and up to or equal to \$2 million, with such transaction value being the greater of (i) the actual price being paid for such De Minimis Assets or (ii) the gross book value of the De Minimis Assets subject to the sale:

- i. The Debtors are authorized to consummate such transaction(s) if the Debtors determine, in the exercise of their business judgment and in consultation with the Ad Hoc First Lien Group, the UCC, and the OCC that such transaction(s) are in the best interests of the estates, subject to the procedures set forth in the Order;
- ii. The Debtors shall give written notice by first class mail (or email, where applicable) of each such transaction, substantially in the form attached to the Proposed Order as **Exhibit 1** (the “Transaction Notice”), to: (a) the U.S. Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Paul Schwartzberg, Susan Arbeit, Andy Velez-Rivera, and Tara Tiantian; (b) Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 Attn: Rachael Ringer (rringer@kramerlevin.com) and Megan Wasson (mwasson@kramerlevin.com), proposed counsel to the UCC; (c) counsel to the administrative agent under the Debtors’ prepetition credit agreement; (d) counsel to the indenture trustee under each of the Debtors’ outstanding bond issuances; (e) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 Attn: Scott J. Greenberg (sgreenberg@gibsondunn.com), Michael J. Cohen (mcohen@gibsondunn.com), and Joshua K. Brody (jbrody@gibsondunn.com), attorneys for the Ad Hoc First Lien Group; (f) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Alice B. Eaton (aeton@paulweiss.com), Andrew Parlen (aparlen@paulweiss.com), and Alexander Woolverton (awoolverton@paulweiss.com), attorneys for the Ad Hoc Cross-Holder Group (as defined in the First Day Declaration); (g) Cooley LLP, 55 Hudson Yards, New York, NY 10001, Attn: Cullen D. Speckhart, Esq. (cspeckhart@cooley.com), Summer McKee, Esq.

(smckee@cooley.com), and Evan Lazerowitz, Esq. (elazerowitz@cooley.com), proposed counsel to the OCC, (h)(1) Roger Frankel (rfrankel@frankelwyron.com), Frankel Wyron, LLP, 2101 L Street, NW, Suite 800, Washington DC 20037, the Proposed FCR and (2) Frankel Wyron, LLP, 2101 L Street, NW, Suite 800, Washington, DC 20037 Attn: Richard H. Wyron, (rwyron@frankelwyron.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: James L. Patton, Jr. (jpatton@ycst.com), attorneys for the Proposed FCR; (i) McElroy, Deutsch, Mulvaney & Carpenter, LLP, 225 Liberty Street, 36<sup>th</sup> floor, New York, NY 10281, counsel to The Hartford Fire Insurance Company, The Hartford Financial Services Group, and Their Affiliated Sureties, Attn: Michael R. Morano (mmorano@mdmc-law.com); (j) any applicable surety bond beneficiaries; (k) any other party as required by applicable law; and (l) any known affected creditor asserting a Lien on the De Minimis Asset subject to sale (collectively, the “Notice Parties”);

- iii. The Transaction Notice shall (a) identify of the De Minimis Assets being used, sold, acquired, or transferred, (b) identify the transaction counterparty, (c) state the transaction amount, (d) identify any known Liens on De Minimis Assets to be sold, (e) state the significant terms of the transaction documents, including, but not limited to, any payments to be made by the Debtors on account of commission fees to agents, brokers, auctioneers, and liquidators, and (f) disclose any relationships with the proposed sale counterparties;
- iv. The Debtors shall take any additional actions that may be required under applicable laws and regulations to consummate the transaction.
- v. If no written objections from any of the Notice Parties are filed with the Court and served on (a) proposed counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) proposed co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com) within seven (7) days after service of such Transaction Notice, then the Debtors are authorized to immediately consummate such sale or transfer; and

- vi. If any Notice Party files and serves on counsel to the Debtors a written objection to any such transaction with the Court within fourteen (14) days after service of such Transaction Notice, then the relevant De Minimis Asset transaction shall only be consummated, after consulting with the Ad Hoc First Lien Group, the UCC, and the OCC, upon submission of a consensual form of order resolving the objection as between the Debtors and the objecting party or further order of the Court after notice and a hearing.
  - c. Pursuant to Bankruptcy Code section 363(f), all sales of De Minimis Assets pursuant to the Order shall be free and clear of all Liens, if any, with any and all such valid and perfected Liens to attach to proceeds of the sales with the same validity, priority, force, and effect such Liens had on the property immediately prior to the sale, subject to the rights, claims, defenses, and obligations, if any, of the Debtors and all interested parties with respect to any such asserted Liens.
  - d. Each purchaser of a De Minimis Asset will be afforded the protections of section 363(m) of the Bankruptcy Code as a good faith purchaser.
  - e. *Transaction Value Greater Than USD \$2 Million.* With regard to uses, sales, acquisitions, investments, or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single party or group of related parties with a total transaction of greater than USD \$2 million, with such transaction value being the greater of (i) the actual price being paid for such De Minimis Assets or (ii) the gross book value of the De Minimis Assets subject to the sale, these De Minimis Asset Transaction Procedures shall not apply, and the Debtors shall file an appropriate motion with the Court requesting approval of the transaction.
3. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon De Minimis Assets which the Debtors determine, in their good faith judgment and in consultation with the Ad Hoc First Lien Group, cannot be sold at a price greater than the cost of liquidating such assets, in accordance with the following procedures (the “De Minimis Asset Abandonment Procedures”):
- a. The Debtors shall, after consultation with the Ad Hoc First Lien Group, the UCC, and the OCC give written notice of the abandonment, substantially in the form attached to the Proposed Order as **Exhibit 2** (the “Abandonment Notice”), to the Notice Parties;
  - b. The Abandonment Notice shall contain a (i) reasonably detailed description of the De Minimis Assets to be abandoned, (ii) the Debtors’ reasons for such

abandonment, and (iii) any payments to be made by the Debtors in connection with such abandonment including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators;

c. If no written objections from any of the Notice Parties are filed with the Court and served on counsel to the Debtors within seven (7) days after the date of service of such Abandonment Notice, then the Debtors are authorized to immediately proceed with the abandonment; and

d. If a written objection from any Notice Party is filed with the Court and served on counsel to the Debtors within seven (7) days after service of such Abandonment Notice, then the relevant De Minimis Assets shall only be abandoned, after consulting with the Ad Hoc First Lien Group, the UCC, and the OCC, upon either the consensual resolution of the objection by the parties in question or further order of the Court after notice and a hearing.

4. Local Rules 6004-1 and 6005-1 are hereby waived with respect to any transaction undertaken pursuant to the De Minimis Asset Transaction Procedures.

5. The De Minimis Asset Transaction Procedures satisfy section 363(f) of the Bankruptcy Code, subject to the right of applicable Notice Parties to object on the ground that the applicable sale does not satisfy section 363(f) of the Bankruptcy Code.

6. Sales, uses, acquisitions, investments, or transfers to “insiders,” as that term is defined in section 101(31) of the Bankruptcy Code, are excluded from this Order.

7. Upon request, the Debtors will provide the Notice Parties with supporting documentation of any transactions undertaken pursuant to the order.

8. If, following filing of an Abandonment Notice or Transaction Notice, the Debtors receive a higher and better offer from a third party regarding the assets to be sold or abandoned, nothing in this Order shall prevent the Debtors from pursuing such higher and better offer.

9. No objection to the relief requested in the Motion combined with no timely objection to the sale or transfer of De Minimis Assets in accordance with the terms of this Order

shall be determined to be “consent” to such use, sale, or transfer within the meaning of section 363(f)(2) of the Bankruptcy Code.

10. Sales and transfers of De Minimis Assets are, without need for any action by any party, free and clear of all Liens, with such Liens attaching to the proceeds of such sale or transfer with the same validity, extent, and priority and subject to the same defenses as had attached to such De Minimis Assets immediately prior to such sale or transfer. The holder of any valid lien, claim, encumbrance, or interest on such De Minimis Assets shall, as of the effective date of such sale or transfer, be deemed to have waived and released such lien, claim, encumbrance, or interest, without regard to whether such holder has executed or filed any applicable release, and such lien, claim, encumbrance, or interest shall automatically, and with no further action by any party, attach to the proceeds of such sale.

11. Purchasers that purchase De Minimis Assets pursuant to the De Minimis Asset Transaction Procedures and their transferees are entitled to the protections afforded to good-faith purchasers under section 363(m) of the Bankruptcy Code.

12. During the Chapter 11 Cases, the Debtors will provide a written report, within 30 days after each calendar quarter (to the extent any transactions of De Minimis Assets were consummated or effectuated or any De Minimis Assets were abandoned pursuant to this Order for the relevant quarter) concerning any such transactions or abandonments made pursuant to the relief requested herein (including the names of the transaction parties and the types and amounts of the transactions) to the Notice Parties and those parties requesting notice pursuant to Bankruptcy Rule 2002; *provided, however*, that the Debtors shall file a report thirty (30) days after confirmation of a chapter 11 plan of reorganization or liquidation, and following such filing, the

Debtors shall have no additional or further reporting obligations with respect to De Minimis Asset transactions or abandonments.

13. Service of the Transaction Notice is sufficient notice of the use, sale, or transfer of such De Minimis Assets.

14. With respect to all sale transactions consummated pursuant to this Order, this Order shall be sole and sufficient evidence of the transfer of title to any particular buyer, and the sale transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transactions contemplated hereby.

15. The Debtors are authorized to pay those reasonable and necessary fees and expenses incurred in the use, sale, transfer, or acquisition of De Minimis Assets, including commission fees to agents, brokers, auctioneers, and liquidators.<sup>3</sup>

16. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the use, sale, acquisition, or transfer of any asset under 11 U.S.C. § 363.

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<sup>3</sup> The Debtors will not pay fees and expenses of estate-retained professionals in connection with such use, sale, transfer, or acquisition, however, other than in accordance with the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* dated October 12, 2022 [Docket No. 378].

17. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the rights of the Debtors or any statutory committee appointed in the Chapter 11 Cases, to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

18. Notwithstanding anything to the contrary in this Order or the De Minimis Asset Transaction Procedures, none of the Debtors' insurance policies and/or any related agreements shall be sold, assigned, or otherwise transferred pursuant to any De Minimis Asset Transaction except in compliance with the terms of such insurance policies, any related agreements, and/or applicable nonbankruptcy law.

19. Notwithstanding anything to the contrary contained herein, any payment to be made or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any order regarding the use of cash collateral ("Cash Collateral Order"), or budget in connection therewith, approved by the Court in these Chapter 11 Cases. This Order shall not limit or be deemed to waive any rights of the UCC or the OCC under the Cash Collateral Order.

20. Nothing in this Order shall be deemed to allow the Debtors to abandon real or personal property in violation of applicable state or federal laws or regulations, including, but not limited to, environmental laws and regulations.

21. The De Minimis Asset Transaction Procedures and the De Minimis Asset Abandonment Procedures satisfy Bankruptcy Rules 2002 and 6007 and Local Rule 6007-1.

22. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

24. The Debtors are authorized and empowered to take all actions necessary and appropriate to implement the relief granted in this Order, including, without limitation, entering into sale agreements, executing all other appropriate sale related documents, paying fees and expenses incurred in the sale or transfer of De Minimis Assets, and taking any and all steps necessary to effectuate any approved sale or abandonment.

25. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: November 15, 2022  
New York, New York

/s/ James L. Garrity, Jr.

THE HONORABLE JAMES L. GARRITY, JR.,  
UNITED STATES BANKRUPTCY JUDGE



**Exhibit 1**

**Transaction Notice**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
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*Counsel to Debtors and Debtors in Possession*

TOGUT, SEGAL & SEGAL LLP  
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New York, New York 10119  
(212) 594-5000

*Co-Counsel for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re*

**ENDO INTERNATIONAL plc, et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)  
  
(Jointly Administered)**

**LIMITED NOTICE OF [ ] WITH [ ]  
IN ACCORDANCE WITH THE ORDER (I) AUTHORIZING AND APPROVING  
PROCEDURES FOR (A) THE USE, SALE, TRANSFER, OR ABANDONMENT OF  
DE MINIMIS ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,  
AND ENCUMBRANCES WITHOUT FURTHER ORDER OF COURT AND (B) THE  
ACQUISITION OF DE MINIMIS ASSETS; (II) AUTHORIZING PAYMENT OF  
RELATED FEES AND EXPENSES; AND (III) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that, on [ ], 2022, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the order [Docket No. \_\_\_\_] (the “Order”) granting the motion (the “Motion”)² of the Debtors for an order, pursuant to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules

<sup>1</sup> The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

6006-1, 6007-1, and 9013-1 (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (the “De Minimis Assets”) in any individual transaction or series of related transactions to a single party or group of related parties with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors’ good faith judgment, free and clear of liens, claims, and interests (collectively, the “Liens”), without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors’ good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators; and (e) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Order and by this written limited notice of transaction (this “Transaction Notice”), the Debtors propose to enter into the transaction (the “Limited Notice Transaction”) described below, which involves the [use / sale / transfer / acquisition] of De Minimis Assets to a single party or group of related parties with a gross selling price between \$500,000 and \$2 million in the aggregate.

- (1) **Identification of the property being used, sold, acquired, or transferred:** The Debtors intend to [ ]. This De Minimis Asset is located at [ ].

- (2) **Identification of the transaction counterparty:** The counterparty is [ ], a third party.
- (3) **Identification of any parties known to the Debtors as holding Liens on the property being sold and a statement indicating whether (i) all such Liens are capable of monetary satisfaction, or (ii) the holders of such Liens have consented to the sale:** [ ].
- (4) **Transaction amount:** The Debtors intend to [ ] for \$[ ].
- (5) **Any other significant terms of the transaction:** [There are no other significant terms of the transaction.] / [ ].
- (6) **Debtors' Relationships with Counterparties:** [ ].
- (7) **Date and time within which objections must be filed and served on the Debtors:** Parties seeking to object to the De Minimis Asset Transaction described in this Transaction Notice must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than seven (7) calendar days after the date that the Debtors served this Transaction Notice, upon (a) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com).

**PLEASE TAKE FURTHER NOTICE** that, absent an objection to this Transaction Notice being timely filed, the Debtors are authorized to immediately consummate the Limited Notice Transaction as described herein without further notice, hearing, or order of this Court.

**PLEASE TAKE FURTHER NOTICE** that, if an objection to this Transaction Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection.

**PLEASE TAKE FURTHER NOTICE** that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

Dated: \_\_\_\_\_  
New York, New York

/s/  
\_\_\_\_\_  
TOGUT, SEGAL & SEGAL LLP  
Albert Togut  
Frank A. Oswald  
Kyle J. Ortiz  
One Penn Plaza, Suite 3335  
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Telephone: (212) 594-5000  
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*Co-Counsel for the Debtors  
and Debtors in Possession*

**Exhibit 2**

**Abandonment Notice**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
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Lisa Laukitis  
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*Co-Counsel for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re*

**ENDO INTERNATIONAL plc, et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)  
  
(Jointly Administered)**

**LIMITED NOTICE OF ABANDONMENT  
OF DE MINIMIS ASSETS LOCATED AT [ ]  
IN ACCORDANCE WITH THE ORDER (I) AUTHORIZING AND APPROVING  
PROCEDURES FOR (A) THE USE, SALE, TRANSFER, OR ABANDONMENT OF  
DE MINIMIS ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,  
AND ENCUMBRANCES WITHOUT FURTHER ORDER OF COURT AND (B) THE  
ACQUISITION OF DE MINIMIS ASSETS; (II) AUTHORIZING PAYMENT OF  
RELATED FEES AND EXPENSES; AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on [ ], 2022, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the order [Docket No. \_\_\_\_] (the “Order”) granting the motion (the “Motion”)<sup>2</sup> of the Debtors for an order, pursuant to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules

<sup>1</sup> The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

6006-1, 6007-1, and 9013-1 (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (the “De Minimis Assets”) in any individual transaction or series of related transactions to a single party or group of related parties with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors’ good faith judgment, free and clear of liens, claims, and interests (collectively, the “Liens”), without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors’ good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators; and (e) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Order and by this written limited notice of abandonment (this “Abandonment Notice”), the Debtors propose to abandon certain De Minimis Assets as described below (the “Limited Notice Abandonment”), for which the Debtors determine in their good faith judgment, and in consultation with the Ad Hoc First Lien Group, that such De Minimis Assets cannot be sold at a price greater than the cost of liquidating such assets.



- (1) **Description of the De Minimis Assets to be abandoned:** The Debtors intend to abandon [ ]. This De Minimis Assets are located at [ ].
- (2) **Reasons for abandonment:** [ ].
- (3) **Any payments to be made by the Debtors in connection with such abandonment including:** [There are no payments to be made by the Debtors in connection with such abandonment.] / [ ].
- (4) **Date and time within which objections must be filed and served on the Debtors:** Parties seeking to object to the Debtors' abandonment of the De Minimis Asset described in this Transaction Notice must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than seven (7) calendar days after the date that the Debtors served this Transaction Notice, upon (a) proposed counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) proposed co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com).

**PLEASE TAKE FURTHER NOTICE** that, absent an objection to this

Abandonment Notice being timely filed, the Debtors are authorized to immediately consummate the Limited Notice Abandonment as described herein without further notice, hearing, or order of this Court.

**PLEASE TAKE FURTHER NOTICE** that, if an objection to this Abandonment Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection.

**PLEASE TAKE FURTHER NOTICE** that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

Dated: \_\_\_\_\_  
New York, New York

/s/  
\_\_\_\_\_  
TOGUT, SEGAL & SEGAL LLP  
Albert Togut  
Frank A. Oswald  
Kyle J. Ortiz  
One Penn Plaza, Suite 3335  
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*Co-Counsel for the Debtors  
and Debtors in Possession*

**Objection Deadline: January 30, 2023 at 4:00 p.m. (Prevailing Eastern Time)**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
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*Counsel to Debtors and Debtors in Possession*

*Co-Counsel for Debtors and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re*

**ENDO INTERNATIONAL plc, et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 22-22549 (JLG)**

**(Jointly Administered)**

**LIMITED NOTICE OF (I) TERMINATION  
OF SUPPLY AND MANUFACTURING AGREEMENT WITH TEIKOKU  
SEIYAKU CO., LTD./TEIKOKU PHARMA USA, INC. SOLELY WITH RESPECT  
TO LIDODERM PRODUCT AND (II) SALE OF LIDODERM TRADEMARKS  
IN ACCORDANCE WITH THE ORDER (A) AUTHORIZING AND APPROVING  
PROCEDURES FOR (1) THE USE, SALE, TRANSFER, OR ABANDONMENT OF  
DE MINIMIS ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,  
AND ENCUMBRANCES WITHOUT FURTHER ORDER OF COURT AND (2) THE  
ACQUISITION OF DE MINIMIS ASSETS; (B) AUTHORIZING PAYMENT OF  
RELATED FEES AND EXPENSES; AND (C) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that, on November 16, 2022, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered the order [Docket No. 700] (the “Order”) granting the motion (the “Motion”)<sup>2</sup> of the Debtors for an order, pursuant

<sup>1</sup> The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Drive, Malvern, PA 19355.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

to sections 105(a), 363, and 554 of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rules 6006-1, 6007-1, and 9013-1 (a) authorizing and approving procedures to use, sell, invest, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein, of *de minimis* value of the Debtors that are not included in the Stalking Horse Bid (the “De Minimis Assets”) in any individual transaction or series of related transactions to a single party or group of related parties with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors’ good faith judgment, free and clear of liens, claims, and interests (collectively, the “Liens”), without the need for further Court approval and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer; (b) acquire certain De Minimis Assets in any individual transaction or series of related transactions from a single seller or a group of related sellers with an aggregate sale price equal to or less than \$2 million as calculated within the Debtors’ good faith judgment without the need for further Court approval; (c) abandon a De Minimis Asset to the extent that a sale thereof cannot be consummated at a value greater than the cost of liquidating such De Minimis Asset and; (d) to pay those reasonable and necessary fees and expenses (if any) incurred in connection with the use, sale, transfer, or acquisition of De Minimis Assets, including, but not limited to, commission fees to agents, brokers, auctioneers, and liquidators; and (e) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Order and by this written limited notice of transaction (this “Transaction Notice”), the Debtors propose to enter into the transaction (the “Limited Notice Transaction”) described below, which involves the sale of De Minimis Assets to a single party or group of related parties with a gross selling price between \$500,000 and \$2 million in the aggregate.

- (1) **Identification of the property being used, sold, acquired, or transferred:** The Debtors intend to (i) terminate their supply and manufacturing agreement (as amended from time to time, the “Agreement”) with Teikoku Seiyaku Co., Ltd./Teikoku Pharma USA, Inc. (“Teikoku”) solely with respect to the brand product Lidoderm and (ii) sell the Lidoderm trademarks (U.S. Registration Numbers 2853072, 2870973, and 1597110) (the “Trademarks”) to Teikoku.
- (2) **Identification of the transaction counterparty:** The counterparty is Teikoku, a third party.
- (3) **Identification of any parties known to the Debtors as holding Liens on the property being sold and a statement indicating whether (i) all such Liens are capable of monetary satisfaction, or (ii) the holders of such Liens have consented to the sale:** Wilmington Trust, National Association (“Wilmington”). Absent Wilmington’s objection to the Debtors’ consummation of the Limited Notice Transaction by the Objection Deadline (defined below), Wilmington will be deemed to consent to the sale pursuant to section 363(f) of the Bankruptcy Code. In the alternative, the Liens are capable of monetary satisfaction pursuant to section 363(f)(5) of the Bankruptcy Code.
- (4) **Transaction amount:** The Debtors intend to sell the Trademarks to Teikoku for \$500,000 plus an annual amount of 5% of net sales of Lidoderm in the United States, its territories, commonwealths, and possessions for a period of five years from the termination date of the Agreement, for a total projected value of \$1,738,394.28. Promptly thereafter, the Debtors will reimburse Teikoku for (i) obsolete printed components from orders canceled due to the Debtors’ discontinuation of branded Lidoderm sales in the amount of no more than \$179,892.11, and (ii) destruction costs incurred by Teikoku for such materials in the amount of no more than \$11,805.18.
- (5) **Any other significant terms of the transaction:** There are no other significant terms of the Limited Notice Transaction.
- (6) **Debtors’ Relationships with Counterparties:** Teikoku is a third-party contract counterparty of the Debtors.
- (7) **Date and time within which objections must be filed and served on the Debtors:** Parties seeking to object to the De Minimis Asset Transaction described in this Transaction Notice must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than **January 30, 2023 at 4:00 p.m. (Prevailing Eastern Time) (the “Objection Deadline”)**, upon (a) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001 Attn: Evan A. Hill (Evan.Hill@skadden.com) and 500 Boylston Street, Boston, Massachusetts 02116 Attn: Liz Downing (Elizabeth.Downing@skadden.com) and (b) co-counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New

York 10119 Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy M. Oden (aoden@teamtogut.com).

**PLEASE TAKE FURTHER NOTICE** that, absent an objection to this Transaction Notice being timely filed, the Debtors are authorized to immediately consummate the Limited Notice Transaction as described herein without further notice, hearing, or order of this Court.

**PLEASE TAKE FURTHER NOTICE** that, if an objection to this Transaction Notice is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection.

**PLEASE TAKE FURTHER NOTICE** that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

Dated: January 23, 2023  
New York, New York

/s/ Kyle J. Ortiz  
\_\_\_\_\_  
TOGUT, SEGAL & SEGAL LLP  
Albert Togut  
Frank A. Oswald  
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