

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664245

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Patents and Trademarks		
RESUBMIT DOCUMENT ID:	900626650		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indivior UK Limited		06/23/2021	Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames Street, 4th Floor Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88392383	NO EXTRA NEEDED.	
Serial Number:	90232957	PERSERIS PATIENT INJECTION NETWORK	
Serial Number:	90207010	RETHINK OPIOID ADDICTION	
Serial Number:	90232945	RETHINK OPIOID ADDICTION	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1130558-0147-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	08/02/2021		

Total Attachments: 6

source=Patent and Trademark Security Agreement [Executed]#page1.tif

source=Patent and Trademark Security Agreement [Executed]#page2.tif

source=Patent and Trademark Security Agreement [Executed]#page3.tif

source=Patent and Trademark Security Agreement [Executed]#page4.tif

source=Patent and Trademark Security Agreement [Executed]#page5.tif

source=Patent and Trademark Security Agreement [Executed]#page6.tif

Notice of Grant of Security Interest in Patents and Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS, dated as of June 23, 2021 (this “**Agreement**”), made by Indivior UK Limited, a limited company organized under the laws of England and Wales (the “**Pledgor**”), in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent (as defined below).

Reference is made to the U.S. Security Agreement, dated as of December 23, 2014 (as amended, restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), by and among Indivior Finance (2014) LLC, a limited liability company organized under the laws of Delaware (the “**U.S. Co-Borrower**” or the “**U.S. Term Borrower**”), RBP Global Holdings Limited, a limited company organized under the laws of England and Wales (the “**Borrower Representative**” or the “**Revolver Borrower**,” and together with the U.S. Term Borrower, collectively referred to herein as the “**Borrowers**” and each a “**Borrower**”), Indivior US Holdings Inc. (formerly known as RBP US Holdings Inc.), a corporation organized under the laws of Delaware, Indivior Finance LLC (formerly known as RBP Finance LLC), a limited liability company organized under the laws of Delaware, Indivior Inc. (formerly known as Reckitt Benckiser Pharmaceuticals Inc.), a corporation organized under the laws of Delaware, Indivior Solutions Inc. (formerly known as Reckitt Benckiser Pharmaceuticals Solutions Inc.), a corporation organized under the laws of Delaware, the Pledgor, each subsidiary of a Borrower Representative from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (a) all U.S. registered and applied for Patents, including those listed on Schedule I (collectively, but excluding any Excluded Assets, the “**Patent Collateral**”); and (b) all U.S. registered and applied for Trademarks, including those listed on Schedule II (collectively, but excluding any Excluded Assets, the “**Trademark Collateral**”); provided, however, that the foregoing grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance

of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral and the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Termination. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor’s Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral and the Trademark Collateral specified in this Agreement, in each case, in accordance with the requirements of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INDIVIOR UK LIMITED

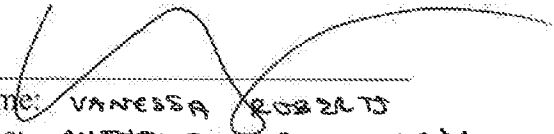
By: /s/ Kathryn Jones
Name: Kathryn Jones
Title: General Counsel, Intellectual
Property

[Signature Page to Notice of Grant of Security Interest in Patents and Trademarks]

TRADEMARK
REEL: 007370 FRAME: 0005

ACCEPTED AND AGREED:

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: 
Name: VANESSA ROBERTS
Title: AUTHORIZED SIGNATORY

TRADEMARK

Schedule I

U.S. Patents Owned or Licensed by Indivior UK Limited

No.	Name	Patent #	Issue Date
1.	THERAPEUTIC COMPOUNDS AS INHIBITORS OF THE OREXIN-1 RECEPTOR	10611760	April 7, 2020
2.	THERAPEUTIC COMPOUNDS	10696654	June 30, 2020
3.	INJECTABLE FLOWABLE COMPOSITION COMPRISING BUPRENORPHINE	10592168	March 17, 2020
4.	DOPAMINE D3 RECEPTOR ANTAGONIST COMPOUNDS	10654842	May 19, 2020
5.	SUBSTITUTED 3,6-DIAZABICYCLO[3.2.0]HEPTANES AS DOPAMINE D3 RECEPTOR ANTAGONISTS	10584135	March 10, 2020
6.	DOPAMINE D3 RECEPTOR ANTAGONISTS HAVING A MORPHOLINE MOIETY	10577361	March 3, 2020
7.	METHODS TO TREAT OPIOID USE DISORDER	10646484	May 12, 2020
8.	SUSTAINED DELIVERY FORMULATIONS OF RISPERIDONE COMPOUND	11013809	May 5, 2021
9.	BUPRENORPHINE DOSING REGIMENS	11000520	May 11, 2021

Schedule II

U.S. Trademarks Owned by Indivior UK Limited

No.	Trademark	Reg #	Issue Date	App #	App. Date
1.	NO EXTRA NEEDED.	6070689	6/2/2020	88392383	4/18/2019
2.	PERSERIS PATIENT INJECTIONNETWORK	N/A	N/A	90232957	10/2/2020
3.	RETHINK OPIOID ADDICTION	N/A	N/A	90207010	9/24/2020
4.	RETHINK OPIOID ADDICTION	N/A	N/A	90232945	10/2/2020