503819577 05/10/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3866226

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS	

CONVEYING PARTY DATA

Name	Execution Date
INDIVIOR UK LIMITED, FORMERLY RB PHAMACEUTICALS LIMITED	05/10/2016

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	14995053
Application Number:	15060184
Application Number:	14989669
Application Number:	62305937
Application Number:	62302445
Application Number:	62304667

CORRESPONDENCE DATA

Fax Number: (213)452-2329

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: 2136207848

Email: iprecordations@whitecase.com **Correspondent Name:** JUSTINE LU/WHITE & CASE LLP

Address Line 1: 555 SOUTH FLOWER STREET, SUITE 2700

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	R: 1130558 - 0135-S216		
NAME OF SUBMITTER:	JUSTINE LU		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	05/10/2016		

Total Attachments: 5

PATENT REEL: 038658 FRAME: 0700

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PATENT REEL: 038658 FRAME: 0701

Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of May 10, 2016 (this "<u>Agreement</u>"), made by Indivior UK Limited (formerly known as RB Pharmaceuticals Limited), a limited company organized under the laws of England and Wales (the "<u>Pledgor</u>"), 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 (collectively, but excluding any Excluded Assets, the "Patent Collateral"): all U.S. registered and applied for Patents, including those listed on Schedule I.

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

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Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent 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 specified in this Agreement, in each case, in accordance with the requirements of the Security Agreement.

[Signature Pages Follow]

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

INDIVIOR UK LIMITED

Name:

Title: Craig Svoboda

Intellectual Property Counsel

REEL: 038658 FRAME: 0704

ACCEPTED AND AGREED:

MORGAN STANLEY SENIOR FUNDING, INC.,

as Collateral Agent

By:

Name: Stephen B. King Title: Vice President

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

PATENT REEL: 038658 FRAME: 0705

Schedule I

<u>U.S. Patent Applications Owned by Indivior UK Limited (formerly known as RB Pharmaceuticals Limited)</u>

No.	Name:	Status:	Application #	Filing Date:	Patent #:	Issue Date:
1.	Injectable Flowable Composition Comprising Buprenorphine	Pending	14/995053	1/13/2016	N/A	N/A
2.	Compositions Comprising Buprenorphine	Pending	15/060184	3/3/2016	N/A	N/A
3.	Sublingual and Buccal Film Compositions	Pending	14/989669	1/6/2016	N/A	N/A
4.	Abuse-Resistant Pharmaceutical Formulations	Pending	62/305937	3/9/2016	N/A	N/A
5.	Psychiatric Treatment for Patients with Gene Polymorphisms	Pending	62/302445	3/2/2016	N/A	N/A
6.	Buprenorphine Treatment for Patients with Gene Polymorphisms	Pending	62/304667	3/7/2016	N/A	N/A

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RECORDED: 05/10/2016

PATENT REEL: 038658 FRAME: 0706