

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367548

<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>
Deutsche Bank AG New York Branch		12/30/2015	Foreign Banking Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Timm Medical Technologies, 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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2309993		
<b>Registration Number:</b>	2133099	EASY ACTION	
<b>Registration Number:</b>	1581349	ERECALD	
<b>Registration Number:</b>	1349120	ERECALD SYSTEM	
<b>Registration Number:</b>	2034551	ESTEEM	
<b>Registration Number:</b>	2708950	OSBON	
<b>Registration Number:</b>	4191697	VENOSEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	(212) 735-3056		
<b>Email:</b>	smarquez@skadden.com		
<b>Correspondent Name:</b>	Matthew B. Zisk		
<b>Address Line 1:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 2:</b>	Four Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-6522		
<b>ATTORNEY DOCKET NUMBER:</b>	036890/1		
<b>NAME OF SUBMITTER:</b>	Matthew B. Zisk		

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<b>SIGNATURE:</b>	/Matthew B. Zisk/
<b>DATE SIGNED:</b>	12/30/2015
<b>Total Attachments: 7</b> source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page1.tif source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page2.tif source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page3.tif source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page4.tif source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page5.tif source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page6.tif source=Deutsche Bank AG NY Branch to Timm Medical Technologies 12-30-15 trademark release#page7.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “**Release**”), dated as of December 30, 2015, is made by Deutsche Bank AG New York Branch, for itself and in its capacity as Collateral Agent (the “**Assignor**”), in favor of Timm Medical Technologies, Inc., a Delaware corporation (the “**Assignee**”).

W I T N E S S E T H:

**WHEREAS**, Endo Designated Activity Company, a company incorporated under the laws of the Republic of Ireland (Registered Number 534651) having its registered office at First Floor, Minerva House, Simonscourt Road, Ballsbridge, Dublin 4, Ireland, Endo Management Limited, a company incorporated under the laws of the Republic of Ireland (Registered Number 538432) having its registered office at First Floor, Minerva House, Simonscourt Road, Ballsbridge, Dublin 4, Ireland, Endo Luxembourg Holding Company S.à r.l., a société à responsabilité limitée (private limited liability company) incorporated under the laws of the Grand Duchy of Luxembourg (“**Luxembourg**”), having its registered office at 2a, rue Nicolas Bové, L-1253 Luxembourg, with a share capital of USD 123,695,800 and registered with the Luxembourg Register of Commerce and Companies (the “**Luxembourg Companies Register**”) under number B182.517, Endo Luxembourg Finance Company I S.à r.l., a société à responsabilité limitée (private limited liability company) incorporated under the laws of Luxembourg, having its registered office at 2a, rue Nicolas Bové, L-1253 Luxembourg, with a share capital of USD 123,695,800 and registered with the Luxembourg Companies Register under number B182.645, and Endo LLC, a Delaware limited liability company, as Borrowers, the Lenders and the Grantee have entered into a Credit Agreement dated as of February 28, 2014 (as amended by Amendment No. 1 to Credit Agreement, dated as of June 12, 2015, and by Incremental Amendment, dated as of September 25, 2015, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, the Assignee and the Assignor are parties to (i) that certain US Pledge and Security Agreement, dated as of February 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and (ii) that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of January 29, 2015 (the “**Trademark Security Agreement**”);

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignee pledged and granted to the Assignor, 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 pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)) all of the Assignee’s right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (collectively, the “**Trademark Collateral**”):

- (a) 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;
- (b) all renewals of the foregoing;
- (c) 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 thereof;
- (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (e) all rights corresponding to any of the foregoing throughout the world.

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 4, 2015 at Reel/Frame No. 5453/0246.

**WHEREAS**, upon the consummation of the sale of the equity of the Assignee pursuant to that certain Stock Purchase Agreement, dated as of the date hereof, the Assignee was released from its obligations under the Security Agreement, the Trademark Security Agreement and the other Loan Documents (as defined in the Credit Agreement) pursuant to Section 9.13 of the Credit Agreement.

**WHEREAS**, the Assignee desires that the Assignor terminate and release, and the Assignor desires to terminate and release the Assignor's lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

**NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

**SECTION 3. Recordation.** The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

**SECTION 4. Further Assurances.** The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or its respective agents or designees) reasonably requests, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in the Trademark Collateral.


**SECTION 5. Governing Law.** THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF RULES THEREOF (TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE OR WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignees have caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Assignor

By:   
Name: **Anca Trifan**  
Title: **Managing Director**

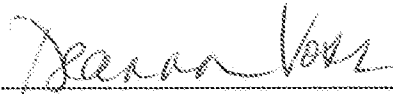
By:   
Name: **Michael Shannon**  
Title: **Vice President**

[Signature Page -- Release of Trademark Security Interest]

**TRADEMARK**  
**REEL: 005699 FRAME: 0613**

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES,  
INC., as Assignee

By:   
Name: Deanna Voss  
Title: Assistant Secretary

**SCHEDULE I**  
**to**  
**RELEASE OF TRADEMARK SECURITY INTEREST**

[Schedule I to Release of Trademark Security Interest]



Trademarks

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Configuration (3D Tube see Notes*)	United States	75/192,271	11/4 /1996	2309993	1 /18/2000	Timm Medical Technologies, Inc.
EASY ACTION	United States	75/019,572	11/14/1995	2133099	1 /27/1998	Timm Medical Technologies, Inc.
ERECAID	United States	73/813,457	7 /19/1989	1581349	2 /6 /1990	Timm Medical Technologies, inc.
ERECAID SYSTEM	United States	73/506,800	11/2 /1984	1349120	7 /16/1985	Timm Medical Technologies, Inc.
ESTEEM	United States	74/727,904	9 /12/1995	2034551	1 /28/1997	Timm Medical Technologies, Inc.
OSBON	United States	76/385,848	3 /20/2002	2708950	4 /22/2003	Timm Medical Technologies, Inc.
TIMM MEDICAL TECHNOLOGIES, INC.	United States					Timm Medical Technologies, Inc.
TIMM MEDICAL TECHNOLOGIES, INC. & Design	United States					Timm Medical Technologies, Inc.
VENOSEAL	United States	85/320,196	5 /13/2011	4191697	8 /14/2012	Timm Medical Technologies, Inc.

[Schedule I to Release of Trademark Security Interest]

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**RECORDED: 12/30/2015**

**TRADEMARK  
REEL: 005699 FRAME: 0616**