TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM411816

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		01/10/2017	Corporation: GERMANY

RECEIVING PARTY DATA

Name:	Generics Bidco II, LLC	
Street Address:	1400 Atwater Drive	
City:	Malvern	
State/Country:	PENNSYLVANIA	
Postal Code:	19355	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1903348	MEPROZINE

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

mribando@skadden.com Email:

Skadden, Arps, Slate, Meagher & Flom **Correspondent Name:**

Address Line 1: Four Times Square Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	036890/1
NAME OF SUBMITTER:	Emily C. Stork
SIGNATURE:	/Emily C. Stork/
DATE SIGNED:	01/10/2017

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), dated as of January 10, 2017, is made by Deutsche Bank AG New York Branch, for itself and in its capacity as Collateral Agent (the "Assignor"), in favor of Generics Bidco II, LLC, a Delaware limited liability company (the "Assignee").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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, Simmonscourt Road, Ballsbridge, Dublin 4, Ireland ("Irish Holdco"), 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, Simmonscourt 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, Endo LLC, a Delaware limited liability company, the Lenders party thereto from time to time, and Deutsche Bank AG New York Branch, as Administrative Agent, Collateral Agent, Swingline Lender and L/C Issuer have entered into a Credit Agreement dated as of February 28, 2014 (as amended as of June 12, 2015 and 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 February 28, 2014 (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"):

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- (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 March 20, 2014 at Reel/Frame No. 5242/0195.

WHEREAS, as of the date hereof, (i) the Assignee will cease to be a Restricted Subsidiary of Irish Holdco pursuant to consummation of the sale of the equity of the Assignee (which is permitted under the Credit Agreement) and (ii) upon consummation of such sale, the Assignee will be automatically released from its obligations secured by the Trademark Collateral and the liens granted by the Assignee to secure such obligations will be automatically released, in each case, 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.** <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. 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 <u>Schedule I</u> 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.

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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 their respective agents or designees) reasonably request, 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 Assignee have caused this Release to be executed and delivered as of the date first set forth above.

DEUTSCHE BANK AG NEW YORK

BRANCH, as Assignor

Name:

Peter Cucchiara

Vice President

Title:

Name:

Dusan Lazerov

Director

Title:

GENERICS BIDCO II, LLC, as Assignee

By: GENERICS INTERNATIONAL (US),

INC., as manager

By:

Name: Deanna Voss

Title: Assistant Secretary

SCHEDULE I

to

RELEASE OF TRADEMARK SECURITY INTEREST

Word Mark MEPROZINE

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74371597
Filing Date March 25, 1993
Published for Opposition November 9, 1993

Registration Number 1903348 Registration Date July 4, 1995

Owner GENERICS BIDCO II, LLC LIMITED LIABILITY COMPANY DELAWARE

Live/Dead LIVE

RECORDED: 01/10/2017

[Schedule I to Release of Trademark Security Interest]

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