

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vtesse Inc.		12/06/2019	Corporation: DELAWARE
Mallinckrodt ARD IP Limited		12/06/2019	Private Limited Company: IRELAND
Mallinckrodt Hospital Products IP Limited		12/06/2019	Private Limited Company: IRELAND
SpecGX LLC		12/06/2019	Limited Liability Company: DELAWARE
Stratatech Corporation		12/06/2019	Corporation: DELAWARE
Mallinckrodt LLC		12/06/2019	Limited Liability Company: DELAWARE
Mallinckrodt Brand Pharmaceuticals, Inc.		12/06/2019	Corporation: DELAWARE
Ocera Therapeutics, Inc.		12/06/2019	Corporation: DELAWARE
Infacare Pharmaceutical Corporation		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	3093264	ACTHAR	
Registration Number:	2255322	ACTHAR GEL	
Registration Number:	3507492	ANAFRANIL	
Registration Number:	4026448	CELLEX	
Registration Number:	4674634		
Registration Number:	4570773		
Registration Number:	4841528		

OP \$1415.00 3093264

Property Type	Number	Word Mark
Registration Number:	4536015	
Registration Number:	4674635	
Registration Number:	4706982	
Registration Number:	1599185	DCI
Registration Number:	4003732	DSIR
Registration Number:	5406796	EXALGO
Registration Number:	4536715	FLEXTRANET
Registration Number:	2672085	FLOWMOR
Registration Number:	2234829	FLOWMOR
Registration Number:	5695589	H.P. ACTHAR GEL
Registration Number:	2109970	INOCAL
Registration Number:	4389669	INOCAL CADDY
Registration Number:	2185947	INOMAX
Registration Number:	4003735	INOMAX DSIR
Registration Number:	4389579	INOMAX TOTAL CARE
Registration Number:	3893703	INOPULSE
Registration Number:	2678500	INOTHERAPY
Registration Number:	2100392	INOVENT
Registration Number:	5129069	
Registration Number:	2332279	M
Registration Number:	884412	MALLINCKRODT
Registration Number:	1410012	MALLINCKRODT
Registration Number:	5036705	M MALLINCKRODT
Registration Number:	4641807	M MALLINCKRODT
Registration Number:	958455	METHADOSE
Registration Number:	2398488	METHYLIN
Registration Number:	4410417	NICU-PET
Registration Number:	3312981	NIKS
Registration Number:	5438448	OCERA
Registration Number:	4790741	OCERA
Registration Number:	3955489	OFIRMEV
Registration Number:	906503	PAMELOR
Registration Number:	636736	PARZONE
Registration Number:	2756559	QUESTCOR
Registration Number:	1038108	RESTORIL
Registration Number:	2686302	ROXICODONE
Registration Number:	2851513	STANATE
Registration Number:	3395813	STRATAGRAFT

Property Type	Number	Word Mark
Registration Number:	3342834	STRATATECH
Registration Number:	4720688	TERLIVAZ
Registration Number:	4115195	THERAKOS
Registration Number:	5406873	TOFRANIL
Registration Number:	4074104	UVADEX
Registration Number:	4006506	UVADEX
Registration Number:	3908397	UVAR
Registration Number:	3949903	UVAR XTS
Registration Number:	4433497	
Registration Number:	4632837	XARTEMIS
Registration Number:	4940208	

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1161191 TM
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	12/09/2019

Total Attachments: 17

- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page1.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page2.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page3.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page4.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page5.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page6.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page7.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page8.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page9.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page10.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page11.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page12.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page13.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page14.tif
- source=MNK - Exchange Offer - Notice of Grant of Security Interest in Trademarks [Executed] (revised)#page15.tif

Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 6, 2019 (this "Agreement"), made by the parties signatory hereto (each, a "**Pledgor**"), in favor of Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent (as defined below).

Reference is made to the Second Lien U.S. Collateral Agreement dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Lien U.S. Collateral Agreement**"), among Mallinckrodt International Finance S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 124 boulevard de la Pétrusse, L-2330 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*R.C.S Luxembourg*) under number B 172.865 (the "**Issuer**"), Mallinckrodt CB LLC, a Delaware limited liability company (the "**US Co-Issuer**", and together with the Issuer, the "**Issuers**"), each Guarantor listed on the signature pages thereof and each other Guarantor that becomes a party thereto after the Issue Date (together with the Issuer and the US Co-Issuer, collectively, the "**Pledgors**") and Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent (together with its successors and assigns in such capacity, the "**Second Lien Collateral Agent**") for the Secured Parties (as defined therein). 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 Second Lien U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of its Secured Obligations, each Pledgor pursuant to the Second Lien U.S. Collateral Agreement did, and hereby does, assign and pledge to the Second Lien 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 Property, the "**IP Collateral**"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any "intent-to-use" trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor's right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. *Second Lien U.S. Collateral Agreement.* The security interests granted to the Second Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second Lien Collateral Agent pursuant to the Second Lien U.S. Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the IP Collateral are more fully set forth in the Second Lien U.S. Collateral 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 Second Lien U.S. Collateral Agreement, the terms of the Second Lien U.S. Collateral 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 shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR 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 Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the First Priority/Second Priority Intercreditor Agreement. In the event of any conflict between the terms of the First Priority/Second Priority Intercreditor Agreement and this Agreement, the terms of the First Priority/Second Priority Intercreditor Agreement shall govern and control

[Signature Pages Follow]

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

MALLINCKRODT ARD IP LIMITED

By: 
Name: Alasdair Fenlon
Title: Director

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

TRADEMARK
REEL: 006811 FRAME: 0528

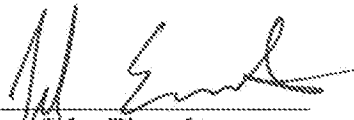
MALLINCKRODT HOSPITAL PRODUCTS IP
LIMITED

By: 
Name: Alasdair Fenlon
Title: Director

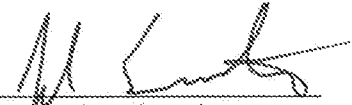
[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006811 FRAME: 0529

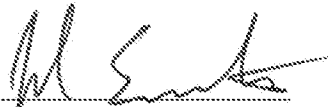
VTESSE INC.

By: 
Name: John Einwalter
Title: Vice President & Treasurer

SPECGX LLC

By: 
Name: John Einwalter
Title: Vice President & Treasurer

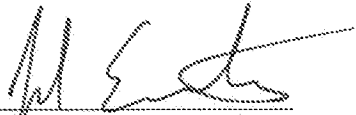
STRATATECH CORPORATION

By: 
Name: John Einwalter
Title: Vice President & Treasurer

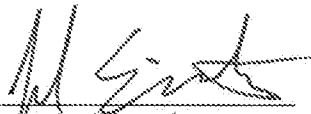
MALLINCKRODT LLC

By: 
Name: John Einwalter
Title: Vice President & Treasurer


MALLINCKRODT BRAND
PHARMACEUTICALS, INC.

By: 
Name: John Einwalter
Title: Vice President & Treasurer

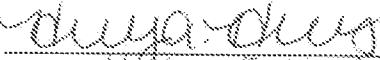
OCERA THERAPEUTICS, INC.

By: 
Name: John Einwalter
Title: Vice President & Treasurer

INFACARE PHARMACEUTICAL
CORPORATION

By: 
Name: John Einwalter
Title: Vice President & Treasurer

WILMINGTON SAVINGS FUND SOCIETY,
FSB,
as Second Lien Collateral Agent.

By: 
Name: Haley A. Harris
Title: TRUST OFFICER

By: 
Name: Raye D. Goldsborough
Title: Assistant Vice President

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

TRADEMARK
REEL: 006811 FRAME: 0537

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks.

Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
ACTHAR	US	78/649502	6/13/2005	3093264	5/16/2006	Registered	MALLINCKRODT ARD IP LIMITED
ACTHAR GEL	US	75/445831	3/6/1998	2255322	6/22/1999	Registered	MALLINCKRODT ARD IP LIMITED
ANAFRANIL	US	77/305293	10/16/2007	3507492	9/30/2008	Registered	SPECGX LLC
CELLEX	US	77/489274	6/3/2008	4026448	9/13/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
COLOR TEAL - HORIZONTAL STRIP	US	86/283,394	5/16/2014	4674634	1/20/2015	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
COLOR TEAL - CURVED STRIP	US	85/915,748	4/26/2013	4570773	7/22/2014	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
COLOR TEAL - CURVED STRIP (updated)	US	86/637344	5/21/2015	4841528	10/27/2015	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
COLOR TEAL - TOP OF TANK AND BOTTOM WAVY STRIP	US	85/915,731	4/26/2013	4536015	5/27/2014	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
COLOR TEAL - TOP OF TANK AND TOP & BOTTOM WAVY STRIP	US	86/283,412	5/16/2014	4674635	1/20/2015	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
COLOR TEAL - TOP PROTECTOR/HANDLE	US	86/283,424	5/16/2014	4706982	3/24/2015	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
DCI	US	73/835291	11/1/1989	1599185	6/5/1990	Registered	SPECGX LLC
DSIR	US	85/070,932	6/24/2010	4003732	7/26/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
EXALGO	US	87/542359	7/25/2017	5406796	2/20/2018	Registered	SPECGX LLC
FLEXTRANET	US	86/062,864	9/12/2013	4536715		Registered	MALLINCKRODT HOSPITAL

							PRODUCTS IP LIMITED
FLOWMOR	US	76/386540	3/21/2002	2672085	1/7/2003	Registered	SPECGX LLC
FLOWMOR (STYLIZED)	US	75/197784	11/13/1996	2234829	3/23/1999	Registered	SPECGX LLC
H.P. ACTHAR GEL	US	88/017262	6/27/2018	5695589	3/12/2019	Registered	MALLINCKRODT ARD IP LIMITED
INOCAL	US	75/124,073	6/24/1996	2109970	10/28/1997	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOCAL CADDY	US	85/791,544	11/30/2012	4389669	8/20/2013	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOMAX	US	75/342495	8/18/1997	2185947	9/1/1998	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOMAX DSIR	US	85/071349	6/25/2010	4003735	7/26/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOMAX TOTAL CARE	US	85/737439	9/25/2012	4389579	8/20/2013	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOPULSE	US	85/031549	5/6/2010	3893703	12/21/2010	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOTHERAPY	US	75/751044	6/24/1999	2678500	1/21/2003	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
INOVENT	US	75/124072	6/24/1996	2100392	9/23/1997	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
LUNG LOGO (Know Sarcoidosis)	US	87/082377	6/23/2016	5129069	1/24/2017	Registered	MALLINCKRODT ARD IP LIMITED
M in box - stylized	US	75/669100	3/26/1999	2332279	3/21/2000	Registered	MALLINCKRODT LLC
MALLINCKRODT	US	72/296373	4/24/1968	884412	1/20/1970	Registered	MALLINCKRODT BRAND PHARMACEUTICALS, INC. (assignment to Mallinckrodt)

							Enterprises LLC not yet recorded; subsequent assignment will be needed
MALLINCKRODT	US	73/525945	3/8/1985	1410012	9/23/1986	Registered	MALLINCKRODT BRAND PHARMACEUTICALS, INC. (assignment to Mallinckrodt Enterprises LLC not yet recorded; subsequent assignment will be needed)
MALLINCKRODT w/ CUBE logo	US	85/646924	6/8/2012	5036705	9/6/2016	Registered	MALLINCKRODT BRAND PHARMACEUTICALS, INC. (assignment to Mallinckrodt Enterprises LLC not yet recorded; subsequent assignment will be needed)
MALLINCKRODT w/ CUBE logo In Color (Version 2)	US	85/845125	2/8/2013	4641807	11/18/2014	Registered	MALLINCKRODT BRAND PHARMACEUTICALS, INC. (assignment to Mallinckrodt Enterprises LLC not yet recorded; subsequent assignment will be needed)
METHADOSE	US	72/409510	12/6/1971	958455	5/8/1973	Registered	SPECGX LLC
METHYLIN	US	75/551811	9/11/1998	2398488	10/24/2000	Registered	SPECGX LLC
NICU-PET	US	85/836260	1/30/2013	4410417	10/1/2013	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
NIKS	US	75/928861	2/26/2000	3312981	10/16/2007	Registered	STRATATECH CORPORATION
OCERA	US	78/968521	9/6/2006	5438448	4/3/2018	Registered	OCERA THERAPEUTICS, INC.
OCERA	US	78/756637	11/17/2005	4790741	8/11/2015	Registered	OCERA THERAPEUTICS, INC.

OFIRMEV	US	77/857487	10/26/2009	3955489	5/3/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
PAMELOR	US	72/350038	1/30/1970	906503	1/26/1971	Registered	SPECGX LLC
PARZONE	US	72/002436	2/10/1956	636736	11/6/1956	Registered	SPECGX LLC
QUESTCOR AND DESIGN	US	75/867216	12/9/1999	2756559	8/26/2003	Registered	QUESTCOR PHARMACEUTICALS, INC. (assignment to Mallinckrodt ARD IP Limited not recorded; do not intend to renew)
RESTORIL	US	73/058683	7/25/1975	1038108	4/20/1976	Registered	SPECGX LLC
ROXICODONE	US	76/401917	4/24/2002	2686302	2/11/2003	Registered	SPECGX LLC
STANATE	US	76/408361	5/15/2002	2851513	6/8/2004	Registered	INFACARE PHARMACEUTICAL CORPORATION (assignment to Mallinckrodt Hospital Products IP Limited not recorded; do not intend to renew)
STRATAGRAFT	US	78/540747	1/1/2005	3395813	3/11/2008	Registered	STRATATECH CORPORATION
STRATATECH	US	77/088429	1/22/2007	3342834	11/27/2007	Registered	STRATATECH CORPORATION
TERLIVAZ	US	85/876469	3/14/2013	4720688	4/14/2015	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
THERAKOS	US	77/489277	6/3/2008	4115195	3/20/2012	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
TOFRANIL	US	87/543724	7/26/2017	5406873	2/20/2018	Registered	SPECGX LLC
UVADEX	US	85/319332	5/12/2011	4074104	12/20/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
UVADEX	US	77/489275	6/3/2008	4006506	8/2/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
UVAR	US	77/489273	6/3/2008	3908397	1/18/2011	Registered	MALLINCKRODT HOSPITAL

							PRODUCTS IP LIMITED
UVAR XTS	US	77/948145	3/2/2010	3949903	4/26/2011	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
V DOT LOGO (Ofirmev)	US	85/672800	7/10/2012	4433497	11/12/2013	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED
XARTEMIS	US	85/705518	8/16/2012	4632837	11/4/2014	Registered	MALLINCKRODT LLC
YIN-YANG DESIGN (black & white version)	US	86/694083	7/15/2015	4940208	4/19/2016	Registered	MALLINCKRODT HOSPITAL PRODUCTS IP LIMITED