

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACIRA CRYOTECH, INC.		12/07/2021	Corporation: DELAWARE
PACIRA PHARMACEUTICALS, INC.		12/07/2021	Corporation: CALIFORNIA
FLEXION THERAPEUTICS, INC.		12/07/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4894585	FOCUSED COLD THERAPY
Registration Number:	4377036	IOVERA
Registration Number:	3332569	MYOSCIENCE
Serial Number:	90598394	PACIRA CRYOTECH, INC.
Serial Number:	90598390	PACIRA BIOSCIENCES, INC.
Serial Number:	88824424	STOP PAIN COLD
Registration Number:	6341891	TRACK THAT
Registration Number:	3325579	DEPOFOAM
Registration Number:	4074454	EXPAREL
Registration Number:	3651782	PACIRA
Registration Number:	3648129	PACIRA
Registration Number:	2443719	DEPOFOAM
Serial Number:	88062422	ANQUEST
Registration Number:	5628733	FLEXFORWARD
Registration Number:	5424004	FLEXION

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Property Type	Number	Word Mark
Registration Number:	5469947	FLEXION
Serial Number:	88654299	FXTEND
Serial Number:	88062427	TRELARTA
Registration Number:	5471551	Z
Registration Number:	5401949	ZILRETTA

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124553605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2390
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	12/14/2021

Total Attachments: 9

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of December 7, 2021, by and from Pacira CryoTech, Inc., a Delaware corporation, Pacira Pharmaceuticals, Inc., a California corporation and Flexion Therapeutics, Inc., a Delaware corporation (collectively, the “Grantors” and each individually, a “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Pacira Biosciences, Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto from time to time and the Grantee have entered into that certain Credit Agreement, dated as of December 7, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantors, the Borrower and certain other Subsidiaries of the Borrower have entered into that certain Pledge and Security Agreement, dated as of December 7, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantors own the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantors.

(b) Each Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all licenses of the foregoing whether as licensee or licensor, including the written licenses listed on Exhibit A for Trademarks that are owned by a third party and licensed to such Grantor or otherwise used by such Grantor under contract that are material to the business of the Borrower and its Subsidiaries (taken as a whole) other than generally commercially available licenses, (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations

thereof; (5) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (6) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.


3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

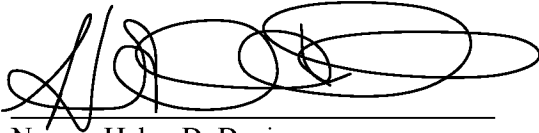
5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

FLEXION THERAPEUTICS, INC.,
as Grantor

By: 
Name: Charles Reinhart
Title: Treasurer and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Helen D. Davis
Title: Authorized Officer

Signature Page for
Supplemental Confirmatory Grant of Security Interest in United States Trademarks