

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIRA CRYOTECH, INC.		03/31/2023	Corporation: DELAWARE
PACIRA PHARMACEUTICALS, INC.		03/31/2023	Corporation: CALIFORNIA
PACIRA THERAPEUTICS, INC. (F/K/A FLEXION THERAPEUTICS, INC.)		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	90598394	PACIRA CRYOTECH, INC.	
Registration Number:	6908097	PACIRA BIOSCIENCES, INC.	
Registration Number:	6815601	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	
Registration Number:	5469947	FLEXION	
Serial Number:	88654299	FXTEND	
Serial Number:	88062427	TRELARTA	

CH \$490.00 90598394

Property Type	Number	Word Mark
Registration Number:	5471551	Z
Registration Number:	5401949	ZILRETTA
Registration Number:	4377036	IOVERA
Registration Number:	3332569	MYOSCIENCE

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: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, 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:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	04/04/2023

Total Attachments: 9

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

THIS 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 March 31, 2023, by and from PACIRA CRYOTECH, INC., a Delaware corporation, PACIRA PHARMACEUTICALS, INC., a California corporation, and PACIRA THERAPEUTICS, INC. (f/k/a Flexion Therapeutics, Inc.), a Delaware corporation (collectively, the “Grantors” and each individually, a “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. in its capacity as Administrative Agent for itself and 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 March 31, 2023 (as may be 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 March 31, 2023 (as may be 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 or the Security Agreement, as applicable.

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.

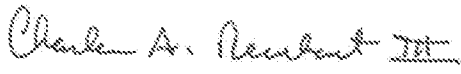
4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

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.

PACIRA CRYOTECH, INC.

as Grantor

By: 
Name: Charles Reinhart
Title: Chief Financial Officer


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

PACIRA PHARMACEUTICALS, INC.
as Grantor

By: 
Name: Charles Reinhart
Title: Chief Financial Officer

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

PACIRA 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: Executive Director

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

TRADEMARK
REEL: 008033 FRAME: 0129

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

[See attached]

Pacira Pharmaceuticals, Inc.

Trademarks:

Trademark	Country	Status	Applicant/Registrant	App.	Regis.	Class	Renewal	Comments
PACIRA CRYOTECH, INC. & design	US	Abandoned	Pacira Pharmaceuticals, Inc.	90598394		40, 42		
PACIRA BIOSCIENCES, INC. & design	US	Pending	Pacira Pharmaceuticals, Inc.	90598390	6908097	40, 42		
STOP PAIN COLD	US	Pending	Pacira Pharmaceuticals, Inc.	88824424	6815601	10		
TRACK THAT	US	Registered	Pacira Pharmaceuticals, Inc.	87689012	6341891	9, 42		
DEPOFOAM	US	Registered	Pacira Pharmaceuticals, Inc.	78305827	3325579	5		
EXPAREL	US	Registered	Pacira Pharmaceuticals, Inc.	77464815	4074454	5		
PACIRA	US	Registered	Pacira Pharmaceuticals, Inc.	77209424	3651782	42		
PACIRA	US	Registered	Pacira Pharmaceuticals, Inc.	77209417	3648129	5		
DEPOFOAM	US	Registered	Pacira Pharmaceuticals, Inc.	75590639	2443719	40, 42		

Pacira Therapeutics, Inc.

Trademarks:

Trademark	Country	Status	Applicant/Registrant	App.	Regis.	Class	Renewal	Comments
ANQUEST	US	Dead	Flexion Therapeutics, Inc.	88062422	-	5	-	
FLEXFORWARD	US	Registered	Flexion Therapeutics, Inc.	87457402	5628733	35	-	
FLEXFORWARD	US	Registered	Flexion Therapeutics, Inc.	87457402	5628733	36	-	
FLEXFORWARD	US	Registered	Flexion Therapeutics, Inc.	87457402	5628733	44	-	
FLEXION	US	Registered	Flexion Therapeutics, Inc.	86983554	5424004	5	-	
FLEXION	US	Registered	Flexion Therapeutics, Inc.	86508601	5469947	42	-	
EXTEND	US	Allowed	Flexion Therapeutics, Inc.	88654299	-	5	-	No longer pursuing
TRELARTA	US	Dead	Flexion Therapeutics, Inc.	88062427	-	5	-	
Z LOGO	US	Registered	Flexion Therapeutics, Inc.	87977224	5471551	5	-	
ZURETTA	US	Registered	Flexion Therapeutics, Inc.	86508900	5401949	5	-	

Pacira Cryotech, Inc.

Trademarks:

Mark	Country File No. Client Ref. No	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
IOVERA	United States 090064- 0819385	Registered	85410565 Aug 30, 2011	4377036 Jul 30, 2013	Pacira CryoTech, Inc.	10 41 Medical device for use in the field of aesthetic medicine, general surgery, neuromuscular, and pain fields for facial/ tissue rejuvenation, and wrinkle reduction, general tissue ablation, movement disorders, peripheral pain syndromes and disorders, and instruction manuals sold with the goods. Educational services, namely, teaching and training in the field of medical devices and medical procedures.	Sec 8/9 Renewal Deadline Jul 20
MYOSCIENCE	United States of America 090064- 0711608	Registered	78877744 May 5, 2006	3332569 Nov 6, 2007	Pacira CryoTech, Inc.	10 Medical devices, namely, cryotherapy probes for remodeling tissue.	Sec 8/9 Renewal Deadline Nov 6, 2027

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