

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mallinckrodt International Finance S.A.		03/19/2014	LIMITED LIABILITY COMPANY: LUXEMBOURG
Mallinckrodt CB LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Mallinckrodt Finance GMBH		03/19/2014	LIMITED LIABILITY COMPANY: SWITZERLAND
Mallinckrodt US Holdings Inc.		03/19/2014	CORPORATION: NEVADA
Mallinckrodt Caribbean, Inc.		03/19/2014	CORPORATION: DELAWARE
Mallinckrodt US Pool LLC		03/19/2014	LIMITED LIABILITY COMPANY: NEVADA
Mallinckrodt Inc.		03/19/2014	CORPORATION: DELAWARE
Ludlow Corporation		03/19/2014	CORPORATION: MASSACHUSETTS
CNS Therapeutics, Inc.		03/19/2014	CORPORATION: DELAWARE
Enterprises Holdings, Inc.		03/19/2014	CORPORATION: DELAWARE
Mallinckrodt Enterprises LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Mallinckrodt LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Lafayette Pharmaceuticals LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Liebel-Flarsheim Company LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
Mallinckrodt Brand Pharmaceuticals, Inc.		03/19/2014	CORPORATION: DELAWARE
Mallinckrodt Veterinary, Inc.		03/19/2014	CORPORATION: DELAWARE
Mallinckrodt US Holdings LLC		03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
IMC Exploration Company		03/19/2014	COMPANY: MARYLAND
MEH, Inc.		03/19/2014	CORPORATION: NEVADA
Mallinckrodt Enterprises Holdings, Inc.		03/19/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
TRADEMARK			

CH \$2165.00 4206298

City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	4206298	CNS THERAPEUTICS
Registration Number:	4122201	GABLOFEN
Registration Number:	4102909	INGENUITY. PURE AND SIMPLE.
Registration Number:	2069300	ANGIOMAT
Registration Number:	2069299	CT 9000
Registration Number:	0773746	HYDRADJUST
Registration Number:	2237169	ILLUMENA
Registration Number:	1811996	LF
Registration Number:	2104846	LF
Registration Number:	2069294	LIEBEL-FLARSHEIM
Registration Number:	2877635	OPTISTAR
Registration Number:	1410012	MALLINCKRODT
Registration Number:	2084189	MALLINCKRODT
Registration Number:	1526467	OPTIRAY
Registration Number:	3507492	ANAFRANIL
Registration Number:	4150870	CARES ALLIANCE
Registration Number:	4150871	C·A·R·E·S ALLIANCE
Registration Number:	0737390	CONRAY
Registration Number:	1826074	CYSTO-CONRAY
Registration Number:	1599185	DCI
Registration Number:	3413145	DUOSAFE
Registration Number:	3822640	EXALGO
Registration Number:	2672085	FLOWMOR
Registration Number:	2234829	FLOWMOR
Registration Number:	2772617	FLUIDRAIN LSS
Registration Number:	1863037	GASTROMARK
Registration Number:	1274730	HYQUAL
Registration Number:	2896296	IVD
Registration Number:	2332279	M
Registration Number:	2856745	MAG3
Registration Number:	0787706	MALLCOSORB
Registration Number:	0884412	MALLINCKRODT
Registration Number:	1230803	MD-76

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1232473	MD-GASTROVIEW
Registration Number:	0958455	METHADOSE
Registration Number:	2398488	METHYLIN
Registration Number:	1772182	OCTREOSCAN
Registration Number:	1912201	
Registration Number:	3194869	OPTIBOLUS
Registration Number:	2106927	OPTIMARK
Registration Number:	3632275	OPTISTAR ELITE
Registration Number:	3181503	OPTIVANTAGE
Registration Number:	0906503	PAMELOR
Registration Number:	0636736	PARZONE
Registration Number:	1127175	PYP
Registration Number:	1309873	READY-BOX
Registration Number:	1038108	RESTORIL
Registration Number:	3628343	
Registration Number:	2686302	ROXICODONE
Registration Number:	0812804	RSN
Registration Number:	0798602	TECHNEKOW
Registration Number:	1589684	TECHNESCAN
Registration Number:	1599158	TECHNESCAN MAG3
Registration Number:	3969389	TIMING BOLUS
Registration Number:	0927758	ULTRA-TECHNEKOW
Registration Number:	1511671	ULTRAJECT
Registration Number:	1618372	ULTRATAG
Registration Number:	1529572	ULTRAVENT
Registration Number:	1039514	HD 200
Registration Number:	1057339	HD
Registration Number:	1045740	HD 85
Registration Number:	1313035	BAROS
Registration Number:	1311947	BARO-CAT
Registration Number:	1370845	ENTROBAR
Registration Number:	1860250	SCAN C
Registration Number:	1897270	BEAR E YUM
Registration Number:	1866704	THERACIDE
Registration Number:	1869442	XENOTRON
Registration Number:	1928651	CHEETAH
Serial Number:	85646924	M MALLINCKRODT
Serial Number:	85845125	M MALLINCKRODT
Serial Number:	85318918	CREDUO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85916336	DALCYS
Serial Number:	85705462	DUSYMBEX
Serial Number:	85318870	ELGRX
Serial Number:	85916348	MITIGO
Serial Number:	85940999	OPTISYNC
Serial Number:	85705483	OPUETTE
Serial Number:	85705530	RYTEMIS
Serial Number:	85916345	STREMIOR
Serial Number:	85318958	SYMMRIO
Serial Number:	85318953	SYNCIRCO
Serial Number:	85318896	TAURGO
Serial Number:	85705494	TOLRIVO
Serial Number:	85705507	UBRIGO
Serial Number:	85705518	XARTEMIS

CORRESPONDENCE DATA

Fax Number: 6502138158

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1111779-2453
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	03/19/2014

Total Attachments: 10

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 19, 2014 (this "Agreement"), made by 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 42-44, Avenue de la Gare, L-1610 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*R.C.S Luxembourg*) under number B 172.865 (the "**Lux Borrower**"), MALLINCKRODT CB LLC, a Delaware limited liability company (the "**Co-Borrower**", and together with the Lux Borrower, the "**Borrowers**"), MALLINCKRODT FINANCE GMBH, a limited liability company (*Gesellschaft mit beschränkter Haftung*), with registered seat in Neuhausen am Rheinfall, organized under the laws of Switzerland, under the company number CHE-113.353.767 (the "**Swiss Finco**"), and each other Pledgor listed on the signature pages hereof (together with the Lux Borrower, the Co-Borrower and the Swiss Finco, collectively, the "**Pledgors**"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (the "**Collateral Agent**").

Reference is made to the U.S. Collateral Agreement dated as of March 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**U.S. Collateral Agreement**"), among the Borrowers, Swiss Finco, the other pledgors from time to time party thereto (including the Pledgors) and the Collateral Agent. 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 U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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 the Secured Obligations, each Pledgor pursuant to the U.S. Collateral Agreement did, and hereby does, assign and pledge to the 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. **U.S. Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests

granted to the Collateral Agent pursuant to the U.S. Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the 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 U.S. Collateral Agreement, the terms of the 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.**

[Signature Pages Follow]

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

MALLINCKRODT INTERNATIONAL
FINANCE S/A.

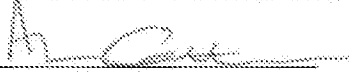
By: 

Name: John Einwalter

Title: Director

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

MALLINCKRODT FINANCE GMBH

By: 

Name: Alan Catterson
Title: Managing Director

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

TRADEMARK
REEL: 005240 FRAME: 0088

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

MALLINCKRODT CB LLC
MALLINCKRODT US HOLDINGS INC.
MALLINCKRODT CARIBBEAN, INC.
MALLINCKRODT US POOL LLC
MALLINCKRODT INC.
LUDLOW CORPORATION
CNS THERAPEUTICS, INC.
ENTERPRISES HOLDINGS, INC.
MALLINCKRODT ENTERPRISES LLC
MALLINCKRODT LLC
LAFAYETTE PHARMACEUTICALS LLC
LIEBEL-FLARSHEIM COMPANY LLC
MALLINCKRODT BRAND
PHARMACEUTICALS, INC.
MALLINCKRODT VETERINARY, INC.
MALLINCKRODT US HOLDINGS LLC
IMC EXPLORATION COMPANY
MEH, INC.
MALLINCKRODT ENTERPRISES HOLDINGS,
INC.,

each as a pledgor

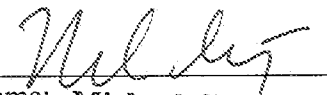
By: _____

Name: John Einwalter

Title: Vice President & Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Pledgee

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

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

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

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks

[Attached]

Mallinckrodt Trademarks

Owner	Trademark	Country	App. Number	Filing Date	Reg. Number	Reg. Date	Trademark Status
CNS THERAPEUTICS, INC.	CNS THERAPEUTICS logo	US	77/818727	9/2/2009	4206298	9/11/2012	Registered
CNS THERAPEUTICS, INC.	GABLOFEN	US	77/850392	10/16/2009	4122201	4/3/2012	Registered
CNS THERAPEUTICS, INC.	INGENUITY: PURE AND SIMPLE. (tagline)	US	85/030439	5/5/2010	4102909	2/21/2012	Registered
LIEBEL-FLARSHEIM COMPANY LLC	ANGIOMAT	US	75/098041	5/2/1996	2069300	6/10/1997	Registered
LIEBEL-FLARSHEIM COMPANY LLC	CT 9000	US	75/098025	5/2/1996	2069299	6/10/1997	Registered
LIEBEL-FLARSHEIM COMPANY LLC	HYDRADIJUST & DESIGN	US	72/178358	10/4/1963	773746	7/21/1964	Registered
LIEBEL-FLARSHEIM COMPANY LLC	ILLUMENA	US	75/157235	8/28/1996	2237169	4/6/1999	Registered
LIEBEL-FLARSHEIM COMPANY LLC	LF	US	74/012535	12/18/1989	1811996	12/21/1993	Registered
LIEBEL-FLARSHEIM COMPANY LLC	LF	US	75/097513	5/2/1996	2104846	10/14/1997	Registered
LIEBEL-FLARSHEIM COMPANY LLC	LIEBEL-FLARSHEIM	US	75/097512	5/2/1996	2069294	6/10/1997	Registered
LIEBEL-FLARSHEIM COMPANY LLC	OPTISTAR	US	78/295322	9/3/2003	2877635	8/24/2004	Registered
MALLINCKRODT BRAND PHARMACEUTICALS, INC.	MALLINCKRODT	US	73/525945	3/8/1985	1410012	9/23/1986	Registered
MALLINCKRODT BRAND PHARMACEUTICALS, INC.	MALLINCKRODT & DEVICE	US	74/191133	8/2/1991	2084189	7/29/1997	Registered
MALLINCKRODT BRAND PHARMACEUTICALS, INC.	MALLINCKRODT w/ CUBE logo	US	85/646924	6/8/2012			Pending
MALLINCKRODT BRAND PHARMACEUTICALS, INC.	MALLINCKRODT w/ CUBE logo in Color (Version 2)	US	85/845125	2/8/2013			Pending
MALLINCKRODT BRAND PHARMACEUTICALS, INC.	OPTIRAY	US	73/710159	2/8/1988	1526467	2/28/1989	Registered
MALLINCKRODT LLC	ANAFRANIL	US	77/305293	10/16/2007	3507492	9/30/2008	Registered
MALLINCKRODT LLC	C.A.R.E.S. ALLIANCE	US	85/122197	9/2/2010	4150870	5/29/2012	Registered
MALLINCKRODT LLC	C.A.R.E.S. ALLIANCE (logo)	US	85/122227	9/2/2010	4150871	5/29/2012	Registered
MALLINCKRODT LLC	CONRAY	US	72/128071	9/18/1961	737390	9/11/1962	Registered
MALLINCKRODT LLC	CREDULO	US	85/318918	5/12/2011			Pending
MALLINCKRODT LLC	CYSTO-CONRAY	US	74/397764	6/4/1993	1826074	3/15/1994	Registered
MALLINCKRODT LLC	DALCYS	US	85/916336	4/26/2013			Published
MALLINCKRODT LLC	DCI	US	73/835291	11/1/1989	1599185	6/5/1990	Registered
MALLINCKRODT LLC	DJOSAFE	US	78/827104	3/2/2006	3413145	4/15/2008	Registered
MALLINCKRODT LLC	DUSYMBEX	US	85/705462	8/16/2012			Published
MALLINCKRODT LLC	ELGRX	US	85/318870	5/12/2011			Pending
MALLINCKRODT LLC	EXALGO	US	77/605306	10/31/2008	3822640	7/20/2010	Registered
MALLINCKRODT LLC	FLOWMOR	US	76/386540	3/21/2002	2672085	1/7/2003	Registered
MALLINCKRODT LLC	FLOWMOR (STYLIZED)	US	75/197784	11/13/1996	2234829	3/23/1999	Registered
MALLINCKRODT LLC	FLUIDRAIN LSS	US	78/091506	11/2/2001	2772617	10/7/2003	Registered
MALLINCKRODT LLC	GASTROMARK	US	74/360476	2/19/1993	1863037	11/15/1994	Registered
MALLINCKRODT LLC	HYQUAL	US	73/414845	2/24/1983	1274730	4/24/1984	Registered
MALLINCKRODT LLC	IVD	US	78/111481	2/27/2002	2896296	10/19/2004	Registered
MALLINCKRODT LLC	M in box - stylized	US	75/669100	3/26/1999	2332279	3/21/2000	Registered
MALLINCKRODT LLC	MAG3	US	78/118173	3/28/2002	2856745	6/22/2004	Registered
MALLINCKRODT LLC	MALLCOSORB	US	72/196173	6/22/1964	787706	4/6/1965	Registered
MALLINCKRODT LLC	MALLINCKRODT	US	72/296373	4/24/1968	884412	1/20/1970	Registered
MALLINCKRODT LLC	MD-76	US	73/343011	12/22/1981	1230803	3/15/1983	Registered
MALLINCKRODT LLC	MD-GASTROVIEW	US	73/343919	12/30/1981	1232473	3/29/1983	Registered
MALLINCKRODT LLC	METHADOSE	US	72/409510	12/16/1971	958455	5/8/1973	Registered
MALLINCKRODT LLC	METHYLIN	US	75/551811	9/11/1998	2398488	10/24/2000	Registered
MALLINCKRODT LLC	MITIGO	US	85/916348	4/26/2013			Published
MALLINCKRODT LLC	OCTROSCAN	US	74/188581	7/25/1991	1772182	5/18/1993	Registered
MALLINCKRODT LLC	OCTROSCAN LOGO	US	74/451848	10/25/1993	1912201	8/15/1995	Registered
MALLINCKRODT LLC	OPTIBOLUS	US	78/333769	11/26/2003	3194869	1/2/2007	Registered
MALLINCKRODT LLC	OPTIMARK	US	75/168967	9/19/1996	2106927	10/21/1997	Registered
MALLINCKRODT LLC	OPTISTAR ELITE	US	77/302540	10/12/2007	3632275	6/2/2009	Registered
MALLINCKRODT LLC	OPTISYNC	US	85/940999	5/23/2013			Pending
MALLINCKRODT LLC	OPTIVANTAGE	US	78/307096	9/30/2003	3181503	12/5/2006	Registered
MALLINCKRODT LLC	OPUETTE	US	85/705483	8/16/2012			Published
MALLINCKRODT LLC	PAMELOR	US	72/350038	1/30/1970	906503	1/26/1971	Registered
MALLINCKRODT LLC	PARZONE	US	72/002436	2/10/1956	636736	11/6/1956	Registered
MALLINCKRODT LLC	PYP	US	73/186044	9/18/1978	1127175	12/4/1979	Registered
MALLINCKRODT LLC	READY-BOX	US	73/418866	3/25/1983	1309873	12/18/1984	Registered
MALLINCKRODT LLC	RESTORIL	US	73/058683	7/25/1975	1038108	4/20/1976	Registered
MALLINCKRODT LLC	RFID (fish logo)	US	77/434003	3/28/2008	3628343	5/26/2009	Registered
MALLINCKRODT LLC	ROXICODONE	US	76/401917	4/24/2002	2686302	2/11/2003	Registered

Mallinckrodt Trademarks

MALLINCKRODT LLC	RSN	US	72/215235	3/29/1965	812804	8/16/1966	Registered
MALLINCKRODT LLC	RYTEMIS	US	85/705530	8/16/2012			Published
MALLINCKRODT LLC	STREMIOR	US	85/916345	4/26/2013			Published
MALLINCKRODT LLC	SYMMRIO	US	85/318958	5/12/2011			Pending
MALLINCKRODT LLC	SYNCIRCO	US	85/318953	5/12/2011			Pending
MALLINCKRODT LLC	TAURGO	US	85/318896	5/12/2011			Pending
MALLINCKRODT LLC	TECHNEKOW	US	72/211916	2/12/1965	798602	11/9/1965	Registered
MALLINCKRODT LLC	TECHNESCAN	US	73/815124	7/27/1989	1589684	4/3/1990	Registered
MALLINCKRODT LLC	TECHNESCAN MAG3	US	73/799749	5/12/1989	1599158	6/5/1990	Registered
MALLINCKRODT LLC	TIMING BOLUS	US	85/088408	7/20/2010	3969389	5/31/2011	Registered
MALLINCKRODT LLC	TOLRIVO	US	85/705494	8/16/2012			Published
MALLINCKRODT LLC	UBRIGO	US	85/705507	8/16/2012			Published
MALLINCKRODT LLC	ULTRA-TECHNEKOW	US	72/361585	6/3/1970	927758	1/25/1972	Registered
MALLINCKRODT LLC	ULTRAJECT	US	73/710163	2/8/1988	1511671	11/8/1988	Registered
MALLINCKRODT LLC	ULTRATAG	US	73/811821	7/10/1989	1618372	10/23/1990	Registered
MALLINCKRODT LLC	ULTRAVENT	US	73/743296	8/1/1988	1529572	3/14/1989	Registered
MALLINCKRODT LLC	XARTEMIS	US	85/705518	8/16/2012			Published

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
1.	HD 200	73047914	3/27/1975	1039514	5/18/1976	LAFAYETTE PHARMACEUTICALS LLC
2.	HD	73048038	3/28/1975	1057339	2/1/1977	LAFAYETTE PHARMACEUTICALS LLC
3.	HD 85	73058755	7/25/1975	1045740	8/10/1976	LAFAYETTE PHARMACEUTICALS LLC
4.	BAROS	73420642	4/8/1983	1313035	1/8/1985	LAFAYETTE PHARMACEUTICALS, INCORPORATED
5.	BARO-CAT	73452780	11/14/1983	1311947	1/1/1985	LAFAYETTE PHARMACEUTICALS LLC
6.	ENTROBAR	73516809	1/9/1985	1370845	11/19/1985	LAFAYETTE PHARMACEUTICALS LLC
7.	SCAN C	74415097	7/21/1993	1860250	10/25/1994	LAFAYETTE PHARMACEUTICALS LLC
8.	BEAR E YUM	74475183	12/29/1993	1897270	6/6/1995	LAFAYETTE PHARMACEUTICALS INCORPORATED
9.	THERACIDE	74477253	1/7/1994	1866704	12/13/1994	LAFAYETTE PHARMACEUTICALS INCORPORATED
10.	XENOTRON	74479501	1/18/1994	1869442	12/27/1994	MALLINCKRODT INC.
11.	CHEETAH	74482327	1/21/1994	1928651	10/17/1995	LAFAYETTE PHARMACEUTICALS LLC