

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327214

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RB Pharmaceuticals Limited		12/23/2014	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc. as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3828718	BECAUSE TREATMENT TRANSFORMS LIVES	
Registration Number:	3449059	BECAUSE TREATMENT TRANSFORMS LIVES	
Registration Number:	4083375		
Registration Number:	1229185	BUPRENEX	
Registration Number:	3862436	COJOURNA	
Registration Number:	3669906	HERE TO HELP	
Registration Number:	3674173	HERE TO HELP SUPPORTING YOU THROUGH TREA	
Registration Number:	3818399	PROBUTEX	
Registration Number:	2169133	SUBOXONE	
Registration Number:	3917631	SUBOXONE	
Registration Number:	3434688	SUBOXONE (BUPRENORPHINE HCI/NALOXONE HCI	
Registration Number:	3503812	SUBOXONE (BUPRENORPHINE HCI/NALOXONE HCI	
Registration Number:	3571070		
Registration Number:	3486962		
Registration Number:	3884702	SUBOXONE STRIP	
Registration Number:	4101625	SUBOXONE (BUPRENORPHINE AND NALOXONE) C	
Registration Number:	2007864	SUBUTEX	
Registration Number:	3514687	TREAT THE CONDITION. TRANSFORM THE LIFE.	
Registration Number:	3737390	TURN TO HELP	
TRADEMARK			

OP \$865.00 3828718

Property Type	Number	Word Mark
Registration Number:	4492008	TURN TO HELP
Serial Number:	86445154	FOCUS
Serial Number:	86445157	FOCUS
Serial Number:	86396492	FOCUS ON YOU
Serial Number:	86396477	NASCUE
Serial Number:	86396482	RELSCU
Serial Number:	86454909	REVOD
Serial Number:	86396472	RYTREEV
Serial Number:	86423419	
Serial Number:	86423429	
Serial Number:	86423433	
Serial Number:	86423435	
Serial Number:	86428747	
Serial Number:	86428756	
Serial Number:	85645419	TURN2HELP

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 212 819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Matthew Campion/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent & Trademark Dept.

Address Line 4: New York, NEW YORK 10036-2787

ATTORNEY DOCKET NUMBER:	1111779-2956
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	12/23/2014

Total Attachments: 8

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 23, 2014 (this "Agreement"), made by RB Pharmaceuticals Limited, a limited company organized under the laws of England and Wales (the "Pledgor"), in favor of Morgan Stanley Senior Funding, Inc., as Collateral Agent (as defined below).

Reference is made to the U.S. Security Agreement, dated as of December 23, 2014 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), by and among Indivior Finance (2014) LLC, a limited liability company organized under the laws of Delaware (the "*U.S. Co-Borrower*" or the "*U.S. Term Borrower*"), RBP Global Holdings Limited, a limited company organized under the laws of England and Wales (the "*Borrower Representative*" or the "*Revolver Borrower*," and together with the U.S. Term Borrower, collectively referred to herein as the "*Borrowers*" and each a "*Borrower*"), RBP US Holdings Inc., a corporation organized under the laws of Delaware, RBP Finance LLC, a limited liability company organized under the laws of Delaware, Reckitt Benckiser Pharmaceuticals Inc., a corporation organized under the laws of Delaware, Reckitt Benckiser Pharmaceuticals Solutions Inc., a corporation organized under the laws of Delaware, the Pledgor, each subsidiary of a Borrower from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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, the Pledgor pursuant to the Security 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 Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with

respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security 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 Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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 (including “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, 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. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor’s Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral specified in this Agreement, in each case, in accordance with the requirements of the Security Agreement.

[Signature Pages Follow]

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

RB PHARMACEUTICALS LIMITED

By: 


Name: Richard Major Jameson
Title: Director

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

TRADEMARK
REEL: 005426 FRAME: 0815

ACCEPTED AND AGREED:

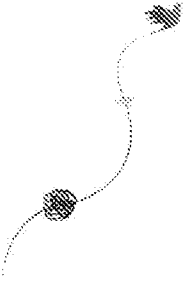
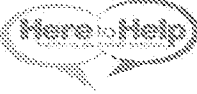


MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent

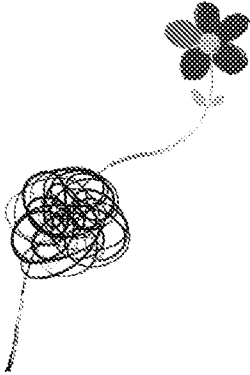
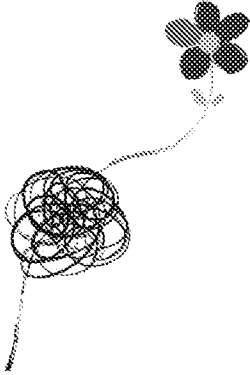


By: 
Name: Pramod Raju
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks





U.S. Trademarks and Applications Owned by RB Pharmaceuticals Limited

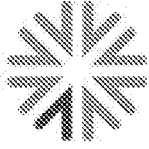
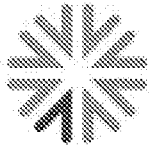


U.S. Trademark Registrations

No.	Trademark	App. No.	App. Date	Registration No.	Registration Date
1.	BECAUSE TREATMENT TRANSFORMS LIVES	77/308158	19-Oct-2007	3828718	03-Aug-2010
2.	BECAUSE TREATMENT TRANSFORMS LIVES	77/308164	19-Oct-2007	3449059	17-Jun-2008
3.	Bird Film & Knot (Logo) 	85332077	27-May-2011	4083375	10-Jan-2012
4.	BUPRENEX	73250235	14-Feb-1980	1229185	08-Mar-1983
5.	COJOURNA	77531171	25-Jul-2008	3862436	19-Oct-2010
6.	HERE TO HELP	77192940	30-May-2007	3669906	18-Aug-2009
7.	HERE TO HELP (Logo) 	77506175	24-Jun-2008	3674173	25-Aug-2009
8.	PROBUTEX	78952994	16-Aug-2006	3818399	13-Jul-2010
9.	SUBOXONE	75/226449	16-Jan-1997	2169133	30-Jun-1998
10.	SUBOXONE	77727995	04-May-2009	3917631	08-Feb-2011
11.	SUBOXONE (Buprenorphine HCl/naloxone HCl dihydrate) (Logo) 	77250850	09-Aug-2007	3434688	27-May-2008
12.	SUBOXONE (Buprenorphine HCl/naloxone HCl dihydrate) (Logo) 	77250843	09-Aug-2007	3503812	23-Sep-2008

No.	Trademark	App. No.	App. Date	Registration No.	Registration Date
13.	SUBOXONE Flower and Knot Device (Logo) 	77066166	18-Dec-2006	3571070	10-Feb-2009
14.	SUBOXONE Flower and Knot Device (Logo) 	77066236	18-Dec-2006	3486962	19-Aug-2008
15.	SUBOXONE STRIP	77528991	23-Jul-2008	3884702	07-Dec-2010
16.	SUBOXONE Sublingual Film (Logo) 	85332074	27-May-2011	4101625	21-Feb-2012
17.	SUBUTEX	74690845	19-Jun-1995	2007864	15-Oct-1996
18.	TREAT THE CONDITION. TRANSFORM THE LIFE	77066178	18-Dec-2006	3514687	14-Oct-2008
19.	TURN TO HELP	77192935	30-May-2007	3737390	12-Jan-2010
20.	TURN TO HELP (Logo) 	85734730	21-Sep-2012	4492008	04-Mar-2014

U.S. Trademark Applications

No.	Trademark	App. No.	App. Date
1.	FOCUS (BW Logo) 	86445154	05-Nov-2014
2.	FOCUS (Color Logo) 	86445157	05-Nov-2014
3.	FOCUS ON YOU	86396492	16-Sep-2014
4.	NASCUE	86396477	16-Sep-2014
5.	RELSCU	86396482	16-Sep-2014
6.	REVOD	86454909	14-Nov-2014
7.	RYTREEV	86396472	16-Sep-2014
8.	Snowflake Design (Black & White) (Logo) 	86423419	14-Oct-2014
9.	Snowflake Design (Black & White) (Logo) 	86423429	14-Oct-2014

No.	Trademark	App. No.	App. Date
10.	Snowflake Design (Colour) (Logo) 	86423433	14-Oct-2014
11.	Snowflake Design (Colour) (Logo) 	86423435	14-Oct-2014
12.	Spray (Logo) (B&W) 	86428747	20-Oct-2014
13.	Spray (Logo) (Colour) 	86428756	20-Oct-2014
14.	TURN2HELP	85645419	07-Jun-2012
15.	INDIVIOR	79151424	27-Jun-2014