

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM661898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GW Pharma Limited		07/21/2021	Private Company Limited By Shares: ENGLAND AND WALES
GW Research Limited		07/21/2021	Private Company Limited By Shares: ENGLAND AND WALES

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	100 Wall Street, Suite 600
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	87979127	GREENWICH BIOSCIENCES
Serial Number:	87977676	GREENWICH BIOSCIENCES
Serial Number:	87050601	GREENWICH BIOSCIENCES
Serial Number:	78354188	GW PHARMACEUTICALS
Serial Number:	85370291	SATIVEX
Serial Number:	85379901	CANNABIDEX
Serial Number:	87771644	CRI
Serial Number:	88730506	ALIGHT
Serial Number:	86938978	ASCELTA
Serial Number:	87771739	CANNABINOID RESEARCH INSTITUTE
Serial Number:	85959272	CEPAEDEX
Serial Number:	88226693	ENGAGE BY GREENWICH BIOSCIENCES
Serial Number:	86007888	EPIDIOLEX
Serial Number:	86938999	EPINUKIA
Serial Number:	86243559	EPIVARIN
Serial Number:	86242714	EPIVARINEX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86939170	KATEULIA
Serial Number:	86939158	KYNEUBIA
Serial Number:	86939190	KYTEUVIA
Serial Number:	88176634	CANNABIDEX

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	07/22/2021

#### Total Attachments: 6

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 21, 2021 (this “**Agreement**”), made by GW Pharma Limited, a private company limited by shares incorporated in England and Wales, and GW Research Limited, a private company limited by shares incorporated in England and Wales (collectively, the “**New Pledgors**” and each, a “**New Pledgor**”), in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee (as defined below).

Reference is made to the Collateral Agreement, dated as of May 5, 2021 (as amended, supplemented, increased, extended, renewed, refinanced, amended and restated or otherwise modified from time to time, the “**Collateral Agreement**”), among JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY (the “**Parent**”), each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof (together with Parent, the “**Pledgors**”) and U.S. BANK NATIONAL ASSOCIATION, as collateral trustee (together with its successors and assigns in such capacity, the “**Collateral Trustee**”) for the Senior Lien 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 Collateral Agreement. The rules of construction specified in Section 1.1(b) of the 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 Senior Lien Obligations, each New Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Trustee, its successors and permitted assigns, for the benefit of the Senior Lien Secured Parties, a continuing security interest in all of such New 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 New Pledgor or in which such New 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;

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Trustee herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Trustee pursuant to the Collateral Agreement. Each New Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the IP Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the 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.

GW Pharma Limited

By:   
Name: Iain Ward  
Title: Director

GW Research Limited

By:   
Name: Iain Ward  
Title: Director

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

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Trustee,

By: 

Name: Christopher J. Grell  
Title: Vice President

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

**TRADEMARK**  
**REEL: 007362 FRAME: 0146**

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks

Owner	Mark Name	Application Number	Application Date	Country
GW Pharma Limited	GREENWICH BIOSCIENCES	87/979127	26 May 2016	USA
GW Pharma Limited	GREENWICH BIOSCIENCES	87/977676	26 May 2016	USA
GW Pharma Limited	GREENWICH BIOSCIENCES	87/050601	26 May 2016	USA
GW Pharma Limited	GW Pharmaceuticals (stylised)	78/354188	20 Jan 2004	USA
GW Pharma Limited	SATIVEX	85/370291	13 Jul 2011	USA
GW Research Limited	CANNABIDEX	85/379011	25 Jul 2011	USA
GW Research Limited	CRI	87/771644	26 Jan 2018	USA
GW Research Limited	ALIGHT	88/730506	17 Dec 2019	USA
GW Research Limited	ASCETTA	86/938978	14 Mar 2016	USA
GW Research Limited	CANNABINOID RESEARCH INSTITUTE	87/771739	26 Jan 2018	USA
GW Research Limited	CEPADEX	85/959272	13 Jun 2013	USA
GW Research Limited	ENGAGE BY GREENWICH BIOSCIENCES Logo	88/226693	12 Dec 2018	USA
GW Research Limited	EPIDIOLEX	86/007888	11 Jul 2013	USA
GW Research Limited	EPINUKIA	86/938999	14 Mar 2016	USA
GW Research Limited	EPIVARIN	86/243559	05 Apr 2014	USA
GW Research Limited	EPIVARINEX	86/242714	04 Apr 2014	USA
GW Research Limited	KATEULIA	86/939170	14 Mar 2016	USA
GW Research Limited	KYNEUBIA	86/939158	14 Mar 2016	USA
GW Research Limited	KYTEUVIA	86/939190	14 Mar 2016	USA
GW Research Limited	CANNABIDEX	88/176634	31 Oct 2018	USA

TRADEMARK