

MR01

Particulars of a charge

237907/23

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A fee is be payable with
Please see 'How to pay'

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT**
You may not use this form to
register a charge where
instrument Use form MR01



LD6 *L5J0A702* 03/11/2016 #15
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 0 2 3 3 0 9 1 3
Company name in full Mercury Pharma Group Limited

For official use
141
→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 8 1 0 2 0 1 6 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name U S Bank National Association
(the Collateral Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X

Allen & Overy LLP

On behalf of the Collateral Agent on 3/11/2016

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Quoc Tran

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3265



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2330913

Charge code: 0233 0913 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2016 and created by MERCURY PHARMA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2016.

P

Given at Companies House, Cardiff on 9th November 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

Execution Version

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
31/11/2016

Agreement on the Pledge of Intellectual Property Rights

dated 28 October 2016

between **Mercury Pharma Group Limited**
Capital House
85 King William Street
London EC4N 7BL

as pledgor (the **Pledgor**)

and **U.S. Bank National Association**
13737 Noel Road
Suite 800
Dallas, Texas 75240
USA

as collateral agent (the **Collateral Agent**) and pledgee, acting for
itself in its own name and as creditor of the Parallel Obligations
(as defined in the Indenture (as defined herein))

regarding the second ranking pledge of intellectual property rights

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Whereas

- A) On 13 October 2016, Concordia International Corp. as issuer issued USD 350,000,000 of its 9 000% first lien senior secured notes due 2022 (the "**Notes**") guaranteed on a senior secured basis, jointly and severally, by certain subsidiaries of the issuer party thereto on the basis of the New York law governed indenture entered into on 13 October 2016 between, among others, Concordia International Corp. as issuer, the guarantors party thereto and U S Bank National Association as trustee and collateral agent (the "**Indenture**"), as further amended, restated, modified and/or supplemented from time to time.
- B) The Pledgor is the sole legal and beneficial owner of the intellectual property rights and has pledged the intellectual property rights to and for the benefit of Goldman Sachs Bank USA in connection with the Credit and Guaranty Agreement (as defined below) as a first ranking security for the Secured Liabilities (as defined therein).
- C) It is envisaged under the Indenture that the Pledgor pledges its intellectual property rights to and for the benefit of the Collateral Agent a second ranking security (*Nachverpfandung*) for the Secured Obligations (as defined below).
- D) In order to permit the holders of the Notes to benefit from a secured claim, the Collateral Agent will have the benefit of Parallel Obligations (as defined in the Indenture) mirroring the obligations of the Issuer and the Guarantors towards the holders of the Notes under or in connection with the Indenture and the Notes.

Now, therefore, it is agreed as follows:

1 Definitions and Construction

Unless the context otherwise requires or unless otherwise defined herein, capitalised terms and expressions used herein shall have the meaning ascribed to them in the Indenture

In this Agreement:

Agreement	means this agreement on the second ranking pledge of intellectual property rights including all its present and future Annexes.
Annex	means an annex to this Agreement.
Assigned Claims	has the meaning given to such term in Clause 2.4 (<i>Assignment of Assigned Claims</i>)
Assignment	means the assignment of the Assigned Claims by the Pledgor to the Collateral Agent pursuant to Clause

2.4 (Assignment of Assigned Claims)

Business Day	means a Business Day as defined in the Indenture, provided that Business Days shall only include any such day commercial banks in Zurich are open for normal business transactions.
Clause	means a clause of this Agreement.
Collateral Agent	has the meaning given to it on the cover page of this Agreement.
Credit Agreement Collateral Agent	means Goldman Sachs Bank USA as collateral agent under the First Ranking IP-Pledge Agreement.
Credit and Guaranty Agreement	means the New York law governed credit and guaranty agreement, relating to USD 1,100,000,000 term loans, GBP 500,000,000 term loans and USD 200,000,000 revolving commitments, dated on 21 October 2015, as amended from time to time, between, among others, Concordia International Corp. (formerly known as Concordia Healthcare Corp.) as Borrower, certain subsidiaries of the Borrower as Guarantors, Goldman Sachs Bank USA, Credit Suisse Securities (USA) LLC, Jefferies LLC and RBC Capital Markets as Joint Lead Arrangers and Joint Bookrunners, and Goldman Sachs Bank USA as Administrative Agent and Collateral Agent
Designs	means the Existing Designs and the Future Designs
Domain Names	means the Existing Domain Names and the Future Domain Names.
Enforcement	means the foreclosure or any other kind of realisation of the Pledged Assets and/or the Assigned Claims
Enforcement Event	means the occurrence of an Event of Default which is continuing.
Event of Default	means any event or circumstance specified as such in clause 6.01 (<i>Events of Default</i>) of the Indenture.
Existing Designs	means any and all pending design applications in Switzerland and designs registered in Switzerland of the Pledgor, including without limitation the designs set out in Annex 3 (<i>List of Existing Designs</i>) of this Agreement.

Existing Domain Names	means any and all pending domain name applications in Switzerland and domain names registered in Switzerland of the Pledgor, including without limitation the domain names set out in Annex 4 (<i>List of Existing Domain Names</i>) of this Agreement
Existing Patents	means any and all pending patent applications in Switzerland and patents registered in Switzerland of the Pledgor, including without limitation the patents set out in Annex 2 (<i>List of Existing Patents</i>) of this Agreement.
Existing Pledged Assets	means the Existing Trademarks, the Existing Patents, the Existing Designs and the Existing Domain Names.
Existing Trademarks	means any and all pending trademark applications in Switzerland and trademarks registered in Switzerland of the Pledgor, including without limitation the trademarks set out in Annex 1 (<i>List of Existing Trademarks</i>) of this Agreement
First Ranking IP-Pledge Agreement	means the Swiss law governed agreement on the pledge of intellectual property rights dated 18 December 2015 between the Pledgor as pledgor and Goldman Sachs Bank USA as collateral agent and pledgee, acting for itself (including as creditor of the parallel liability) and as direct representative (<i>direkter Stellvertreter</i>) in the name and for the account of all other secured parties and the secured parties as pledgees, represented for all purposes thereof by the collateral agent as direct representative (<i>direkter Stellvertreter</i>)
Future Designs	means any and all pending design applications in Switzerland and registered designs in Switzerland that are acquired or held by, or otherwise become the property of, the Pledgor at any time subsequent to the date of this Agreement.
Future Domain Names	means any and all domain names registered in Switzerland that are acquired or held by, or otherwise become the property of, the Pledgor at any time subsequent to the date of this Agreement
Future Patents	means any and all patents registered in Switzerland that are acquired or held by, or otherwise become the property of, the Pledgor at any time subsequent

to the date of this Agreement

Future Trademarks

means any and all trademarks registered in Switzerland that are acquired or held by, or otherwise become the property of, the Pledgor at any time subsequent to the date of this Agreement

including

means including without limitation, not delimiting the term(s) to which the word relates to the example(s) thereafter mentioned.

Indenture

has the meaning given to it in Whereas A).

Intercreditor Agreement

means the New York law governed intercreditor agreement dated as of 13 October 2016, between, among others, Concordia International Corp., the other Grantors (as defined therein) party thereto, Goldman Sachs Bank USA as credit agreement collateral agent for the credit agreement secured parties and U.S. Bank National Association as the notes collateral agent for the indenture secured parties.

IP-Authority

means any governmental, intergovernmental, or governmentally authorised national body responsible for receiving and examining applications for and issuing, extending or maintaining trademarks, patents, designs, domain names or the like

Notes

has the meaning given to it in Whereas A)

Notes Documents

has the meaning given to it in the Indenture

OHIM

means Office for Harmonization in the Internal Market (trade marks and designs).

Patents

means the Existing Patents and the Future Patents

Pledge

means a pledge (*Pfandrecht*) pursuant to art 899 et seq. of the Swiss Civil Code over the Pledged Assets in accordance with the terms of this Agreement

Pledge and Security Agreement

means the New York law governed pledge and security agreement dated as of 13 October 2016 between, among others, each Grantor (as defined therein) from time to time party thereto and the Collateral Agent as collateral agent.

Pledged Assets

means the Trademarks, the Patents, the Designs and the Domain Names.

Pledgor	has the meaning given to it on the cover page of this Agreement.
Re-Assignment	means collectively (i) the release of the Assigned Claims by the Credit Agreement Collateral Agent or any other Secured Party (as defined in the First Ranking IP-Pledge Agreement) in accordance with clause 8 (<i>Release and Reassignment of the Assigned Claims</i>) of the First Ranking IP-Pledge Agreement, and (ii) the re-assignment of the Assigned Claims by the Credit Agreement Collateral Agent to the Pledgor
Secured Documents	means the Notes Documents under which Secured Obligations are owed to the First Priority Notes Secured Parties.
Secured Obligations	means the Parallel Obligations as defined in the Indenture.
Security Period	means the period beginning on the date of this Agreement and ending on the date on which the Pledged Assets and the Assignment are released and/or re-assigned (as applicable) in accordance with Clause 9 (<i>Release of the Pledged Assets</i>).
Senior Pledgees	means the Secured Parties as defined in the First Ranking IP Pledge Agreement
Swiss Civil Code	means the Swiss Civil Code (<i>Schweizerisches Zivilgesetzbuch</i>) dated 10 December 1907, as amended and restated from time to time.
Swiss Debt Collection Act	means the Swiss Debt Collection and Bankruptcy Act (<i>Bundesgesetz über Schuldbetreibung und Konkurs</i>) dated 11 April 1889, as amended and restated from time to time.
Trademarks	means the Existing Trademarks and the Future Trademarks.

Any reference to this Agreement shall be deemed to include any Annexes hereto.

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Any reference made in this Agreement to any Secured Document (including this Agreement) or to any other agreement or document (under whatever name) relating to the Secured Documents shall be deemed to be references to such Secured Document or such other agreement or document as the same may have been, or may from time to time be, amended, restated, extended or novated or as the parties or persons may accede thereto or withdraw therefrom or as new money facilities may be added, or existing facilities may be cancelled, increased or decreased thereunder.

Any references made in this Agreement to any person include a reference to any natural or legal person, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality), as well as to any of its successors, permitted assignees and transferees shall be construed so as to include its successors in title, permitted assignees and permitted transferees.

Unless the context otherwise requires, any references made in this Agreement to the Collateral Agent shall be read as references to the Collateral Agent acting for itself in its own name and as a creditor of the Parallel Obligations.

2 Pledge of Pledged Assets

2.1 Undertaking to Pledge

The Pledgor hereby agrees to pledge the Pledged Assets and hereby unconditionally pledges the Pledged Assets together with all rights, claims or benefits pertaining thereto to the Collateral Agent as a continuing second ranking security, subject only to the security interest created under the First Ranking IP-Pledge Agreement and otherwise free and clear of any security in favour of third parties, in order to secure the Secured Obligations. The Collateral Agent herewith accepts such Pledge over the Pledged Assets.

2.2 Perfection of the Pledge

In order to perfect the Pledge, the Collateral Agent shall notify the Senior Pledgees regarding the second ranking Pledge by delivering on the date hereof a notice substantially in the form of **Annex 5** (*Form of Notification Letter to collateral agent under First Ranking IP-Pledge Agreement*) to Goldman Sachs Bank USA (in its capacity as collateral agent and representative of the Senior Pledgees under the First Ranking IP-Pledge Agreement), which shall be countersigned by Goldman Sachs Bank USA on or about the date of this Agreement.

2.3 Registration of the Pledge

The Pledgor shall, at its own cost and expense, to the extent the Existing Pledged Assets are registered, register within 10 Business Days from the date hereof the second ranking Pledge of the Existing Pledged Assets in the intellectual property rights registers of the competent IP-Authority of Switzerland, OHIM and such other jurisdictions as may be requested in writing by the Collateral Agent and provide the Collateral Agent within 20 (twenty) Business Days from the date

hereof with the complete excerpts from the relevant registers showing the proper registrations of the second ranking Pledge of the Existing Pledged Assets.

Without prejudice to the foregoing, the Pledgor herewith authorises the Collateral Agent to notify any competent IP-Authority, with which the Pledged Assets have been registered or applied for registration, of the second ranking Pledge and request the registration of the second ranking Pledge in the intellectual property rights registers of all those jurisdictions in which such registration is possible.

2.4 Assignment of Assigned Claims

As a further security for the Secured Obligations, the Pledgor agrees to assign and hereby assigns to the Collateral Agent upon Re-Assignment, any and all present and future monetary claims and receivables the Pledgor has on the date of Re-Assignment or, on and after Re-Assignment, will have in the future under or in connection with any kind of license agreement or other arrangement with licensees or other parties, relating to the use of any of the Pledged Assets, whether actual or contingent, together with all ancillary and security rights (including the right to receive the proceeds of any indemnity, warranty, guarantee, negotiable instrument or collateral security) relating thereto (all of the foregoing claims the **Assigned Claims**).

2.5 Further Assurance

The security created hereunder is to be a continuing security notwithstanding (i) any intermediate payment or increase of the amount of all or any part of the Secured Obligations, (ii) any temporary discharge of all or any part of the Secured Obligations, (iii) any transfer of rights and obligations by novation or otherwise from the Collateral Agent to another collateral agent under the Secured Documents and (iv) any change, amendment, or supplement whatsoever in the Secured Documents unless and until the security is released in full by the Collateral Agent in accordance with the terms of this Agreement. The security interest constituted by this Agreement shall be cumulative, in addition to and independent of (x) every other security which the Collateral Agent under or in connection with the Secured Documents may at any time hold for the Secured Obligations and (y) any rights, powers and remedies provided by law.

3 Delivery of Documents

No later than on the date of this Agreement, the Pledgor shall deliver to the Collateral Agent the following documents:

- a) a copy of the minutes of a shareholders' meeting (*Generalversammlung*) of the Pledgor at which the entire share capital (*Aktienkapital*) was represented, approving the terms and conditions of, and the granting of (i) the second ranking Pledge over the Pledged Assets and (ii) the Assignment of the Assigned Claims pursuant to this Agreement, including any distribution of corporate assets in connection with an Enforcement of the second ranking Pledge or the Assignment, and

- b) a copy of a resolution of the board of directors of the Pledgor, resolving, *inter alia*, the entry into and performance of this Agreement, including the perfection of the second ranking Pledge and of the Assignment as set out in this Agreement

4 Assigned Claims

4.1 Notification of Debtors

On and after Assignment, if an Event of Default has occurred and is continuing, the Collateral Agent shall be authorised to request the Pledgor to notify and/or to itself notify any debtor of Assigned Claims of the Assignment, in the latter case without having to obtain the prior consent of the Pledgor. All such notices to be given by the Pledgor shall be substantially in the form of **Annex 8** (*Form of Notice of Assignment to Debtors of Assigned Claims*) or as otherwise directed by the Collateral Agent.

Irrespective of the foregoing, on and after Assignment, the Collateral Agent shall be entitled, at its reasonable discretion, to notify the debtors of Assigned Claims of the Assignment under this Agreement at any time in the event such notification is necessary for protecting and pursuing the security interest under this Agreement.

4.2 Use of Assigned Claims

On and after Assignment, the Collateral Agent hereby grants the power of attorney to and authorises the Pledgor to collect any Assigned Claims and apply any proceeds freely in the ordinary course of its business, subject to and in accordance with the terms of the Secured Documents, for as long as no Event of Default has occurred and is continuing.

5 Representations and Warranties

The Pledgor represents and warrants to the Collateral Agent as follows.

- a) it is duly incorporated and validly existing, has the necessary capacity and power to enable it to enter into and perform its obligations under this Agreement, and has taken all necessary action to authorise its entry into and performance of this Agreement,
- b) the entry into and performance by it of this Agreement will not conflict with (i) any provision of law or regulation applicable, (ii) its constitutional documents; or (iii) any agreement or instrument binding upon it or any of its assets, where, in the case of paragraphs (i) and (iii), any such conflict would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect,
- c) no approval is required to effect a valid, binding and legally enforceable Pledge and Assignment to the Collateral Agent, all necessary authorisations to

enable the Pledgor to enter into this Agreement have been obtained, and are, and will remain in full force and effect;

- d) this Agreement constitutes legal, valid and binding obligations that are enforceable against the Pledgor pursuant to its terms,
- e) it is the sole legal and beneficial owner of the Existing Pledged Assets;
- f) the Pledged Assets have not been assigned, pledged, transferred, encumbered or licensed to third parties and are free and clear of any restriction on the ability to encumber, transfer or realise all or any part of it, save for the pledge created under the First Ranking IP-Pledge Agreement and as provided for in this Agreement,
- g) all registered Pledged Assets are valid and fully enforceable,
- h) upon each delivery of a list pursuant to Clause 6j) below, all registered Pledged Assets, to the extent that registration is possible, are properly registered in the name of the Pledgor, or an application for registration in the name of the Pledgor has been filed with the competent IP Authority;
- i) all measures to maintain the registration of or to process applications for the Existing Pledged Assets have been duly taken in a timely manner, including, but not limited to, regular and sufficient use of the Existing Trademarks for the goods and services for which they are claimed,
- j) no claims, actions, proceedings (including, but not limited to, opposition or objection proceedings), arbitrations or investigations are pending or threatened to the Pledgor against, or relating to, the Existing Pledged Assets which could lead to the (total or partial) annulment of any of the Existing Pledged Assets,
- k) the documents referred to in Clause 3 (*Delivery of Documents*) as well as **Annex 1** (*List of Existing Trademarks*), **Annex 2** (*List of Existing Patents*), **Annex 3** (*List of Existing Designs*) and **Annex 4** (*List of Existing Domain Names*) are accurate, complete and up to date as of the date hereof and when they are delivered to the Collateral Agent in accordance with this Agreement;
- l) no approval is required to grant a valid, binding and legally enforceable Pledge to the Collateral Agent and all necessary authorisations to enable the Pledgor to enter into this Agreement have been obtained and are, and will remain, in full force and effect,
- m) there were (i) no shareholders' and (ii) no board meetings of the Pledgor held, called for or planned in which resolutions were or are proposed to be passed that could lead to a Material Adverse Effect (including, for the avoidance of doubt, a Material Adverse Effect on the security interest created under this Agreement or any other right of the Collateral Agent under this Agreement, and

- n) it is a going concern and neither insolvent nor over-indebted and it has not passed a voluntary winding-up resolution, no petition has been presented or order made by a court for the winding-up, dissolution, bankruptcy or administration and no receiver, trustee in bankruptcy, administrator or similar office has been appointed in relation to it or any of its assets or revenues.

The representations and warranties set out in this Agreement (including Clause 5 (*Representations and Warranties*)) are made on the date of this Agreement and are deemed to be repeated by the Pledgor upon each delivery of a list pursuant to Clause 6j) below.

6 Undertakings of the Pledgor

Unless permitted or otherwise provided for in any Secured Document and subject to the First Ranking IP-Pledge Agreement, or with the Collateral Agent's prior written consent, the Pledgor hereby undertakes to the Collateral Agent as follows:

- a) to promptly register the second ranking Pledge in respect of any Existing Pledged Assets in accordance with Clause 2.3 (*Registration of the Pledge*),
- b) to promptly notify the Collateral Agent of (a) any actions, procedures or other steps it takes in relation to an enforcement of the pledge created under the First Ranking IP-Pledge Agreement or (b) any enforcement of the pledge created under the First Ranking IP-Pledge Agreement of which the Pledgor becomes aware,
- c) to do all acts which are or will be necessary to process and maintain its applications for, and registrations and full validity of, the Existing Pledged Assets, including payment of any application, registration or renewal fee, and to maintain the use and protection of the Existing Pledged Assets, including to object and/or defend against any related challenges and/or to take all action necessary or useful to prevent unauthorised use thereof where this could materially adversely affect the value of the Existing Pledged Assets and/or Assigned Claims;
- d) not to, and not to agree or attempt to, assign, sell, transfer or otherwise dispose of all or any part of the Pledged Assets and/or Assigned Claims, or the right to receive or to be paid the proceeds arising on the disposal of the same,
- e) not to grant any third party right (including licenses) over or dispose of all or any part of the Pledged Assets and/or Assigned Claims;
- f) not to create, or agree to create, or permit to subsist, any security or quasi-security over all or any part of the Pledged Assets and/or Assigned Claims,
- g) to notify the Collateral Agent as soon as reasonably possible of any actual, threatened or suspected infringement of the Pledged Assets and/or Assigned Claims or of any other event or circumstance which may be expected to have

an adverse effect on (i) the validity or enforceability of the Agreement, the Pledge or the Assignment or (ii) the validity, enforceability or value of the Pledged Assets;

- h) not to do or permit to be done anything which would materially adversely affect the priority, volume, ranking or legality, validity and enforceability of the security created or expressed to be created pursuant to this Agreement,
- i) to immediately notify the Collateral Agent of any occurrence which has or would have a material adverse effect on the validity or the enforceability of the security interest created hereunder;
- j) to deliver to the Collateral Agent immediately upon the occurrence of an Event of Default and upon reasonable request by the Collateral Agent an up-to-date of **Annex 1** (*List of Existing Trademarks*), **Annex 2** (*List of Existing Patents*), **Annex 3** (*List of Existing Designs*) and **Annex 4** (*List of Existing Domain Names*) containing an up-to-date list of all Existing Trademarks, Existing Patents, Existing Designs and Existing Domain Names, if any, accompanied by a duly signed notice substantially in the form as set forth in **Annex 7** (*Form of Notice to the Collateral Agent*), and up-to-date excerpts of the relevant registers or confirmations of applications concerning present and future registration of any Existing Pledged Assets in the intellectual property rights registers where any Existing Pledged Assets are registered as of the date of such request, provided, however, that before the occurrence of an Enforcement Event such requests shall not be made more frequently than twice a year; and
- k) to promptly execute and deliver at its own expense all further instruments and documents, and take all further action, that the Collateral Agent may reasonably request or that are required as a matter of law, in order to (i) perfect, protect, secure, maintain and enforce the security created under this Agreement, (ii) facilitate the exercise of the Collateral Agent's rights and remedies under this Agreement; (iii) enable the Collateral Agent to transfer and assign this Agreement or any rights or obligations hereunder (including the security over the Pledged Assets and/or the Assigned Claims) in accordance with Clause 11.7 (*Transfer and Assignment*), and/or (iv) upon request of the Collateral Agent, to promptly execute and deliver letters in which any competent IP-Authorities are notified of the Pledge over the registered Pledged Assets and are requested to register the Pledge of such registered Pledged Assets in the relevant register, substantially in the form of **Annex 6** (*Form of Notification to the IP-Authority*) (written in English and the official language of the respective IP-Authority) and duly signed by the Pledgor (for dispatch by the Collateral Agent).

7 Enforcement

Subject to the terms of the Intercreditor Agreement, the Indenture and the First Ranking IP-Pledge Agreement, upon the occurrence of an Enforcement Event, the Collateral Agent shall be entitled (but not obligated), to the extent legally permis-

sible without prior notification of the Pledgor, at its full discretion and notwithstanding any right of set-off of the Collateral Agent, to

- a) effect Enforcement by either (i) private realisation (*Private Verwertung*, including, to the extent legally permissible, self-sale (*Selbsteintritt*)) of the Pledged Assets and the Assigned Claims, or (ii) Enforcement proceedings pursuant to the Swiss Debt Collection Act, including proceedings under the exclusion of art. 41 para. 1^{bis} of the Swiss Debt Collection Act (i.e. waiver of the *beneficium excussionis realis*) or any analogous provisions under applicable foreign law and the Parties agree in advance that a discretionary sale (*Freihandverkauf*) shall be permitted. The Collateral Agent shall render account to the Pledgor regarding any private realisation (*Private Verwertung*); and
- b) act as Collateral Agent contracting in its own name and on its account or for the account of third persons in private or official Enforcement,
- c) on and after Assignment, revoke the power of attorney granted by the Collateral Agent to the Pledgor pursuant to Clause 4.2 (*Use of Assigned Claims*) and to instruct the debtors of the Assigned Claims to make payments directly to the Collateral Agent or to any other person as it may designate,
- d) on and after Assignment, undertake on its own initiative any acts it deems appropriate to maintain, safeguard, pursue or collect the Assigned Claims and to apply the amounts collected towards the Secured Obligations or to appoint any other person to take any of these acts on its behalf,
- e) on and after Assignment, provide any discount for the acceleration of any payment under, or to enter into any settlement regarding the payment of, any Assigned Claims; and/or
- f) on and after Assignment, exercise and enforce any security, accessory, preference or other right that is part of the Assigned Claims.

Failure by the Collateral Agent to sell Pledged Assets and/or Assigned Claims or to exercise any right or remedy including the acceptance of partial or delinquent payments shall not result in any liability of the Collateral Agent and shall not prejudice any of the rights the Collateral Agent may have under this Agreement or any other Secured Document nor be a waiver of any obligation of the Pledgor hereunder and/or thereunder.

Notwithstanding previous sales or transfers of Pledged Assets and/or Assigned Claims without formality or notice, the Collateral Agent retain the right at all times to take any measure they deem necessary or appropriate in accordance with the Swiss Debt Collection Act or any analogous provisions under applicable foreign law.

The Collateral Agent shall be entitled to enforce the Pledge and/or the Assignment in respect of all or only part of the Pledged Assets and/or Assigned Claims. Such partial Enforcement shall not affect the Pledge and/or Assignment of the remaining Pledged Assets and/or Assigned Claims

If the currency of the Secured Obligations is different from that of the Enforcement proceeds, the Collateral Agent shall determine at its discretion the conversion rate to be used in applying the Enforcement proceeds to the payment of the Secured Obligations.

If the security created under this Agreement is enforced or if Secured Obligations have been discharged, no legal subrogation of claims (*Subrogation*) shall occur and no related rights of the Collateral Agent shall pass on by subrogation or otherwise.

8 Application of Proceeds

The proceeds resulting from the Enforcement of the Pledged Assets and/or Assigned Claims (or any part thereof) shall be applied by the Collateral Agent towards the satisfaction of the Secured Obligations in accordance with section 4.02 (*Application of Proceeds*) of the Pledge and Security Agreement

Until the full and final satisfaction and discharge of all Secured Obligations, the Collateral Agent shall be entitled to treat all Enforcement proceeds as additional collateral for the Secured Obligations, notwithstanding their right to seek satisfaction from such proceeds at any time.

9 Release of the Pledged Assets and Assigned Claims

This Agreement shall terminate and the Pledged Assets and Assigned Claims shall be released and/or re-assigned (as applicable) in accordance with the provisions of section 12.03 (*Release of Collateral*) of the Indenture.

At the end of the Security Period, the Collateral Agent shall, at the request and cost of the Pledgor, take whatever action is reasonably necessary to release the Pledged Assets and/or Assigned Claims.

If any payment by the Pledgor in respect of Secured Obligations, whereupon the Collateral Agent released the security created pursuant to this Agreement (or any part thereof), is avoided or reduced as a result of insolvency or any similar event:

- a) this Agreement, the liability of the Pledgor and the Pledge and the Assignment shall be reinstated and continue as if the payment, discharge, avoidance or reduction had not occurred, and
- b) the Pledgor shall return, assign and/or deliver (as the case may be) to the Collateral Agent any Pledged Assets and Assigned Claims, including, for the avoidance of doubt, any proceeds from the disposal or collection of and any other substitutes for the Pledged Assets and Assigned Claims, as if the repayment, discharge, avoidance or reduction had not occurred, free and clear of any encumbrance or other third party right, other than the security created under the First Ranking IP-Pledge Agreement or other than as permitted under the Indenture, or as created by or pursuant to this Agreement

10 Power of Attorney

The Pledgor appoints and authorises the Collateral Agent to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things that the Collateral Agent may consider to be requisite for carrying out any obligation imposed on the Pledgor under this Agreement or exercising any of the rights conferred on the Collateral Agent by this Agreement or by law, in particular in connection with a private realisation (*Private Verwertung*, including, to the extent legally permissible, self-sale (*Selbsteintritt*)), provided that as long as no Event of Default has occurred and is continuing the Collateral Agent agrees not to take any such step unless the Collateral Agent would have the right under this Agreement to request the Pledgor to take such step and the Pledgor has failed to take such step within 10 Business Days or such shorter period as may be reasonably necessary to safeguard the Collateral Agent's interests, upon receipt of a written notice to such effect

11 Miscellaneous

11.1 No Waiver

No failure or delay by any Party in exercising any right, power or privilege granted under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege

11.2 Collateral Agent

- (a) The Collateral Agent shall not be bound to take any action in relation to this Agreement unless:
 - (i) directed in writing and as provided for in the Indenture; and
 - (ii) then only if it shall be indemnified and/or secured and/or prefunded to its satisfaction against all out-of-pocket costs, losses, liabilities, damages, claims (whether asserted by the Pledgor or any other person) or expenses (including documented and reasonable compensation and expenses and disbursements of the Collateral Agent's counsel) to which it may render itself liable or which it may incur by doing so.
- (b) The Pledgor acknowledges and agrees that the appointment of the Collateral Agent and the rights, indemnities, powers, protections, limitations of liability and duties thereof shall be governed by the Indenture and the Intercreditor Agreement and are incorporated herein by reference *mutatis mutandis*.
- (c) The Collateral Agent shall not owe any fiduciary duties to the Pledgor or any of its directors, employees, agents or affiliates.

11.3 Taxes, Costs and Expenses

All taxes, costs, fees and expenses (including legal fees) arising out of or in connection with the perfection, maintenance, protection and Enforcement of the security created under this Agreement or the exercise of any of the Collateral Agent's rights granted under this Agreement shall be borne by the Parties in accordance with the Indenture.

11.4 Notices

All notices or other communications to be given to the Collateral Agent or the Pledgor under or in connection with this Agreement shall be made in accordance with clause 13.01 (*Notices*) of the Indenture, with a copy to:

Mercury Pharma Group Limited
Capital House
85 King William Street
London EC4N 7BL

Tel: +44 (0) 208 588 9100
Fax +44 (0) 208 588 9200
Attention: FAO Head of Legal

11.5 Amendments

This Agreement may only be modified or amended by a document signed by all Parties.

11.6 Severability

If at any time any or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any relevant jurisdiction, such provision shall be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions of this Agreement. The Parties shall, acting in good faith, replace such illegal, invalid or unenforceable provision with a provision which best reflects the commercial and legal purpose of the replaced provision.

11.7 Transfer and Assignment

The Pledgor may not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of the Collateral Agent

The Collateral Agent may transfer and assign this Agreement or any rights or obligations hereunder without the prior written consent of the Pledgor to any person or entity that is appointed as successor collateral agent under the Secured Documents.

11.8 Set-off

The Pledgor shall not have the right to offset any payment obligation owed under any of the Secured Documents with any claim against the Collateral Agent.

11.9 Counterparts

This Agreement may be signed and delivered in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Agreement.

11.10 Governing Law

This Agreement (including the pledge of and possession of the Pledged Assets and the Assignment) shall be governed by and construed in accordance with the substantive law of Switzerland, under the exclusion of the Swiss international conflict of law rules.

11.11 Jurisdiction

The exclusive jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to this Agreement (or subsequent amendments thereof), including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be with the courts of the city of Zurich (Zurich 1), Switzerland.

This Clause 11.11 (*Jurisdiction*) is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the fullest extent permitted by applicable law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

The Pledgor elects the domicile of Amdipharm AG, Gartenstrasse 22, 4052 Basel, Switzerland as its special domicile pursuant to art 50 para. 2 of the Swiss Debt Collection Act.

Signatures on the next page

Signatures

Mercury Pharma Group Limited

as Pledgor

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Name:

Title:

John Beighton
Director

REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006

Name:

Title:

Adeel Ahmad
Director

U.S. Bank National Association

as Collateral Agent

acting for itself in its own name and as a creditor of the Parallel Obligations

Name:

Title:

Name:

Title:

Signatures

Mercury Pharma Group Limited
as Pledgor

Name:
Title.

Name:
Title.

U.S. Bank National Association
as Collateral Agent

acting for itself in its own name and as a creditor of the Parallel Obligations

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Name: **Damien Deley**
Title: **Assistant Vice President**

Name:
Title.

Annex 1 (List of Existing Trademarks)

Trade-mark	Country	Classe(s)	Filing date	Registration Date	Registration No.	Date re-newed	Expiry Date
FURA-DANTIN	Switzerland	5	08/12/2010	02/02/2011	611246	-	08/12/2020
FURA-DANTINE	Switzerland	5	22/03/1984	26/06/1984	2P-331406	22/03/2014	22/03/2024
MACROBID	Switzerland	5	21/11/1984	22/01/1985	2P-335970	21/11/2014	21/11/2024
MACRODANTIN	Switzerland	5	24/02/1989	20/07/1989	P-371037	24/02/2009	24/02/2019

Annex 2 (*List of Existing Patents*)

Patent	Country	Classe(s)	Filing date	Registration Date	Registration No.	Date re-newed	Expiry Date
-	-	-	-	-	-	-	-

Annex 3 (*List of Existing Designs*)

Design	Country	Classe(s)	Filing date	Registration Date	Registration No.	Date renewed	Expiry Date
-	-	-	-	-	-	-	-

Annex 4 (*List of Existing Domain Names*)

Domain Name	Country	Classe(s)	Filing date	Registration Date	Registration No.	Date renewed	Expiry Date
-	-	-	-	-	-	-	-

Annex 5 (Form of Notification Letter to collateral agent under First Ranking IP-Pledge Agreement)

[letterhead of the Collateral Agent]

To

Goldman Sachs Bank USA, 200 West Street, New York, NY 10282, USA

[place, date]

Notification of Second Ranking Pledge over [Trademarks] [Patents] [Designs] [Domain Names]

Dear Sirs

Reference is made to the Swiss law governed agreement on the pledge of intellectual property rights dated 18 December 2015 entered into between Mercury Pharma Group Limited as pledgor (the **Pledgor**) and you as collateral agent and pledgee, acting for yourself (including as creditor of the parallel liability) and as direct representative (*direkter Stellvertreter*) in the name and for the account of all other secured parties and the secured parties as pledgees, represented for all purposes thereof by you as collateral agent as direct representative (*direkter Stellvertreter*) regarding the pledge of certain intellectual property rights (the **IP-Rights**) (the **First Ranking IP-Pledge Agreement**).

We hereby notify you that we have entered as collateral agent and pledgee into a second ranking pledge agreement dated 28 October 2016 (the **Second Ranking IP-Pledge Agreement**) regarding the second ranking pledge (*Nachverpfandung*) of intellectual property rights with Mercury Pharma Group Limited.

Please acknowledge receipt of this notification letter by returning the enclosed copy of this letter to us duly countersigned.

This notification letter is governed by Swiss substantive laws and the courts of the city of Zurich (Zurich 1), Switzerland shall have exclusive jurisdiction.

Kind regards

U.S. Bank National Association

Name
Title.

Name
Title

Acknowledged:

Goldman Sachs Bank USA

Name:
Title.

Name
Title.

Annex 6 (Form of Notification Letter to the IP-Authority)

[Letterhead of Mercury Pharma Group Limited]

Registered Mail

To *[competent IP-Authority]*

Second Ranking Pledge over [Trademarks] [Patents] [Designs] [Domain Names]

[Place and Date]

Dear Sirs

We herewith notify you that pursuant to a second ranking IP-pledge agreement we have pledged the following

[list of respective Trademarks, Patents, Designs and/or Domain names]

to

U.S. Bank National Association
13737 Noel Road
Suite 800
Dallas, Texas 75240
USA

represented in this jurisdiction by:

[insert name of law firm]
[insert name of attorney]
[address]

We kindly ask you to register such second ranking pledge in the [Trademark] [Patent] [Design] [Domain Name] Register and to send to the above mentioned representative of the Collateral Agent a confirmation that the pledge has been registered

Yours sincerely

Mercury Pharma Group Limited

Name:
Title

Name
Title:

Annex 7 (Form of Notice to the Collateral Agent)

[Letterhead of Mercury Pharma Group Limited]

To

U.S. Bank National Association

13737 Noel Road
Suite 800
Dallas, Texas 75240
USA

[Place], [date]

Notice regarding Intellectual Property Rights

Dear Sirs,

We refer to the agreement on the pledge of intellectual property rights dated 28 October 2016 (the "**Pledge Agreement**") Any capitalised term used in this notice shall have the meaning assigned to such term in the Pledge Agreement.

With reference to Clause 6j) of the Pledge Agreement, we are sending you an updated list of all our [Existing Trademarks], [Existing Patents], [Existing Designs] [and Existing Domain Names]

We herewith confirm the Pledge and, if and to the extent any [Existing Trademarks], [Existing Patents], [Existing Designs] and/or [Existing Domain Names] owned by us have not yet been validly pledged to you, we herewith pledge such [Existing Trademarks], [Existing Patents], [Existing Designs] and [Existing Domain Names] to you, including all ancillary rights and claims pertaining thereto, in accordance with the terms and conditions of the Pledge Agreement as of the moment that such [Trademark], [Patent], [Design] and/or [Domain Name] has been owned by us.

Yours sincerely,

Mercury Pharma Group Limited

Name:
Title

Name
Title:

Annex 8 (Form of Notice of Assignment to Debtors of Assigned Claims)

From

Mercury Pharma Group Limited
Capital House
85 King William Street
London EC4N 7BL

To:

[insert name and address of debtor]

With copy to:

U.S. Bank National Association
13737 Noel Road
Suite 800
Dallas, Texas 75240
USA

[Place/Date]

Notice of Assignment – Payment Instructions

Dear Sirs

You are hereby notified that Mercury Pharma Group Limited (the **Pledgor**) and U.S. Bank National Association on 28 October 2016 have entered into a Swiss law governed intellectual property pledge agreement whereby all present and future monetary claims and receivables of the Pledgor against you under or in connection with any kind of license agreement or other arrangement relating to the use of any intellectual property rights of the Pledgor, whether actual or contingent, together with all ancillary and security rights (including the right to receive the proceeds of any indemnity, warranty, guarantee, negotiable instrument or collateral security) relating thereto, have been assigned to U.S. Bank National Association, irrespective of whether currently due or becoming due in the future. Please be informed that as consequence of the assignment, the procedures for discharging your debts towards Mercury Pharma Group Limited change. Please note the following

Address for notices:

U.S. Bank National Association
13737 Noel Road
Suite 800

Dallas, Texas 75240
USA

Payment Instructions:

You are herewith notified and instructed to pay to the following account

[Insert details of Bank Account designated for such purpose by Collateral Agent]

Please note that only payments made to the above account (or to such other account as indicated to you by U.S. Bank National Association) release you from any payment obligation in respect of any of the assigned claims.

Yours sincerely

Mercury Pharma Group Limited

Name·
Title·

Name:
Title