

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valeant Pharmaceuticals North America		01/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Three Rivers Pharmaceuticals, LLC		
Street Address:	301 Commerce Park Drive		
City:	Cranberry Township		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78582876	ASPIRE	
CORRESPONDENCE DATA			
Fax Number:	(866)611-7153		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	rflaggert@nixonpeabody.com		
Correspondent Name:	Richard P. Flaggert		
Address Line 1:	100 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	46811/1		
NAME OF SUBMITTER:	Richard P. Flaggert		
Signature:	/Richard P. Flaggert/		
Date:	01/14/2008		

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TRADEMARK  
REEL: 003695 FRAME: 0544

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of January 14, 2008 (the "Effective Date") is made by and between Valeant Pharmaceuticals North America, a Delaware corporation with an office at One Enterprise, Aliso Viejo, California 92656 ("Assignor") and Three Rivers Pharmaceuticals, LLC, a Pennsylvania limited liability company with an office at 301 Commerce Park Drive, Cranberry Township, PA 16066 ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 19, 2007 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to assign its right, title and interest in and to each trademark and service mark identified on Schedule 1 hereto, and the goodwill associated therewith and symbolized thereby (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to receive an assignment of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all of Assignor's right, title and interest in and to the Trademarks, together with the right to sue and recover for, and the right to profits or damages due or accruing or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Trademarks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Valeant Pharmaceuticals North America

By: 

Name:

Title:

Three Rivers Pharmaceuticals, LLC

By: \_\_\_\_\_

Name:

Title:

[Signature] Page to [Trademark] Assign

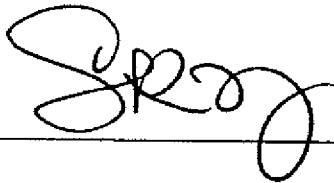
State of California  
County of Orange

On 10 January 2008 before me, Sylvia Ruiz, a notary public, personally appeared Timothy C. Tyson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

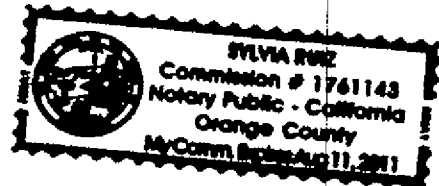
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_



(Seal)



IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Valeant Pharmaceuticals North America

By: \_\_\_\_\_  
Name:  
Title:

Three Rivers Pharmaceuticals, LLC

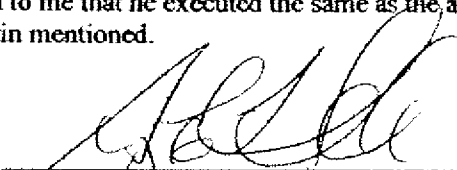
By: Donald J. Kerrish  
Name: Donald J. Kerrish  
Title: President and CEO

[Signature Page to Trademark Assignment]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Butler ss.:

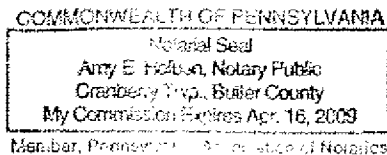
On this 10<sup>th</sup> day of JANUARY 2008, before me personally came Douglas J. Kozlowski, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President & CEO of Three Rivers Pharmaceuticals, LLC, a Pennsylvania limited liability company, and that he executed the foregoing instrument in the firm name of Three Rivers Pharmaceuticals, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
Notary Public - State of PENNSYLVANIA

Printed Name AMY E. HOLBEN

My Commission Expires:

APRIL 16, 2009



**Schedule 1**

Mark	Country	Class	Status	Serial No.	Filing Date	Registration No.	Registration Date
Aspire	US	41	Pending	78/582876	03/08/2005		