

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Biovail Laboratories International (Barbados) SRL		08/18/2009	SRL: BARBADOS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A. Toronto Branch		
<b>Street Address:</b>	200 Bay Street, Suite 1800		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	MJ5 2J2		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2839404	XENAZINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
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<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	224825-51		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

CH \$40.00 2839404

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

08/19/2009

**Total Attachments: 25**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement"), is entered into as of August 18, 2009 (the "Effective Date"), by and between Biovail Laboratories International (Barbados) SRL, an entity continued under the laws of Barbados (the "Grantor") and JPMorgan Chase Bank, N.A. Toronto Branch, in its capacity as administrative agent (the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below (collectively, the "Lenders").

### RECITALS

A. Biovail Corporation, a corporation continued under the federal laws of Canada (the "Borrower"), the Administrative Agent, and the Lenders are parties to that certain Credit Agreement dated as of June 9, 2009 (as the same may be amended or modified from time to time, the "Credit Agreement"); certain subsidiaries of the Borrower have entered into that certain Guarantee and Indemnity Agreement dated as of June 9, 2009 (as the same may be amended or modified from time to time, the "Guarantee") in favor of the Administrative Agent for the benefit of the Finance Parties (as defined in the Credit Agreement) to guaranty the Obligations (as defined in the Credit Agreement) of the Borrower under the Credit Agreement; and the Grantor has entered into a Supplement Agreement for Additional Guarantors dated as of June 17, 2009 to become a Guarantor (as defined in the Guarantee) under the Guarantee and to guaranty the Obligations of the Borrower under the Credit Agreement. The Grantor is entering into this Agreement in accordance with Section 5.15(c) of the Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

B. The Grantor is the owner of the Pledged Collateral (as defined herein) which on the schedules attached hereto is designated as being owned by the Grantor.

C. This Agreement is given by the Grantor in favor of the Administrative Agent for the benefit of the Finance Parties to secure the payment and performance of all of the Secured Obligations.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Administrative Agent, on behalf of the Finance Parties, hereby agree as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns and grants to the Administrative Agent for itself and for the ratable benefit of the Finance Parties a continuing security interest in all of the Grantor's right, title and interest, whether now existing or hereafter acquired, in and to the following property (all of which will be collectively referred to as the "Pledged Collateral"):

(a) any and all patents and patent applications, including, without limitation, the patents, patent applications and licenses listed on Schedule A hereto, along with: (1) all inventions and improvements described and claimed therein; (2) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (3) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements thereof; and (5) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents");

(b) all trademarks (including service marks), trade names, trade dress, trade styles, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule B hereto, along with: (1) all licenses of the foregoing, whether as licensee or licensor; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (collectively, "Trademarks");

(c) the entire goodwill of the Grantor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by Trademarks of the Grantor;

(d) any other intellectual property of the Grantor; and

(e) all Proceeds (as defined under the Uniform Commercial Code as in effect in the State of New York (the "UCC") or other relevant law) of any of the foregoing, and in any event including, without limitation, any and all (1) proceeds of any insurance, indemnity, warranty or guaranty payable to the Administrative Agent or to the Grantor from time to time with respect to any of the Pledged Collateral, (2) payments (in any form whatsoever) made or due and payable to the Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (3) instruments representing amounts receivable in respect of any Patents or Trademarks, (4) products of the Pledged Collateral and (5) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

2. No Release. Nothing set forth in this Agreement shall relieve the Grantor from the performance of any term, covenant, condition or agreement on the Grantor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on the Administrative Agent or any other Finance Party to perform or observe any such term, covenant, condition or agreement on the Grantor's part to be so performed or observed or impose any liability on the Administrative Agent or any other Finance Party for any act or omission on the part of the Grantor relating thereto or for any breach of any representation or warranty on the part of the Grantor contained in this Agreement or any other Loan Document or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of the Grantor contained in this Section 2 shall survive the termination of this Agreement and the discharge of the Grantor's other obligations hereunder and under the other Loan Documents.

3. Supplements; Further Assurances.

(a) The Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be reasonably requested by the Administrative Agent in order to maintain a first perfected security interest in the Pledged Collateral owned by the Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office (including, without limitation, the United States Patent and Trademark Office, and appropriate state trademark offices) in any UCC jurisdiction, as the Administrative Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Administrative Agent for the benefit of the Finance Parties hereunder. The Grantor also agrees to furnish

any such information to the Administrative Agent promptly upon request. The Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(b) The Grantor will, if so reasonably requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent reasonably requests, statements and schedules further identifying and describing the Pledged Collateral owned by the Grantor and such other reports and information in connection with its Pledged Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. The Grantor also agrees to take any and all actions reasonably requested by the Administrative Agent to defend title to the Pledged Collateral against all persons and to defend the security interest of the Administrative Agent in its Pledged Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4. Representations and Warranties of the Grantor. The Grantor hereby represents and warrants to the Finance Parties as follows:

(a) As of the Effective Date, the Grantor does not have any interest in, or title to, any Patent or Trademark, in each case, material to the Grantor's business, except as set forth in Schedules A and B hereto.

(b) This Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the appropriate offices under the UCC and this Agreement with the United States Patent and Trademark Office, the Administrative Agent will have fully perfected security interests in favor of the Administrative Agent on the Grantor's Patents and Trademarks, having priority over all other Liens on the Pledged Collateral other than Permitted Liens and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from the Grantor.

(c) Except (i) as set forth on Schedule C hereto, (ii) filings with the Patent and Trademark Office, under the UCC and under applicable foreign law, and (iii) those which have been made or obtained, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (1) the pledge by the Grantor of the Pledged Collateral pursuant to this Agreement, or the execution, delivery or performance by the Grantor of this Agreement, (2) the grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in, the Pledged Collateral by the Grantor in the manner and for the purpose contemplated by this Agreement or (3) the exercise of the rights and remedies of the Administrative Agent created hereby.

(d) Except as set forth on Schedule D attached hereto, no material claim has been made and remains outstanding that the Grantor's use of the Pledged Collateral does or may violate the rights of any third person.

5. Covenants.

(a) The Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) material to the conduct of the business of the Borrower and its Subsidiaries taken as a whole may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent

and Trademark Office or any court) regarding the Grantor's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same.

(b) Upon request of the Administrative Agent, the Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's first priority security interest on any Patent or Trademark of the Grantor material to the business of the Borrower and its Subsidiaries taken as a whole relating thereto or represented thereby.

(c) The Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents and Trademarks (now or hereafter existing) material to the conduct of the business of the Borrower and its Subsidiaries taken as a whole, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the Grantor shall reasonably determine that such Patent or Trademark is not material to the conduct of the business of the Borrower and its Subsidiaries taken as whole.

(d) The Grantor shall, unless it shall reasonably determine that such Patent or Trademark is in no way material to the conduct of the business of the Borrower and its Subsidiaries taken as a whole or the Grantor shall reasonably determine that such action is not appropriate, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate under the circumstances to protect such Patent or Trademark.

6. Events of Default. The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement shall constitute an Event of Default hereunder.

7. Remedies upon an Event of Default.

(a) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may exercise any or all of the following rights and remedies:

(1) those rights and remedies provided in this Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 7(a)(1) shall not be understood to limit any rights or remedies available to the Administrative Agent and the Finance Parties prior to an Event of Default;

(2) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Pledged Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement; and

(3) (i) any and all rights on a nonexclusive basis throughout the world irrevocably and perpetually as if it were the beneficial and legal owner or licensee, as the case may be, of the Pledged Collateral, including, without limitation, perfecting assignment of any and all contractual rights and powers with respect to the Pledged Collateral to the extent permitted by such Pledged Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions in the original license) or any part thereof, in each case, free of all rights and claims of the Grantor therein and thereto. In accordance with such rights, the Administrative Agent shall have (A) the right to cause any or all of the Pledged Collateral to

be transferred of record into the name of the Administrative Agent or its nominee and (B) the right to impose (i) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Finance Parties may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (ii) any necessary or appropriate requirements for any required governmental approvals or consents.

(4) if at any time the Administrative Agent has the right to dispose of any of the Pledged Collateral which is subject to a Patent or Trademark which any of the Grantor own or control through a license or otherwise, the Grantor grants to the Administrative Agent, for the benefit of the Finance Parties, a royalty free license (to the extent such rights are assignable) to use any such Patent, or Trademark, in addition to the grant of any security interest granted to the Administrative Agent, for the benefit of the Finance Parties, in such Patent or Trademark to the extent necessary to dispose of any such Pledged Collateral.

(b) The Administrative Agent, on behalf of the Finance Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Pledged Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Pledged Collateral.

(c) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Pledged Collateral, the Administrative Agent shall have the right to hold or use Pledged Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Pledged Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Pledged Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and Finance Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(d) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 7 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement. For purposes of this Section 7(d) and Section 8(b), "Required Secured Parties" means (1) prior to an acceleration of the Obligations under the Credit Agreement, the Required Lenders, (2) after an acceleration of the Obligations under the Credit Agreement but prior to the date upon which the Obligations have been paid in full and the Credit Agreement has been terminated, Lenders holding in the aggregate at least a majority of the aggregate Revolving Credit Exposure of all Lenders, and (3) after the Credit Agreement has been terminated and all Obligations have been paid in full (whether or not the Obligations under the Credit Agreement were ever accelerated), Lenders holding in the aggregate at least a majority of the aggregate net early termination payments and all other amounts then due and unpaid from the Grantor to the Finance Parties under any Swap Agreement, as determined by the Administrative Agent in its reasonable discretion.

(e) Notwithstanding the foregoing, neither the Administrative Agent nor the Finance Parties shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, the Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Pledged Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Pledged Collateral or any guarantee of the Secured Obligations or to resort to the Pledged Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Pledged Collateral.

8. Transfers and Other Liens.

(a) The Grantor will not create, incur, or suffer to exist any Lien on the Pledged Collateral owned by the Grantor except (i) the security interest created by this Agreement, and (ii) other Permitted Liens.

(b) Except for dispositions specifically permitted by Section 6.05 of the Credit Agreement, the Grantor is not authorized to sell or otherwise dispose of the Pledged Collateral and notwithstanding any course of dealing between the Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Pledged Collateral (except for dispositions specifically permitted pursuant to Section 6.05 of the Credit Agreement) shall be binding upon the Administrative Agent or the Finance Parties unless such authorization is in writing and signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties (as defined in Section 7(d)).

9. Application of Pledged Collateral Proceeds. In the case of any sale or other disposition of Pledged Collateral by the Administrative Agent in the exercise of its remedies provided in this Agreement or in any other Loan Document, the proceeds of such sale or other disposition shall be applied in accordance with Section 2.19 of the Credit Agreement. In the event that the proceeds from any sale or other disposition of Pledged Collateral are insufficient to pay all Secured Obligations in full, the Grantor shall remain liable for any deficiency, including any attorneys' fees and other expenses incurred by the Administrative Agent or any Finance Party to collect such deficiency.

10. Expenses. The Grantor shall reimburse the Administrative Agent for any and all expenses in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the administration, collection, preservation or sale of the Pledged Collateral as and to the extent the Borrower would be required to do so by Section 9.03(a) of the Credit Agreement. Any and all costs and expenses incurred by the Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantor.

11. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Finance Party to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Finance Parties required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Finance Parties until the Secured Obligations have been paid in full.

12. The Administrative Agent Appointed Attorney-in-Fact.

(a) The Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of the Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Pledged Collateral, (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Pledged Collateral as a financing statement and to file any other financing statement or



amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Pledged Collateral, (iii) to discharge past due taxes, assessments, charges, fees or Liens on the Pledged Collateral (except for such Liens as are specifically permitted hereunder), (iv) to apply the proceeds of any Pledged Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 9, (v) to endorse and collect any cash proceeds of the Pledged Collateral, (vi) to change the address for delivery of mail addressed to the Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to the Grantor, and (vii) to do all other acts and things necessary to carry out this Agreement; and the Grantor agrees to reimburse the Administrative Agent as and to the extent the Borrower would be required to do so pursuant to Section 9.03(a) of the Credit Agreement for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve the Grantor of any of its obligations under this Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Finance Parties, under this Section 12(a) are solely to protect the Administrative Agent's interests in the Pledged Collateral and shall not impose any duty upon the Administrative Agent or any Finance Party to exercise any such powers. The Administrative Agent agrees that, except for the powers granted in Sections 12(a)(i), (ii), (iv) and Section 12(a)(vii), it shall not exercise any power or authority granted to it unless an Event of Default has occurred and is continuing.

13. Indemnity. The Grantor hereby agrees to indemnify the Administrative Agent and the Finance Parties and each of their respective Related Parties as and to the extent the Borrower would be required to do so by Section 9.03(b) of the Credit Agreement.

14. Litigation.

(a) The Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. The Administrative Agent shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, such Event of Default not having been previously waived, remedied or cured, the Administrative Agent shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of the Grantor, the Administrative Agent or the Finance Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all documents required by the Administrative Agent in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent, as the case may be, for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 14.

15. Release.

(a) At such time as the Commitments have expired or been terminated and the principal of and interest on each Loan shall have been paid in full, all Letters of Credit shall have expired

or terminated (or cash collateralized to the satisfaction of the Issuing Bank) and all LC Disbursements shall have been reimbursed and all other Secured Obligations (other than contingent indemnification and contingent expense reimbursement obligations) shall have been paid in full, the Pledged Collateral shall be released automatically from the Liens and security interests created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledged Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Administrative Agent shall deliver to the Grantor any Pledged Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(b) If any of the Pledged Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then (i) the Liens and security interests created hereby on Pledged Collateral shall automatically be released and (ii) the Administrative Agent, at the request and sole expense of the Grantor, shall promptly execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable to evidence such release of the Liens created hereby on such Pledged Collateral. At the request and sole expense of the Borrower, the Grantor shall be released automatically from its obligations hereunder in the event that all the Equity Interests of the Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement.

16. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

17. Notices.

(a) Sending Notices. Any notice required or permitted to be given under this Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (1) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (2) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantor at the notice address set forth on Schedule E, and to the Administrative Agent and the Finance Parties at the addresses set forth in accordance with Section 9.01 of the Credit Agreement.

(b) Change in Address for Notices. The Grantor, the Administrative Agent and the Finance Parties may change the address for service of notice upon it by a notice in writing to the other parties.

18. Benefit of Agreement; Assignment. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor, the Administrative Agent and the Finance Parties and their respective successors and assigns (including all persons who become bound as a debtor to this

Agreement), except that the Grantor shall not have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Finance Parties, hereunder.

19. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

20. CONSENT TO JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND THE GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY FINANCE PARTY TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY FINANCE PARTY OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

21. WAIVER OF JURY TRIAL. THE GRANTOR, THE ADMINISTRATIVE AGENT AND EACH FINANCE PARTY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

22. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a

signature page of this Agreement by facsimile or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

24. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent and Trademark Security Agreement to be duly executed as of the date first above written.

GRANTOR:

**BIOVAIL LABORATORIES INTERNATIONAL  
(BARBADOS) SRL**

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

Name: \_\_\_\_\_

**Michel Chouinard  
Chief Operating Officer**

Title: \_\_\_\_\_

Witness:

**ANDREW V. THORNHILL  
ATTORNEY-AT-LAW**

~~ACKNOWLEDGMENT OF SIGNATURES~~

STATE OF \_\_\_\_\_ }

} SS

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said State, DO HEREBY CERTIFY THAT  
\_\_\_\_\_ the \_\_\_\_\_ of **BIOVAIL LABORATORIES INTERNATIONAL  
(BARBADOS) SRL**, proven to me to be the same person whose name is subscribed to the foregoing  
instrument as such officer, appeared before me this day in person and acknowledged that he signed and  
delivered said instrument as his own free and voluntary act and as the free and voluntary act of said  
company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

*[Signature Page to US Patent and Trademark Security Agreement]*

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., TORONTO  
BRANCH

By: Robert S. Sheppard

Name: ROBERT S. SHEPPARD

Title: VICE PRESIDENT

## SCHEDULES

Schedule A	Patents
Schedule B	Trademarks & Service Marks
Schedule C	Required Consents & Licenses
Schedule D	Claims, Litigation, Etc.
Schedule E	Notice Address for the Grantor

PATENTS

(including exclusive and nonexclusive licenses)

Patents and Patent Applications

CIS-DIHYDROTETRABENAZINE ISOMERS PER SE (CAM10)				
Country	Application Number	Publication Number	Status	Comments
United Kingdom	0403037.5	GB 2410947	Patent granted 17.9.2008	
United States of America	60/543,531		Lapsed	Superseded by international patent application which covers US
World Intellectual Property Organization	PCT/GB2005/000464	WO 2005/077946	Spent - superseded by national/ regional patent applications	PCT application converted into European patent application and national patent applications in Australia, Canada, China, India, Japan, Mexico, New Zealand, Russia, South Africa, South Korea and USA - see below for details

CIS-DIHYDROTETRABENAZINE ISOMERS PER SE (CAM10)				
Country	Application Number	Publication Number	Status	Comments
European Patent Office	EP 05708289.3	EP 1716145	Granted	Patent granted 27.8.2008. Patent validated in Albania, Austria, Belgium, Bulgaria, Switzerland- Liechtenstein, Croatia, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Poland, Portugal, Romania, Serbia -Montenegro, Sweden, Slovenia, Slovak Republic, and Turkey.
Australia	2005213525	-	Pending	



Canada	2,555,815	-	Pending	
China	200580012044.5	-	Pending	
Hong Kong	07104428.7	-	Pending	
India	4661/DELNP/2006	-	Pending	
Japan	2006-552683	JP2007522193T	Pending	
Mexico	PA/a/2006/009164	MXPA06009164 A	Pending	
New Zealand	549105	-	Accepted. Acceptance advertised 30.4.2009	
Russia	2006132329	-	Granted	

**CIS-DIHYDROTETRA BENAZINE ISOMERS PER SE (CAM10)**

Country	Application Number	Publication Number	Status	Comments
South Africa	2006/07425	-	Pending	
South Korea	2006-7018368	-	Pending	
United States of America	10/597,803	US2008/108645	Pending	

**USE OF CIS-DIHYDROTETRA BENAZINE ISOMERS FOR TREATING HUNTINGTON'S DISEASE (CAM16)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0514501.6	-	Lapsed - superseded by International (PCT) patent application - see below	The earlier PCT application PCT/GB2005/000464 (CAM10) refers to treatment of Huntington's disease. This new application covers the arresting or slowing down of the progress of the disease.
World Intellectual Property Organization	PCT/GB2006/002593	WO 2007/007105	Spent - superseded by national/ regional patent applications	PCT application converted into European patent application and national patent applications in Australia, Canada, China, Japan, Mexico, New Zealand, Russia, South Africa, South Korea and USA - see below for

TRADEMARK

REEL: 004048 FRAME: 0966

				details
<b>USE OF CIS-DIHYDRO-TETRABENAZINE ISOMERS FOR TREATING HUNTINGTON'S DISEASE (CAMI6)</b>				
Country	Application Number	Publication Number	Status	Comments
European Patent Office	06764942.6	EP1885363	Granted.	Patent application restricted to use of (+) cis-isomers of dihydrotrabenazine (RUS345 and RUS350) and accelerated examination requested.  Patent granted on <u>1.10.2008</u> .  Patent validated in Albania, Austria, Belgium, Bulgaria, Switzerland- Liechtenstein, Croatia, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Poland, Portugal, Romania, Serbia- Montenegro, Sweden, Slovenia, Slovak Republic, and Turkey.
European Patent Office	08017191.1	EP 2027861	Pending	Divisional application of EP1885363. Currently covers use of all four isomers of (+) cis-isomers of dihydrotrabenazine for the Huntington's indication.
Australia	2006268098	-	Pending	
Canada	2615077	-	Pending	
China	200680033975.8	101282726	Pending	
Hong Kong	08105582.5	1111085	Pending	
Japan	2008-520952	-	Pending	
Mexico	MX/a/2008/000533	-	Pending	

**USE OF CIS-DIHYDROTETRA BENAZINE ISOMERS FOR TREATING HUNTINGTON'S DISEASE (CAM16)**

Country	Application Number	Publication Number	Status	Comments
New Zealand	565522	-	Pending	
Russia	2008105590.	-	Pending	
South Africa	2008/00905	-	Pending	
South Korea	10-2008-7003481	-	Pending	
United States of America	11/995,436	US 2008/0319000	Pending	

**USE OF CIS-DIHYDROTETRA BENAZINE ISOMERS FOR TREATING INFLAMMATORY DISEASE (CAM19)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0516168.2	-	Lapsed - superseded by International (PCT) patent application - see below	
World Intellectual Property Organization	PCT/GB2006/002909	WO 2007/017643	Spent - superseded by national/ regional patent applications	Cytokine & T cell proliferation data included in application at PCT filing stage. PCT application converted into European patent application and national patent applications in Australia, Canada, China, Japan, Mexico, New Zealand, Russia, South Africa, South Korea and USA - see below for details
European Patent Office	06765213.1	EP 1861100	Granted	Granted 29.10.2008. Validated in Albania, Austria, Belgium, Bulgaria, Switzerland - Liechtenstein, Croatia, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Poland, Portugal, Romania, Serbia -Montenegro, Sweden, Slovenia, Slovak Republic and Turkey.

European Patent Office	08104275.6	EP 1964565	Pending
Australia	2006277836	-	Pending

**USE OF CIS-DIHYDROTETRAZINE ISOMERS FOR TREATING INFLAMMATORY DISEASE (CAM19)**

Country	Application Number	Publication Number	Status	Comments
Canada	2620952	-	Pending	
China	200680036600	101321528	Pending	
Hong Kong	08105581.6	1111084	Pending	
Hong Kong (2)	09101971.2	1121405	Pending	
Japan	2008-524588	-	Pending	
Mexico	MX/a/2008/001546	-	Pending	
New Zealand	566010	-	Pending	
Russia	2008108516	-	Pending	
South Africa	2008/01171	-	Pending	
South Korea	10-2008-7005309	-	Pending	
United States of America	11/997,675	-	Pending - unpublished	

**USE OF CIS-DIHYDROTETRAZINE ISOMERS FOR TREATING PSYCHOSIS (CAM20)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0516167.4	-	Lapsed - superseded by International (PCT) patent application - see below	
United Kingdom	0516790.3	-	Lapsed - superseded by International (PCT) patent application - see below	This is an expanded version of GB0516167.4 and covers psychosis in general as well as schizophrenia in particular.

World Intellectual Property Organization	PCT/GB2006/002936	WO 2007/017654	Spent - superseded by national/ regional patent applications	This PCT application claims priority from GB0516167.4 (filed 6.8.2005) and GB0516790.3 (filed 16.8.2005). PCT application converted into European patent application and national patent applications in Australia, Canada, China, Japan, Mexico, New Zealand, Russia, South Africa, South Korea and USA - see below for details
European Patent Office	06765238.8	EP1855677	Granted	Granted 3.12.2008. Validated in Albania, Austria, Belgium, Bulgaria, Switzerland - Liechtenstein, Croatia, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, UK, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Monaco, Netherlands, Poland, Portugal, Romania, Serbia- Montenegro, Sweden, Slovenia, Slovak Republic and Turkey.
European Patent Office	08170385.2	EP2050451	Pending	

USE OF CIS-DIHYDROTETRA BENAZINE ISOMERS FOR TREATING PSYCHOSIS (CAM20)

Country	Application Number	Publication Number	Status	Comments
Australia	2006277753	-	Pending	
Canada	2620960	-	Pending	
China	200680036681.0	101351205	Pending	
Hong Kong	08105580.7	1111083	Pending	
Japan	2008-525620	2008-525620	Pending	
Mexico	MX/a/2008/001549	-	Pending	
New Zealand	566011	-	Pending	
Russia	2008108623	-	Pending	

South Africa	2008/01170	-	Pending	
South Korea	10-2008-7005308	-	Pending	
United States of America	11/997,591	-	Pending - unpublished	

**USE OF CIS-DIHYDROTETRABENAZINE ISOMER RUS350 FOR TREATING MULTIPLE SCLEROSIS (CAM24)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0721669.0	-	Lapsed - superseded by International (PCT) patent application - see below	
World Intellectual Property Organization	PCT/GB2008/051017	-	Pending unpublished	

**TETTRABENAZINE CONTROLLED RELEASE FORMULATIONS (CAM25)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0814695.3	-	Pending unpublished	UK IPO search report received. Overseas filings due by <u>12.8.2009</u>

**USE OF CIS-DIHYDROTETRABENAZINE ISOMER RUS351 FOR TREATING ANXIETY (CAM26)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0810857.3	-	Pending unpublished	

**USE OF CIS-DIHYDROTETRABENAZINE ISOMERS FOR TREATING DEMENTIA (CAM27)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0816371.9.	-	Pending unpublished	

**USE OF CIS-DIHYDROTETRABENAZINE ISOMERS FOR TREATING ASTHMA (CAM29)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0816370.1	-	Pending unpublished	

**DESMETHYL TETRABENAZINES AND DESMETHYLDIHYDROTETRABENAZINES (CAM30)**

Country	Application Number	Publication Number	Status	Comments
United Kingdom	0816372.7	-	Pending unpublished	

**SCHEDULE B****TRADEMARKS & SERVICE MARKS**

(including registrations and applications and exclusive and nonexclusive licenses)

**Trademarks and Trademark Applications**

Country	Mark	Application No.	Registration No.
Canada	NITOMAN	1163643	TMA615144
Community Trade Mark	XENAZINE	001832047	001832047
Community Trade Mark	XENAZINA	002733327	002733327
Norway	XENAZINE	200010739	208090
Switzerland	XENAZINE	10910/2000	481647
United States of America	XENAZINE	76181171	2839404

Country	Mark	Application No.	Registration No.
United States of America	NITOMAN	78289700	ABANDONED
United States of America	ZENAZINE	78396904	ABANDONED

**\*\*PLEASE NOTE THAT US APPLICATIONS FOR NITOMAN AND ZENAZINE WERE BOTH ABANDONED FOR FAILURE TO FILE STATEMENTS OF USE.**



**SCHEDULE C**

**REQUIRED CONSENTS AND LICENSES**

None.

**SCHEDULE D**

**CLAIMS, LITIGATION, ETC.**

None.

**SCHEDULE E**

**NOTICE ADDRESS FOR THE GRANTOR**

Biovail Laboratories International (Barbados) SRL  
Welches Christ Church, Barbados  
West Indies  
BB17154  
Attention: Finance