

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biovail International Laboratories SRL		09/28/2010	Barbados Society with Restricted Liability: BARBADOS
Biovail International Laboratories (Barbados) SRL		09/28/2010	Barbados Society with Restricted Liability: BARBADOS

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2839404	XENAZINE
Registration Number:	1283003	A
Registration Number:	1254277	A
Serial Number:	78851378	ASOLZA
Registration Number:	0875020	ATIVAN
Registration Number:	3036881	BPI
Registration Number:	2966250	BVF
Serial Number:	77182237	CARDISENSE
Registration Number:	1246194	CARDIZEM
Registration Number:	1444842	CARDIZEM
Serial Number:	77789291	FLASHDOSE
Registration Number:	3366577	GLUMETZA

OP \$890.00 2839404

Serial Number:	78931095	INSTATAB
Registration Number:	0697014	ISORDIL
Serial Number:	78862891	JOVOLA
Serial Number:	78862951	JUBLIA
Serial Number:	78851363	MIVURA
Serial Number:	78851346	ONELZA
Serial Number:	77599980	ONEXTEN
Serial Number:	77543711	ORAMELT
Serial Number:	78862931	PALVATA
Serial Number:	77390719	SHEARFORM
Registration Number:	3716931	SMARTCOAT
Serial Number:	78862981	SOLBRI
Serial Number:	78851273	TESIVEE
Registration Number:	1988853	TIAZAC
Registration Number:	3597399	TITRADOSE
Serial Number:	77254549	TOVALT
Serial Number:	77383919	UPZIMIA
Registration Number:	1335085	VASERETIC
Registration Number:	1348858	VASOTEC
Serial Number:	78851392	VEMRETA
Serial Number:	78851320	VOLZELO
Serial Number:	77905797	ZILERAN
Serial Number:	77512011	ZENAZINE

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3303
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	10/04/2010

TRADEMARK

REEL: 004289 FRAME: 0258

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 28, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, Biovail Laboratories International SRL is party to a Debenture/Mortgage by Biovail Laboratories International SRL in favor of the Collateral Agent, dated as of September 28, 2010 (the "**BLS Debenture/Mortgage**") and Biovail Laboratories International (Barbados) SRL is party to a Debenture/Mortgage by Biovail Laboratories International (Barbados) SRL in favor of the Collateral Agent, dated as of September 28, 2010 (the "**BLB Debenture/Mortgage**" and, with the BLS Debenture/Mortgage, collectively, the "**Barbados Debentures/Mortgages**") pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Barbados Debentures/Mortgages and used herein have the respective meanings given to them in the Barbados Debentures/Mortgages.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. As security for the payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any Grantor now has or hereafter acquires any right, title or interest and wherever located (collectively, the "**Trademark Collateral**"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, li-

cense fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Barbados Debentures/Mortgages, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Barbados Debentures/Mortgages, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Barbados Debentures/Mortgages, the provisions of the Barbados Debentures/Mortgages shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOVAIL INTERNATIONAL
LABORATORIES SRL

By: W. Wells
Name: WILLIAM WELLS
Title: Manager and President

In the Presence of:

L. Rowe
Name: LISA ROWE
Title: WHITEHALL MAIN ROAD
WHITEHALL, ST. MICHAEL
BARBADOS

Accepted and Agreed:


GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____
Name:
Title:


[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIOVAIL INTERNATIONAL
LABORATORIES (BARBADOS) SRL

By: 
Name: WILLIAM WELLS
Title: Manager and President

In the Presence of:


Name: LISA ROWE
Title: WHITEHALL MAIN ROAD
WHITEHALL, ST. MICHAEL
BARBADOS

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:  _____
(Authorized Signatory)

[Signature Page to BLI Trademark Security Agreement]

TRADEMARK
REEL: 004289 FRAME: 0264

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

(See Attached)

Biovail Case Reference	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number	Current Status
N/A	NITOMAN	United States of America	N/A	N/A			Pending (Not yet filed)
T104-US-NF	XENAZINE	United States Of America	13 Dec 2000	76181171	11 May 2004	2839404	Registered
T109-US-NF	ZENAZINE	United States Of America	01 Jul 2008	77512011		N/A	Pending

Biovail Case Reference	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number	Current Status	Registered Owner
T005-US-NF	A (A Tablet design - apex down)	United States Of America	31 May 1983	73428249	26 Jun 1984	1283003	Registered	Biovail Laboratories International SRL
T006-US-NF	A (A Tablet design - Apex Up)	United States Of America	24 Dec 1981	73343230	18 Oct 1983	1254277	Registered	Biovail Laboratories International SRL
T009-US-NF	ASOLZA	United States Of America	31 Mar 2006	78851378		N/A	Pending	Biovail Laboratories International SRL
T008-US-NF	ATIVAN	United States Of America	12 Jan 1968	72288666	19 Aug 1969	875020	Registered	Biovail Laboratories International SRL
T013-US-NF	BPI	United States Of America	13 Jun 2003	78976515	27 Dec 2005	3036881	Registered	Biovail Laboratories International SRL
T014-US-NF	BVF	United States Of America	21 May 2003	78252577	12 Jul 2006	2966250	Registered	Biovail Laboratories International SRL
T072-US-NF	CARDISENS E	United States Of America	16 May 2007	77182237		N/A	Pending	Biovail Laboratories International SRL
T015-US-NF	CARDIZEM	United States Of America	22 Jan 1981	73239970	26 Jul 1983	1246194	Registered	Biovail Laboratories International SRL
T018-US-NF	CARDIZEM	United States Of America	04 Dec 1986	73633651	30 Jun 1987	1444842	Registered	Biovail Laboratories International SRL
T020-US-NF[2]	FLASHDOSE	United States Of America	24 Jul 2009	77789291		N/A	Pending	Biovail Laboratories International SRL
T021-US-NF	GLUMETZA	United States Of America	12 Dec 2003	78340355	08 Jan 2008	3,366,577	Registered	Biovail Laboratories International SRL
T023-US-NF	INSTATAB	United States Of America	17 Jul 2006	78931095		N/A	Pending	Biovail Laboratories International SRL
T026-US-NF	ISORDIL	United States Of America	23 Sep 1959	72081865	03 May / 1960	0697014	Registered	Biovail Laboratories International SRL

Biovail Case Reference	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number	Current Status	Registered Owner
T024-US-NF	JOVOLA	United States Of America	17 Apr 2006	78862891			Pending	Biovail Laboratories International SRL
T027-US-NF	JUBLIA	United States Of America	17 Apr 2006	78862951		N/A	Pending	Biovail Laboratories International SRL
T028-US-NF	MIVURA	United States Of America	31 Mar 2006	78851363		N/A	Pending	Biovail Laboratories International SRL
T029-US-NF	ONELZA	United States Of America	31 Mar 2006	78851346		N/A	Pending	Biovail Laboratories International SRL
T031-US-NF[2]	ONEXTEN	United States Of America	24 Oct 2008	77599880		N/A	Pending	Biovail Laboratories International SRL
T100-US-NF	ORAMELT	United States Of America	11 Aug 2008	771543711		N/A	Pending	Biovail Laboratories International SRL
T030-US-NF	PALVATA	United States Of America	17 Apr 2006	78862931		N/A	Pending	Biovail Laboratories International SRL
T096-US-NF	SHEARFOR M	United States Of America	06 Feb 2008	77390719		N/A	Pending	Biovail Laboratories International SRL
T035-US-NF	SMARTCOA T	United States Of America	08 Sep 2003	78297563	24 Nov 2009	3716931	Registered	Biovail Laboratories International SRL
T025-US-NF	SOLBRI	United States Of America	17 Apr 2006	78862981		N/A	Pending	Biovail Laboratories International SRL
T037-US-NF	TESIVEE	United States Of America	31 Mar 2006	78851273		N/A	Pending	Biovail Laboratories International SRL
T038-US-NF	TIAZAC	United States Of America	05 Nov 1993	N/A	23 Jul 1996	1988853	Registered	Biovail Laboratories International SRL
T098-US-NF	TITRADOSE	United States Of America	13 Feb 2008	77396172	31 Mar 2009	3597399	Registered	Biovail Laboratories International SRL
T090-US-NF	TOVALT	United States Of America	14 Aug 2007	77254549		N/A	Pending	Biovail Laboratories International SRL

Biovail Case Reference	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number	Current Status	Registered Owner
T093-US-NF	UPZIMIA	United States Of America	30 Jan 2008	77383919			Pending	Biovail Laboratories International SRL
T042-US-NF	VASERETIC	United States Of America	09 Oct 1984	73503117	14 May 1985	N/A 1335085	Registered	Biovail Laboratories International SRL
T044-US-NF	VASOTEC	United States Of America	15 Feb 1984	73465852	16 Jul 1985	1348858	Registered	Biovail Laboratories International SRL
T045-US-NF	VEMRETA	United States Of America	31 Mar 2006	78851392		N/A	Pending	Biovail Laboratories International SRL
T046-US-NF	VOLZELO	United States Of America	31 Mar 2006	78851320		N/A	Pending	Biovail Laboratories International SRL
T017-US-NF[2]	ZILERAN	United States Of America	06 Jan 2010	77905797		N/A	Pending	Biovail Laboratories International SRL