

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
Aventis Pharmaceuticals Inc.		12/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Valeant International (Barbados) SRL		
Street Address:	Welches		
City:	Christ Church		
State/Country:	BARBADOS		
Postal Code:	BB17154		
Entity Type:	society with restricted liability: BARBADOS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2502310	BENZAFLIN	
Registration Number:	1226427	BENZAMYCIN	
Registration Number:	2701399	CARAC	
Registration Number:	1954942	ERYTHRO-PAK	
Registration Number:	0735930	KLARON	
Registration Number:	2202011	KLARON	
Registration Number:	2213312	NORITATE	
Registration Number:	2740467	PENLAC	
Serial Number:	85106833	SCULPTRA	
Registration Number:	3056196	SCULPTRA	
Serial Number:	85214785	SCULPTRA AESTHETIC INJECTABLE POLY-L-LACTIC ACID ANTI-AGE FOR THE MODERN AGE	
Serial Number:	77792544	SCULPTRA AESTHETIC	
Serial Number:	77792997	SCULPTRA AESTHETIC INJECTABLE POLY-L-LACTIC ACID THE NEW AGE OF ANTI-AGE	

OP \$690.00 2502310

Registration Number:	2954262	VISCONTOUR
Registration Number:	0982461	10BENZAGEL
Registration Number:	0995775	5 BENZAGEL
Registration Number:	2162103	BENZAGEL
Registration Number:	2553208	BENZAGEL WASH
Registration Number:	2550460	BENZAGELWASH
Registration Number:	2817597	CLINDA-PAK
Registration Number:	0793936	DERMIK
Registration Number:	3269157	M
Registration Number:	2231536	SHEPARD'S
Registration Number:	0812897	SULFACET-R
Registration Number:	2803690	VANAMIDE
Registration Number:	0736295	VYSTONE
Registration Number:	0941282	ZETAR

CORRESPONDENCE DATA

Fax Number: (202)280-1177
Phone: 904 247 2620
Email: eastdocket@hollymenker.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: James R. Menker, Holley & Menker, P.A.
Address Line 1: P.O. Box 331937
Address Line 4: Atlantic Beach, FLORIDA 32233

ATTORNEY DOCKET NUMBER: 1001.3000

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: James R. Menker

Signature: /JMENKER/

Date: 01/13/2012

Total Attachments: 9
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page1.tif

TRADEMARK
REEL: 004698 FRAME: 0575

source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page2.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page3.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page4.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page5.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page6.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page7.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page8.tif
source=20111216 SANOFI (AVENTIS PHARM et al) ASSIGNMENT TO VIB (US TMS)#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT
(IP PURCHASER)

This Trademark Assignment Agreement (this "Assignment") is made on December 16, 2011 by and among Sanofi, a French corporation with its principal place of business located at 174, avenue de France, 75013 Paris, France ("Seller"), the Affiliates of Seller that are signatories hereto (collectively, the "Seller Affiliates") (the Seller Affiliates, together with Seller, collectively the "Assignors," and each of the Assignors, individually, an "Assignor"), and Valeant International (Barbados) SRL, an international society with restricted liability established under the laws of Barbados ("IP Purchaser" or "Assignee") (each, a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, Seller and IP Purchaser have entered into that certain Asset Purchase Agreement, dated as of July 8, 2011 (as amended from time to time, the "Asset Purchase Agreement"), pursuant to which, among other things, Seller agreed to (and to cause its applicable Relevant Affiliates, including the Seller Affiliates, to) sell, assign, transfer, convey and deliver to IP Purchaser all of Seller's and/or its applicable Relevant Affiliates' right, title and interest to, in and under the IP Purchaser Transferred Assets, as more fully described in the Asset Purchase Agreement, on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, the IP Purchaser Transferred Assets include all right, title and interest of Seller and its Relevant Affiliates in (i) the Transferred Trademarks that are exclusively used in or held for use for the United States (including the Transferred Trademarks set forth on Schedule A hereto) and (ii) the Trademarks included in the Transferred Discontinued Product Assets that are exclusively used in or held for use for the United States (including the Discontinued Product Trademarks set forth on Schedule B hereto), the goodwill symbolized by any of the foregoing and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation or breach of, or conflict with, any of the foregoing (collectively, the "Transferred Trademark Assets");

WHEREAS, Assignee, pursuant to the terms of the Asset Purchase Agreement, is the successor to the portion of the business to which the Transferred Trademark Assets pertain; and

WHEREAS, Assignors and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery to Assignee of the Transferred Trademark Assets.

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title and interest to, in and under the Transferred Trademark Assets, and Assignee hereby purchases, acquires and assumes from

each Assignor such Assignor's right, title and interest to, in and under the Transferred Trademark Assets.

2. Due Authorization. Assignors hereby authorize Assignee or its Relevant Affiliates as the case may be, to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable Governmental Authority or Internet domain name registrar worldwide, to record all Trademark registrations and applications for Trademark registration included in the Transferred Trademark Assets in the name of Assignee and issue any and all Trademark registrations from any and all applications for Trademark registration included in the Transferred Trademark Assets to and in the name of Assignee.

3. No Warranties. Except as expressly provided in the Asset Purchase Agreement or the Ancillary Agreements, Assignors make no warranties, express or implied, with respect to the Transferred Trademark Assets.

4. Further Assurances. Without further consideration (except as expressly provided in the Asset Purchase Agreement), Assignors agree to execute such further documentation and perform such further actions, including without limitation, any actions or documents required by the applicable Governmental Authority or other authority to document, record, or perfect the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Transferred Trademark Assets in Assignee.

5. Amendments; Waiver. This Assignment may only be amended, supplemented or modified and any provision of this Assignment may only be waived, pursuant to a written instrument making specific reference to this Assignment and executed by duly Authorized Persons of the Parties.

6. Entire Agreement. This Assignment, together with the Confidentiality Agreement, dated as of March 23, 2011, as amended from time to time, by and between Seller and an Affiliate of IP Purchaser, the Asset Purchase Agreement and the Ancillary Agreements, constitutes the entire understanding and agreement among the Parties with respect to the matters herein and supersedes any previous agreements, understandings, or statement of intent in each case, written or oral, of every nature between the Parties with respect to those matters. To the extent any provision of this Assignment is inconsistent with the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

7. Governing Law; Dispute Resolution.

a. This Assignment shall be governed in all respects by the Laws of New York, without regard to the principles of conflicts of laws thereof that might mandate the application of the laws of another jurisdiction.

b. All disputes arising under and in connection with this Assignment or the breach, termination or validity thereof shall be finally settled in accordance with Section 11.5 of the Asset Purchase Agreement.

8. Captions. The captions appearing in this Assignment are inserted only as a matter of convenience and as a reference and in no way define, limit or describe the scope or intent of such agreements or any of the provisions thereof.

9. Notices. Any notice or other communication provided for herein (the "Notice") or given hereunder to a Party must be in writing, and sent by email or facsimile transmission (with a confirmation copy by express courier within one (1) Business Day), delivered in person, or sent by a reputable express courier, addressed as follows:

If to Assignee:

Valeant Pharmaceuticals International, Inc.
14 Main Street
Madison, New Jersey 07940
Attention: President
Facsimile: (949) 242-2840

and

Valeant International (Barbados) SRL
Welches Christ Church
Barbados, BB17154
Attention: President
Facsimile: (246) 420-1532

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: Stephen F. Arcano, Esq. and Marie L. Gibson, Esq.
Email: stephen.arcano@skadden.com and marie.gibson@skadden.com
Facsimile: (212) 735-2000

If to any Assignor:

Sanofi
174, Avenue de France
75013 Paris
France
Attention : General Counsel
Email: karen.linehan@sanofi.com
Facsimile: +33 (1) 53.77.43.03

with a copy (which shall not constitute notice) to:

Jones Day
2 rue Saint Florentin
75001 Paris
France
Attention: Gael Saint Olive, Esq.
Email: gsaintolive@jonesday.com
Facsimile: +33 (1) 56.59.39.38

All such Notices shall (a) if delivered by email or facsimile transmission, be deemed given upon electronic confirmation of receipt (provided, that any such delivery of a Notice shall be followed by an overnight delivery of same), (b) if delivered in person, be deemed given upon actual receipt by the Person to receive delivery, and (c) if sent by overnight courier, be deemed given two (2) Business Days following the day sent by express courier. Any Party from time to time may change its address, facsimile number or other information for the purpose of Notices to that Party by giving notice specifying such change to the other Parties; provided that any such Notice delivered after 5:00 p.m. (local time) in the place of receipt or on a day that is not a Business Day will not be deemed given or received until 9:00 a.m. (local time) the next succeeding Business Day.

10. Severability. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, each of which shall remain in full force and effect and the invalidity and unenforceability of this Assignment shall not affect the validity or enforceability in any jurisdiction in which such determination had not been made except to the extent such invalidity or unenforceability causes such agreements to no longer contain all of the material provisions reasonably expected by the Parties to be contained. The Parties, however, agree to substitute any invalid or unenforceable provision by a valid and enforceable provision which maintains, to the fullest extent possible, the respective interests of the Parties as established by the present terms and conditions of the Assignment.

11. Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed in accordance with their specific terms or were otherwise breached, that monetary damages may be inadequate and that a Party may have no adequate remedy at Law. The Parties accordingly agree that subject to Section 7 herein, without the necessity of posting bond or other undertaking, the Parties hereto will be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the terms and provisions of this Assignment in accordance with this Assignment, this being in addition to any other remedy to which such Party is entitled at Law or in equity (including an action in execution of title (*action en passation de titre*) under the laws of Québec, Canada). In the event that a Party seeks in equity to enforce the provisions of this Assignment, no Party will allege, and each Party hereby waives the defense or counterclaim that, there is an adequate remedy at Law.

12. Schedules; Incorporation by Reference. The Schedule attached to this Assignment when executed and/or delivered, is incorporated by reference into and made a part of this Assignment.

13. Counterparts. This Assignment may be executed in any number of counterparts (including by fax and .pdf), each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

SANOVI

By: 

Name: Jose FERRER
Title: Vice President
Head of Legal Operations

AVENTIS PHARMACEUTICALS INC

By: 

Name: Jerome Delpech
Title: Vice President APT

**SANOVI-AVENTIS DEUTSCHLAND
GMBH**


By: 

Name: Jerome Delpech
Title: Vice President APT

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 004698 FRAME: 0582**

**VALEANT INTERNATIONAL
(BARBADOS) SRL**

By: 
Name: Rich Masterson
Title: President and Chief Operating
Officer

SCHEDULE A

TRANSFERRED TRADEMARKS

Trademark Registrations and Applications:

Trademark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
BENZAFLIN	Aventis Pharmaceuticals Inc	U.S.	75/372297	1997-10-14	2502310	2001-10-30
BENZAMYCIN	Aventis Pharmaceuticals Inc	U.S.	73/325276	1981-08-26	1226427	1983-02-08
CARAC	Aventis Pharmaceuticals Inc	U.S.	78/034172	2000-11-07	2701399	2003-03-25
DERMATOP	Sanofi-Aventis Deutschland GmbH	U.S.	73/524718	1985-03-01	1372099	1985-11-26
ERYTHRO-PAK	Aventis Pharmaceuticals Inc	U.S.	74-649866	1995-03-16	1954942	1996-02-06
KLARON	Aventis Pharmaceuticals Inc	U.S.	72/137051	1962-02-01	0735930	1982-08-14
KLARON DESIGN	Aventis Pharmaceuticals Inc	U.S.	75214909	1996-12-18	2202011	1998-11-03
NORITATE	Aventis Pharmaceuticals Inc	U.S.	75/182296	1996-10-16	2213312	1998-12-22
PENLAC	Aventis Pharmaceuticals Inc	U.S.	78/147034	2002-07-24	2740467	2003-07-22
SCULPTRA	Aventis Pharmaceuticals Inc	U.S.	85/106.833	2010-08-13		
SCULPTRA	Aventis Pharmaceuticals Inc	U.S.	78/266887	2003-06-25	3056196	2006-01-31
SCULPTRA AESTHETIC - anti-age for the modern age	Aventis Pharmaceuticals Inc	U.S.	85/214785	2011-01-11		
SCULPTRA AESTHETIC	Aventis Pharmaceuticals Inc	U.S.	77/792544	2009-07-29		
SCULPTRA AESTHETIC INJECTABLE POLY-L-LACTIC ACID THE NEW ANTI-AGE and Design(LOGO)	Aventis Pharmaceuticals Inc	U.S.	77/792997	2009-07-30		
SUCCEEV	Sanofi	U.S.	79-066,056	2009-01-26	3744909 ¹	2010-02-02
VISCONTOUR	Aventis Pharmaceuticals Inc	U.S.	76/538206	2003-08-18	2954262	2005-05-24

Internet Domain Names:

No Internet Domain Names

¹ U.S. Designation of WIPO Reg. No. 995453.

SCHEDULE B

DISCONTINUED PRODUCT TRADEMARKS

Trademark Registrations and Applications:

Trademark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
10 BENZAGEL	Aventis Pharmaceuticals Inc.	U.S.	72/459023	1973-05-31	0982461	1974-04-23
5 BENZAGEL	Aventis Pharmaceuticals Inc.	U.S.	72/459022	1973-05-31	0995775	1974-10-15
BENZAGEL	Aventis Pharmaceuticals Inc.	U.S.	75302823	1997-06-03	2162103	1998-06-02
BENZAGEL WASH	Aventis Pharmaceuticals Inc.	U.S.	75/679151	1999-04-09	2553208	2002-03-26
BENZAGELWASH	Aventis Pharmaceuticals Inc.	U.S.	75/679162	1999-04-09	2550460	2002-03-19
CLINDA-PAK	Aventis Pharmaceuticals Inc.	U.S.	78/249084	2003-05-13	2817597	2004-02-24
DERMIK	Aventis Pharmaceuticals Inc.	U.S.	72/180077	1963-10-30	0793936	1965-08-10
M logo	Aventis Pharmaceuticals Inc.	U.S.	78/474990	2004-08-27	3269157	2007-07-24
SHEPARD'S	Aventis Pharmaceuticals Inc.	U.S.	75/318198	1997-07-01	2231536	1999-03-16
SULFACET-R	Aventis Pharmaceuticals Inc.	U.S.	72-235034	1965-12-16	812897	1966-8-16
VANAMIDE	Aventis Pharmaceuticals Inc.	U.S.	78/144180	2002-07-16	2803690	2004-01-06
VYSTONE	Aventis Pharmaceuticals Inc.	U.S.	137,052	1962-02-01	736295	1962-8-21
ZETAR	Aventis Pharmaceuticals Inc.	U.S.	72/378941	1970-12-17	941282	1972-08-22

Internet Domain Names:

No Internet Domain Names