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OMB Collection 0651-0027 (exp. 03/	31/2012

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

OMB Collection 0651-0027 (exp. 03/31/2012)	Office States Faterit and Tracoman
RECORDATION FOR TRADEMAL	
	e record the attached documents or the new address(es) below.
1. Name of conveying party(ies): Valeant International Bermuda (formerly known as Valeant International (Barbados) SRL); Valeant Laboratories International Bermuda (formerly known as Blovall Laboratories International (Barbados) SRL) Individual(s) Association General Partnership Limited Partnership Corporation- State: Other unlimited liability companies Citizenship (see guidelines)Bermuda Additional names of conveying parties attached? Yes No. 3. Nature of conveyance)/Execution Date(s): Execution Date(s) July 3. 2012 Assignment Merger Security Agreement Change of Name Other Other	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Goldman Sachs Lending Partners LLC Internal Address: Street Address: 200 West Street City: New York State: NY Country: USA Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Souther LLC It assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) 85/440797 C. Identification or Description of Trademark(s) (and Filing)	B, Trademark Registration No.(\$) 2,611,512 Additional sheet(\$) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Michael Violet	6. Total number of applications and registrations involved:
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 4400 Easton Commons Way	Authorized to be charged to deposit account Enclosed
City: Columbus	8. Payment Information:
State: OH Zip: 43219 Phone Number: 614-280-3303 Fax Number: 800-516-6304 Email Address: MICHARL VIOLET@WOLTERSKLUWER.COM	Deposit Account Number Authorized User Name
9. Signature:	7/27/12 Date
Signature Nicole Piazza	Total number of pages including cover 10 sheet, attachments, and document:
Name of Person Signing	SHEET attachteroute and assessment

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A to SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Valeant International Bermuda

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Indicates beneficial and/or record ownership.

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2012 (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, Valeant International (Barbados) SRL is party to a Debenture/Mortgage by Valeant International (Barbados) SRL in favor of the Collateral Agent, dated as of June 29, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Valeant 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 June 29, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Biovail Debenture/Mortgage" and, with the Valeant Debenture/Mortgage, collectively, the "Barbados Debentures/Mortgages") pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Barbados Debentures/Mortgages, Valeant International (Barbados) SRL and Biovail Laboratories International (Barbados) SRL executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of June 29, 2011 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2011, at Reel/Frame 4584/0628;

WHEREAS, Valeant International (Barbados) SRL has been continued under the laws of Bermuda and is now known as Valeant International Bermuda, and Biovail Laboratories International (Barbados) SRL has been continued under the laws of Bermuda and is now known as Valeant Laboratories International Bermuda;

WHEREAS, Valeant International Bermuda is party to a Deed of Charge, dated as of July 3, 2012, by Valeant International Bermuda in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Valeant Deed of Charge") and Valeant Laboratories International Bermuda is party to a Deed of Charge, dated as of July 3, 2012, by Valeant Laboratories International Bermuda in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Valeant Laboratories Deed of Charge" and, with the Valeant Deed of Charge, collectively, the "Bermuda Deeds of Charge");

WHEREAS, each of Valeant International Bermuda and Valeant Laboratories International Bermuda acknowledges, agrees and re-affirms the grant of the security interest in the Trademark Collateral to the Collateral Agent pursuant to the Trademark Security Agreement; and,

WHEREAS, pursuant to the Bermuda Deeds of Charge, the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral 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 Bermuda Deeds of Charge and used herein have the meaning given to them in the Bermuda Deeds of Charge.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. 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 the same may be 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 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, license 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 Excluded Assets, including, without limitation, 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

Each Grantor re-affirms the security interest granted under the Trademark Security Agreement, and acknowledges and agrees that the security interest granted under the Trademark Security Agreement and this Agreement is now governed by the Bermuda Deeds of Charge. 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 Bermuda Deeds of Charge, 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 Bermuda Deeds of Charge, the provisions of the Bermuda Deeds of Charge shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

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 (such as .pdf or .tif) 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.

VALEANT INTERNATIONAL BERMUDA (formerly known as Valeant International (Barbados) SRL)

By:

ame: Peter MeCurd

Title:

Director

VALEANT LABORATORIES INTERNATIONAL BERMUDA (formerly known as Biovail Laboratories International (Barbados) SRL)

Name:

Peter McCurd

rame.

Birector

[Signature Page to Supplemental Trademark Security Agreement (Bermuda Credit Parties)]

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,

as Collateral Agent-

By:

Name: Title:

Douglas Tansey Authorized Signatory

[Signature Page to Supplemental Trademark Security Agreement (Bermuda Credit Parties)]

TRADEMARK REEL: 004840 FRAME: 0267

RECORDED: 07/30/2012