

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/31/2012)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> Valeant International Bermuda (formerly known as Valeant International (Barbados) SRL); Valeant Laboratories International Bermuda (formerly known as Biovall Laboratories International (Barbados) SRL)		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>unlimited liability companies</u>		Name: <u>Goldman Sachs Lending Partners LLC</u> Internal Address: _____ Street Address: <u>200 West Street</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10282</u>	
Citizenship (see guidelines) <u>Bermuda</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>USA - Delaware</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>July 3, 2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) <u>85/440797</u> B. Trademark Registration No.(s) <u>2,611,512</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>800-516-6304</u> Email Address: <u>MICHAEL.VIOLET@WOLTERSKLWUER.COM</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">50</span>	
<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed		<b>8. Payment information:</b> Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b> <u>Nicole Piazza</u> Signature		Date: <u>7/27/12</u> Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">10</span>	
Name of Person Signing: <u>Nicole Piazza</u>			

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**

Country	Trademark	Filing Date	Filing No.	Registration Date	Registration Number	Owner	Status
United States Of America	TESIVEE	10/6/2011	85/440797			Valeant International Bermuda	Pending
United States Of America	VEMRETA	10/6/2011	85/440811			Valeant International Bermuda	Pending
United States Of America	VOLZELO	10/6/2011	85/440845			Valeant International Bermuda	Pending
United States Of America	DESIGN ONLY	6/5/2000	76/062,655	8/27/2002	2,611,512	Valeant International Bermuda	Registered
United States Of America	MAGONATE	6/25/1987	73/668,826	8/16/1988	1,500,126	Valeant International Bermuda	Registered
United States Of America	NEPHROCAPS	7/29/1998	75527291	9/21/1999	2,279,292	Valeant International Bermuda	Registered
United States Of America	OCEAN	4/20/1990	74/050,996	7/30/1991	1,652,123	Valeant International Bermuda	Registered
United States Of America	OCEAN COMPLETE	5/15/2008	77/475,263	12/30/2008	3,553,926	Valeant International Bermuda	Registered
United States Of America	OCEAN FOR KIDS	5/15/2008	77/475,413	12/30/2008	3,553,932	Valeant International Bermuda	Registered
United States Of America	OCEAN GEL	1/15/2008	77/474,894	12/30/2008	3,553,907	Valeant International Bermuda	Registered
United States Of America	OCEAN ULTRA	5/18/2008	77/475,243	12/30/2008	3,553,923	Valeant International Bermuda	Registered

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Indicates beneficial and/or record ownership.

United States Of America	PROBARIMIN QT	5/14/2008	77474,228	3/2/2010	3,755,415	Valeant International Bermuda	Registered
United States Of America	BIAFINE	3/1/1994	74496392	10/3/1995	1923213	Valeant International Bermuda	Registered
United States Of America	BIAFINE	11/19/1997	75392423	8/17/1999	2270330	Valeant International Bermuda	Registered
United States Of America	ERTACZO	5/3/2002	78125990	10/12/2004	2893833	Valeant International Bermuda	Registered
United States Of America	GRIFULVIN	12/10/1958	72064003	6/9/1959	0679911	Valeant International Bermuda	Registered
United States Of America	GRIFULVIN V	9/13/1961	72127782	9/11/1962	0737434	Valeant International Bermuda	Registered
United States Of America	MICRO	9/7/2006	78969172	4/14/2009	3606142	Valeant International Bermuda	Registered
United States Of America	ORTHO DERMATOLOGICS	5/13/2008	77982231	9/6/2011	4023518	Valeant International Bermuda	Registered
United States Of America	RENOVA	7/5/1990	74075658	6/20/1995	1901121	Valeant International Bermuda	Registered
United States Of America	RENOVA	7/5/1994	74545921	12/3/1996	2021213	Valeant International Bermuda	Registered
United States Of America	RENOVA LABEL DESIGN	6/13/1996	75118680	4/22/1997	2055366	Valeant International Bermuda	Registered
United States Of America	RETIN A	5/2/1969	72326238	10/5/1971	0921425	Valeant International Bermuda	Registered
United States Of America	RETIN-A MICRO	2/26/1996	75062944	10/21/1997	2107822	Valeant International Bermuda	Registered
United States Of America	RETIN-A MICRO PACKAGE DESIGN	6/24/1996	75124887	1/20/1998	2131248	Valeant International Bermuda	Registered
United States Of America	BENZACLIN	10/14/1997	75372297	10/30/2001	2502310	Valeant International Bermuda	Registered
United States Of America	BENZAMYCIN	1/17/2012	73325276	2/8/1983	1226427	Valeant International Bermuda	Registered
United States Of America	CARAC	11/7/2000	78034172	3/25/2003	2701399	Valeant International Bermuda	Registered
United States Of America	DERMATOP	3/1/1995	73524718	11/26/1985	1372099	Valeant International Bermuda	Registered
United States Of America	ERYTHRO-PAK	3/16/1995	74-649866	2/6/1996	1954942	Valeant International Bermuda	Registered

United States Of America	KLARON	2/1/1962	72/137051				Valeant International Bermuda	Registered
United States Of America	KLARON DESIGN	12/18/1996	75214909	11/3/1998	2202011		Valeant International Bermuda	Registered
United States Of America	NORITATE	10/16/1996	75/182296	12/22/1998	2213312		Valeant International Bermuda	Registered
United States Of America	PENLAC	7/24/2002	78/147034				Valeant International Bermuda	Registered
United States Of America	SCULPTRA	6/25/2003	78/266887	1/31/2006	3056196		Valeant International Bermuda	Registered
United States Of America	SUCCEEV	1/26/2009	79-066,056	2/2/2010	3744909		Valeant International Bermuda	Registered
United States Of America	VISCONTOUR	8/18/2003	76/538206	5/24/2005	2954262		Valeant International Bermuda	Registered
United States Of America	10BENZAGEL	5/31/1973	72/459023	4/23/1974	0982461		Valeant International Bermuda	Registered
United States Of America	5BENZAGEL	5/31/1973	72/459022	10/15/1974	0995775		Valeant International Bermuda	Registered
United States Of America	BENZAGEL	1/30/2012	75302823	6/2/1998	2162103		Valeant International Bermuda	Registered
United States Of America	BENZAGEL WASH	4/9/1999	75/679151	3/26/2002	2533208		Valeant International Bermuda	Registered
United States Of America	BENZAGEL WASH	4/9/1999	75/679162	3/19/2002	2550460		Valeant International Bermuda	Registered
United States Of America	CLINDA-PAK	5/13/2003	78/249084	2/24/2004	2817597		Valeant International Bermuda	Registered
United States Of America	DERMIK	10/30/1963	72/180077	8/10/1965	0793936		Valeant International Bermuda	Registered
United States Of America	M	8/27/2004	78/474990	7/24/2007	3269157		Valeant International Bermuda	Registered
United States Of America	SHEPARD'S	7/1/1997	75/318198	3/16/1999	2231536		Valeant International Bermuda	Registered
United States Of America	SULFACET-R	12/16/1965	72-235034	8/16/1966	812897		Valeant International Bermuda	Registered
United States Of America	VANAMIDE	7/16/2002	78/144180	1/6/2004	2803690		Valeant International Bermuda	Registered
United States Of America	VYTONE	2/1/1962	137,052	8/21/1962	756295		Valeant International Bermuda	Registered

United States Of America	ZETAR	12/17/1970	72/378941	8/22/1972	941282	Valeant International Bermuda	Registered
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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 origi-  
nal, 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]

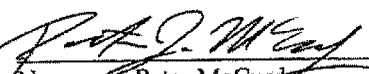


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

By:   
Name: Peter McCurdy  
Title: Director

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

By:   
Name: Peter McCurdy  
Title: Director

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

Accepted and Agreed:  
**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By: 

Name: **Douglas Tansey**  
Title: **Authorized Signatory**

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