

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VALEANT INTERNATIONAL BERMUDA		07/03/2012	Unlimited Liability Company: BERMUDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Valeant Pharmaceuticals International, Inc.
<b>Street Address:</b>	7150 MISSISSAUGA ROAD
<b>City:</b>	MISSISSAUGA, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L5N 5M8
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2279292	NEPHROCAPS
Registration Number:	3755415	PROBARIMIN QT
Registration Number:	0679911	GRIFULVIN
Registration Number:	3553907	OCEAN GEL
Registration Number:	3553923	OCEAN ULTRA
Registration Number:	2893833	ERTACZO
Registration Number:	1500126	MAGONATE
Registration Number:	0737434	GRIFULVIN V
Registration Number:	2611512	
Registration Number:	3553932	OCEAN FOR KIDS
Registration Number:	1652123	OCEAN
Registration Number:	3553926	OCEAN COMPLETE

**CORRESPONDENCE DATA**

OP \$315.00 2279292

Fax Number: 2022801177  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 904 247-2620  
Email: eastdocket@holleymenker.com  
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
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**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER:	James R. Menker
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Signature:	/jmenker/
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Date:	08/15/2012
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Total Attachments: 5  
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## TRADEMARK AND TRADENAME ASSIGNMENT

Dated: July 3, 2012

THIS TRADEMARK AND TRADENAME ASSIGNMENT (this "Assignment"), effective as of this July 3, 2012 ("Effective Date") is made by Valeant International Bermuda, an unlimited liability company governed by the laws of Bermuda ("Assignor") and Valeant Pharmaceuticals International, Inc., a corporation continued under the federal laws of Canada ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of July 3, 2012 (the "Asset Purchase Agreement");

WHEREAS, Assignor desires to sell, convey, assign and transfer to Assignee all of its rights, titles, and interests in, to and under the registrations and registration applications for and rights relating to, the trademarks and tradenames listed on **Schedule A** (the "Marks"), subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, Assignee desires to purchase, acquire and accept from Assignor all of Assignor's rights, titles, and interests in, to and under the Marks, subject to the terms and conditions of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor's rights, titles, and interests in, to and under the Marks. Assignor further assigns to Assignee all right to sue for any past, present, or future infringement of the Marks, and to receive and recover damages and profits therefrom.

Assignor hereby authorizes Assignee to request, and hereby requests, the applicable registrar of trademarks to record all of the Marks in the name of Assignee and issue any and all trademark registrations from any and all applications for trademark registration included in the Marks in the name of Assignee.

For no further consideration, Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may be reasonably required to have the Marks properly and duly registered with the applicable intellectual property office. Assignee agrees that, following the Effective Date, it shall promptly prepare any such additional instruments or documents necessary to assign, convey or transfer the Marks.

In addition, Assignor will, at any time and from time to time, upon request of Assignee and at Assignee's sole expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be reasonably required for the assigning, assuring and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Marks, and that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Marks, and for perfection, recording, or maintaining the title of Assignee, its successors and assigns, of the Marks.

The parties hereto acknowledge and agree that the foregoing sale, assignment, conveyance and transfer of the Marks is subject to, and shall include, the continuing security interest in such Marks granted by Seller to Goldman Sachs Lending Partners LLC pursuant to the Trademark Security Agreement, dated as of June 29, 2011 (as such agreement may be amended or supplemented from time to time), and that Purchaser shall succeed to, and shall take assignment of, all rights and obligations of Seller under said security agreement with respect to such Marks.

This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

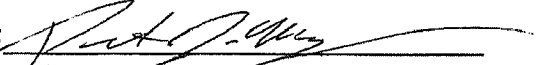
This Assignment shall be deemed to have been made in the State of New York and its form, execution, validity, construction and effect will be determined in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party, it being understood that both parties need not sign the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHERE OF, the undersigned have caused this Assignment to be executed and delivered by its duly authorized representatives as of the Effective Date.

**Valeant International Bermuda**

By:   
Name: Peter McCurdy  
Title: Director and President and Assistant Secretary

**Valeant Pharmaceuticals International, Inc.**

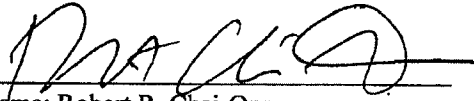
By: \_\_\_\_\_  
Name: Robert R. Chai-Onn  
Title: Executive Vice President, General  
Counsel and Corporate Secretary

**IN WITNESS WHERE OF**, the undersigned have caused this Assignment to be executed and delivered by its duly authorized representatives as of the Effective Date.

**Valeant International Bermuda**

By: \_\_\_\_\_  
Name: Peter McCurdy  
Title: Director and President and Assistant Secretary

**Valeant Pharmaceuticals International, Inc.**

By:   
Name: Robert R. Chai-Onn  
Title: Executive Vice President, General  
Counsel and Corporate Secretary

**Schedule A**

Case Reference	Trademark	Country (Wording)	Classes	Registered Owners (List)	Filing	Number	Registration	Registration Number	Current Status
T163-US-NF	NEPHROCAPS	United States Of America		Valeant International (Barbados) SRL	29 Jul 1998	75527291	21 Sep 1999	2,279,292	Registration
T169-US-NF	PROBARIMIN QT	United States Of America	05	Valeant International (Barbados) SRL	14 May 2008	77474,228	02 Mar 2010	3,755,415	Registration
T174-US-NF	GRIFULVIN	United States Of America	05	Valeant International (Barbados) SRL	10 Dec 1958	72064003	09 Jun 1959	0679911	Registration
T164-GB-NF	OCEAN	United Kingdom	05	Valeant International (Barbados) SRL	23 Sep 1997	2146202	18 Feb 2000	2146202	Registration
T167-US-NF	OCEAN GEL	United States Of America	05	Valeant International (Barbados) SRL	15 Jan 2008	77474,894	30 Dec 2008	3,553,907	Registration
T168-US-NF	OCEAN ULTRA	United States Of America	05	Valeant International (Barbados) SRL	18 May 2008	77475,243	30 Dec 2008	3,553,923	Registration
T173-US-NF	ERTACZO	United States Of America	05	Valeant International (Barbados) SRL	03 May 2002	78125990	12 Oct 2004	2893833	Registration
T162-US-NF	MAGONATE	United States Of America		Valeant International (Barbados) SRL	25 Jun 1987	73668,826	16 Aug 1988	1,500,126	Registration
T175-US-NF	GRIFULVIN V	United States Of America	05	Valeant International (Barbados) SRL	13 Sep 1961	72127782	11 Sep 1962	0737434	Registration
T161-US-NF	DESIGN ONLY	United States Of America		Valeant International (Barbados) SRL	05 Jun 2000	76062,655	27 Aug 2002	2,611,512	Registration
T166-US-NF	OCEAN FOR KIDS	United States Of America	05	Valeant International (Barbados) SRL	15 May 2008	77475,413	30 Dec 2008	3,553,932	Registration
T164-US-NF	OCEAN	United States Of America	05	Valeant International (Barbados) SRL	20 Apr 1990	74050,996	30 Jul 1991	1,652,123	Registration
T165-US-NF	OCEAN COMPLETE	United States Of America	05	Valeant International (Barbados) SRL	15 May 2008	77475,263	30 Dec 2008	3,553,926	Registration