

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
QLT Inc.		09/24/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Valeant Pharmaceuticals International, Inc.
Street Address:	4787 Levy Street
City:	Montreal
State/Country:	QUEBEC
Postal Code:	H4R 2P9
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85530275	QCELLUS

**CORRESPONDENCE DATA**

Fax Number: 5123225201  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 512-322-5200  
 Email: tmcentral@pirkeybarber.com  
 Correspondent Name: PIRKEY BARBER PLLC  
 Address Line 1: 600 Congress Avenue  
 Address Line 2: Suite 2120  
 Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	VPQL002
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

OP \$40.00 85530275

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Ruth Przygoda

Signature:

/ruth przygoda/

Date:

02/15/2013

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of September 24, 2012 by and among Valeant Pharmaceuticals International, Inc., a corporation organized under the laws of Canada ("Purchaser"), QLT Inc., a corporation organized under the laws of British Columbia ("QLTI"), and QLT Ophthalmics, Inc., a Delaware corporation ("QOI"), and with QLTI, each a "Seller" or collectively, "Sellers") (Purchaser and Sellers, each a "Party" and collectively, the "Parties").

WHEREAS, the Parties are parties to an Asset Purchase Agreement (the "Agreement") pursuant to which, among other things, Sellers have agreed to, and cause one or more of their Affiliates to, sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and acquire from Sellers or any of their Affiliates, all of Sellers' and each of their Affiliates' right, title and interest in and to the Transferred Marks and the Marks included in Other PDT Intellectual Property, including, without limitation, the Marks set forth on Schedule A hereto (collectively, the "Assigned Marks");

WHEREAS, in accordance with, and subject to, the terms and conditions of the Agreement, the Parties wish to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in the Agreement, and of other good and valuable consideration, the receipt and legal sufficiency of which the Parties hereby acknowledge, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, shall have the respective meaning ascribed to such terms in the Agreement.
2. Assignment. Sellers hereby irrevocably sell, convey, assign, transfer and deliver, and cause their Affiliates to sell, convey, assign, transfer and deliver, to Purchaser all of Sellers' and each of their Affiliates' right, title and interest in and to the Assigned Marks, including, without limitation, all goodwill symbolized thereby and the right to sue for all past, present and future infringement and dilution and to settle and retain proceeds from any such actions.
3. Recording the Assignment. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office to record this Assignment.
4. Entire Agreement. This Assignment, together with the Agreement and the Ancillary Agreements, contains the entire agreement among the Parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Nothing herein contained shall itself change, amend, extend, or alter (nor shall it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under the

Agreement. In the event of any conflict or other difference between the Agreement and this Assignment, the provisions of the Agreement shall control.

5. Governing Law; Jurisdiction; No Jury Trial.

(a) The interpretation and construction of this Assignment, and all matters relating hereto, shall be governed by the Laws of the State of New York, without regard to the choice of Law principles thereof.

(b) Each Party consents to the non-exclusive jurisdiction of the Federal and State courts located in New York City, New York for any action to compel arbitration, in aid of arbitration or to maintain the status quo or prevent irreparable harm prior to the appointment of the Arbitrator, and to the non-exclusive jurisdiction of such courts for enforcement of any arbitral award rendered in accordance with Section 10.11 of the Agreement. Each of the Parties (i) consents to the jurisdiction of each such court in any such suit, action or proceeding, (ii) waives any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court and (iii) agrees that service of any court paper may be made in such manner as may be provided under applicable Laws or court rules governing service of process as well as in the manner provided for the giving of notices in Section 10.1 of the Agreement.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH ACTION PERMITTED HEREUNDER.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and which 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 and delivered to the other Parties, it being understood that both Parties need not sign the same counterpart. Signatures delivered in accordance with Section 10.1 of the Agreement shall be binding for all purposes hereof.

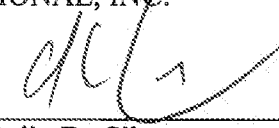
7. Notice. Any notice given pursuant to this Assignment shall be given in the same manner as stated in Section 10.1 of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

**PURCHASER:**

VALEANT PHARMACEUTICALS  
INTERNATIONAL, INC.

By   
Name: Rajiv De Silva  
Title: President and Chief Operating Officer

**SELLERS:**

QLT INC.

By \_\_\_\_\_  
Name:  
Title:

QLT OPHTHALMICS, INC.

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

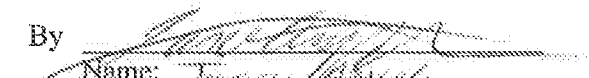
**PURCHASER:**

VALEANT PHARMACEUTICALS  
INTERNATIONAL, INC.

By \_\_\_\_\_  
Name:  
Title:

**SELLERS:**

QLT INC.

By   
Name: *Jay M. Byler*  
Title: *Chairman*

QLT OPHTHALMICS, INC.

By \_\_\_\_\_  
Name:  
Title:

[Trademark Assignment Agreement]

IN WITNESS WHEREOF, Purchaser and Sellers have caused this Assignment to be signed by their respective officers thereunto duly authorized as of the date first written above.

**PURCHASER:**

VALEANT PHARMACEUTICALS  
INTERNATIONAL, INC.

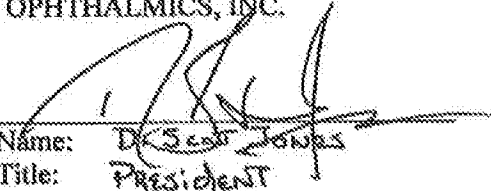
By \_\_\_\_\_  
Name:  
Title:

**SELLERS:**

QLT INC.

By \_\_\_\_\_  
Name:  
Title:

QLT OPHTHALMICS, INC.

By   
Name: DK Sesh Jones  
Title: President

[Trademark Assignment Agreement]

SCHEDULE A

1. Transferred Marks held by QOI:

None.

2. Transferred Marks held by QLTI:

QLT Ref. No.	Mark	Country	Filing No.	Appn Date	Registration No.	Owner	Status
27301-24026.00	Qcellus (word mark)	United States	85/530,275	1/31/2012	-	QLT Inc.	Allowed
27301-24026.01	Qcellus (word mark)	Canada	1563498	2/9/2012	-	QLT Inc.	Pending

2136767.3

[Trademark Assignment Agreement]