

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
Eisai Inc.		02/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2464596	TARGRETIN
Registration Number:	2149626	TARGRETIN
Registration Number:	2464599	

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:	VPAI003/EISAI-VPII
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DOMESTIC REPRESENTATIVE

OP \$90.00 2464596

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

NAME OF SUBMITTER:	Ruth Przygoda
Signature:	/ruth przygoda/
Date:	04/09/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of February 20, 2013 by and between Eisai Inc., a Delaware corporation (“**Seller**”), and Valeant Pharmaceuticals International, Inc., a Canadian corporation (“**Buyer**”). Seller and Buyer may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Seller is the owner of the Trademarks listed on Schedule A attached hereto and made a part hereof in the Buyer Territory (collectively referred to herein as the “**Purchased Trademarks**”);

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of February 5, 2013, as amended (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer wishes to acquire from Seller, and Seller wish to transfer to Buyer, the Purchased Trademarks and the goodwill associated with such Purchased Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer all of Seller’s right, title and interest in and to the Purchased Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks in their respective jurisdictions, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks in their respective jurisdictions against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks in their respective territories, and all goodwill of the business associated with and symbolized by the Purchased Trademarks in their respective jurisdictions, and Buyer hereby purchases, takes delivery of and acquires such Purchased Trademarks and accepts such sale, transfer, conveyance, assignment and delivery.

3. **Recordation.** Seller hereby authorizes Buyer to record this Assignment with the United States Patent and Trademark Office so that. All costs and expenses associated with the conveyance of the Purchased Trademarks shall be borne solely by Buyer.

4. **Further Assurances.** Each of Seller and Buyer shall, at any time or from time to time, at the request and expense of the other, execute and deliver to the other all such instruments

and documents or further assurances as the other may reasonably request in order to carry out and fulfill the purposes and intent of this Assignment.

5. Miscellaneous.

(a) This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.

(b) This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties. Any term or condition of this Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

(c) Except as otherwise specified herein, each Party shall bear any costs and expenses incurred by it with respect to the transactions contemplated herein.

(d) If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

(e) This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

(f) This Assignment, together with the Schedules expressly contemplated hereby and attached hereto, the Asset Purchase Agreement, the other Ancillary Agreements, the Confidentiality Agreement and the other agreements, certificates and documents expressly contemplated thereby and delivered in connection therewith contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, understandings, promises and representations, whether written or oral, among the Parties with respect to the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

Eisai Inc.

By: 

Name: ~~Kennel Coats~~

Vincent P. Andrews

Title: ~~President and CEO~~

Associate General Counsel

Valeant Pharmaceuticals International, Inc.

By: _____

Name: J. Michael Pearson

Title: Chairman and CEO

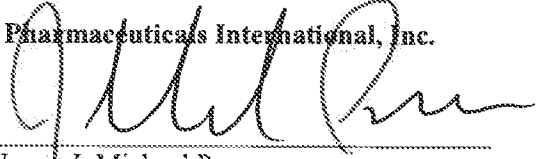
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005001 FRAME: 0376

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

Eisai Inc.

By: _____
Name: Lonnel Coats
Title: President and CEO

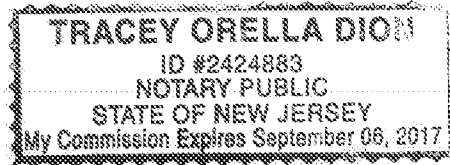
Valeant Pharmaceuticals International, Inc.

By: _____
Name: J. Michael Pearson
Title: Chairman and CEO

[Signature Page to Trademark Assignment]

STATE OF New Jersey }
 } ss
COUNTY OF Bergen }

On this 20 day of February, 2013, before me personally appeared Vincent Andrews, to me personally known, who, being duly sworn, did say that he/she is the Associate General Counsel of EISAI INC. and that he/she duly executed the foregoing instrument for and on behalf of EISAI INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Tracey Orella - Dion
Notary Public



STATE OF _____ }
 } ss
COUNTY OF _____ }

On this ___ day of _____, 2013, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of Valeant Pharmaceuticals International, Inc. and that he/she duly executed the foregoing instrument for and on behalf of Valeant Pharmaceuticals International, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public

[Notary to Trademark Assignment]

STATE OF _____ }
 } ss
COUNTY OF _____ }

On this ____ day of _____, 2013, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of EISAI INC. and that he/she duly executed the foregoing instrument for and on behalf of EISAI INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

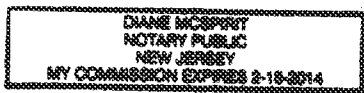
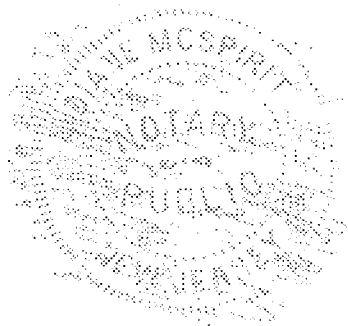
Notary Public

STATE OF NEW JERSEY }
 } ss
COUNTY OF SOMERSET }

On this 19th day of February, 2013, before me personally appeared J. Michael Pearson, to me personally known, who, being duly sworn, did say that he/~~she~~ is the Chairman and CEO of Valeant Pharmaceuticals International, Inc. and that he/~~she~~ duly executed the foregoing instrument for and on behalf of Valeant Pharmaceuticals International, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.



Notary Public



[Notary to Trademark Assignment]

SCHEDULE A

Purchased Trademarks

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
TARGRETIN and design	2464596	June 26, 2001



Mark	Reg. No.	Reg. Date
TARGRETIN	2149626	April 7, 1998

Mark	Reg. No.	Reg. Date
DESIGN (Targretin Logo)	2,464,599	June 26, 2001



U.S. Customs and Border Protection Recordations

Mark	USPTO Reg. No.	CBP Recordation No.
TARGRETIN	2149626	TMK 12-01100