

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM311762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Specified Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Lending Partners LLC		07/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valeant International Bermuda		
<b>Street Address:</b>	2 Church Street		
<b>Internal Address:</b>	Clarendon House		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	BERMUDA		
<b>Postal Code:</b>	HM11		
<b>Entity Type:</b>	Exempted Unlimited Liability Company: BERMUDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3056196	SCULPTRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	andrew.patrick@skadden.com		
<b>Correspondent Name:</b>	Skadden Arps Slate Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Rebecca Rodal, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	053470/61		
<b>NAME OF SUBMITTER:</b>	Rebecca Rodal		
<b>SIGNATURE:</b>	/rebecca rodal/		
<b>DATE SIGNED:</b>	07/24/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK



## **RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) is entered into as of July 10, 2014 by Goldman Sachs Lending Partners LLC, with offices located at 200 West Street, New York, New York 10282, as Collateral Agent for the Secured Parties (the “Assignor”), in favor of Valeant International Bermuda, an exempted unlimited liability company incorporated under the laws of Bermuda, with a registered office located at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda (the “Assignee”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Debenture/Mortgage or Trademark Security Agreement (each as defined below), as applicable.

**WHEREAS**, reference is made to (i) that certain Debenture/Mortgage, dated as of June 29, 2011, by the Assignee (as a continuation under the laws of Bermuda of Valeant International (Barbados) SRL) in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Debenture/Mortgage”) (ii) that certain Supplemental Trademark Security Agreement, dated as of July 3, 2012 (the “Trademark Security Agreement”) between the Assignor, the Assignee and Biovail Laboratories International (Barbados) SRL, and (iii) that certain Deed of Charge, dated as of July 3, 2012 (the “Deed of Charge” and together with the Debenture/Mortgage and the Trademark Security Agreement, the “Security Documents”) between the Assignor and the Assignee.

**WHEREAS**, pursuant to the terms and conditions of the Security Documents, the Assignee granted to the Assignor, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Assignee’s right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Assignee or in which the Assignee then had or thereafter acquired 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 to the Trademark Security Agreement, (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 or the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 30, 2012 at Reel 4840, Frame 0258;

**WHEREAS**, pursuant to that certain Officer's Certificate dated as of July 10, 2014 (the "Certificate"), VPPII certified to the Assignor that the Assignee is selling the trademark set forth on Schedule I hereto (the "Specified Trademarks"), which sale has been consummated by the Assignee and the purchaser as of the date hereof, as provided in the Certificate; and

**WHEREAS**, the Assignor, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to terminate and release its security interest solely in the Specified Trademarks and Specified Trademark Collateral (as defined below) related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under (i) the Specified Trademarks, (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 or the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (but excluding, for the avoidance of doubt, Proceeds from the sale by the Assignee of the Specified Trademarks as referenced in the Certificate), and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Specified Trademark Collateral").

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office.

The Assignor shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, and at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

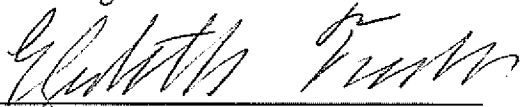
For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Trademark Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all of the Assignee's right, title and interest in, to and under all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Security Documents shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE 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.**

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

GOLDMAN SACHS LENDING  
PARTNERS LLC,  
as Collateral Agent

By: 

Name:

Title:

Elizabeth Fischer  
Authorized Signatory

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS**

Specified Trademarks

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
SCULPTRA	3,056,196	01/31/2006	Valeant International Bermuda

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
SCULPTRA AESTHETIC	4388354	8/20/2013	Valeant International Bermuda
SCULPTRA AESTHETIC INJECTABLE POLY-L-LACTIC ACID ANTI-AGE FOR THE MODERN AGE (Logo)	4403702	9/17/2013	Valeant International Bermuda
SCULPTRA AESTHETIC INJECTABLE POLY-L-LACTIC ACID STIMULATES COLLAGEN FOR A NATURAL LOOK (Logo)	4479870	2/11/2014	Valeant International Bermuda
SCULPTRA AESTHETIC INJECTABLE POLY-L-LACTIC ACID STIMULATES COLLAGEN FOR A NATURAL LOOK	4479870	2/11/2014	Valeant International Bermuda