

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315157

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valeant Pharmaceuticals North America LLC		08/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sebela International 3 Limited		
<b>Street Address:</b>	21 Laffan Street		
<b>Internal Address:</b>	H.P. House		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	BERMUDA		
<b>Postal Code:</b>	HM09		
<b>Entity Type:</b>	Limited Company: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1552470	MOTOFEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045412905		
<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>	404-541-2900		
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	Ashish D. Patel		
<b>Address Line 1:</b>	10050 Innovation Drive		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Dayton, OHIO 45342-4934		
<b>NAME OF SUBMITTER:</b>	Ashish D. Patel		
<b>SIGNATURE:</b>	/Ashish D. Patel/		
<b>DATE SIGNED:</b>	08/26/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*"), dated as of August 12, 2014 (the "*Effective Date*"), is made by Valeant Pharmaceuticals North America LLC, a limited liability company governed by the laws of Delaware ("*Assignor*"), to Sebela International 3 Limited, governed by the laws of Ireland ("*Assignee*"). Capitalized terms used herein and not otherwise defined herein shall have their respective meanings set forth in the Agreement (as defined below).

WHEREAS, the Parties have entered into the Agreement dated as of even date herewith with respect to Assignee's purchase of certain of Assignor's assets (collectively, as set forth therein, the "*Purchased Assets*"), pursuant to which Assignee is acquiring the business to which use of the Trademarks in the Territory pertains;

WHEREAS, Assignor is the owner of the trademarks, and all registrations and applications therefor pending or subsisting in the Territory, specified in Schedule A attached, ("*Trademarks*");

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks in the Territory; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks in the Territory;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. **Assignment and Transfer.** Assignor (as their respective interests may appear) hereby assigns to Assignee all rights, title and interests in and to the Trademarks in the Territory, together with (i) the registrations of the Trademarks in the Territory and all renewals and extensions of the foregoing, and (ii) the goodwill of the business symbolized by and associated with the Trademarks and such registrations in the Territory. This assignment includes an assignment of all rights to (a) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks in the Territory, the registrations thereof or the goodwill symbolized by or associated with the Trademarks or such registrations in the Territory, (b) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademarks and (c) to collect any income, royalties, proceeds and payments arising after the Effective Time by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. **Miscellaneous.**

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further

documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Trademarks in the Territory, to the fullest extent possible.

b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

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

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by a duly authorized officer, as of the Effective Date.

**ASSIGNOR:**

VALEANT PHARMACEUTICALS NORTH AMERICA  
LLC

By: 

Name: Lazar Koramiss

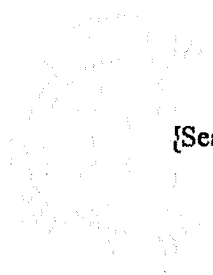
Title: EVP

Reviewed  
  
by Legal

*[Signature Page to Trademark Assignment]*

STATE OF New Jersey )  
 ) ss.  
COUNTY OF Somerset )

On this the 12 day of August 2014, before me appeared Loizer Kornuysser, the person who signed this instrument, who acknowledged that he is the EVP of Assignor and that being duly authorized he signed such instrument as a free act on behalf of said corporation.



{Seal}

Laura S.G. Smith  
Notary Public

My commission expires:

**LAURA S.G. SMITH**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires February 2, 2017

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Number</b>
Motofen IC 005. US 018. G & S: PHARMACEUTICAL COMPOSITION FOR THE TREATMENT OF DIARRHEA. FIRST USE: 19880816	Valeant Pharmaceuticals North America LLC	United States	Registration Date: August 2, 1989 No. 1552470