

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valeant International Bermuda		07/10/2014	unlimited liability company: BERMUDA
RECEIVING PARTY DATA			
Name:	Galderma S.A.		
Street Address:	305 BROADWAY		
Internal Address:	FL 7		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	societe anonyme: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85798106	SCULPTRA AESTHETIC INJECTABLE POLY-L-LAC	
Serial Number:	85214785	SCULPTRA AESTHETIC INJECTABLE POLY-L-LAC	
Serial Number:	77792544	SCULPTRA AESTHETIC	
CORRESPONDENCE DATA			
Fax Number:	6463495567		
<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>			
Phone:	9177799967		
Email:	mlombard@lgrademark.com		
Correspondent Name:	G MATHEW LOMBARD		
Address Line 1:	305 BROADWAY		
Address Line 2:	FL 7		
Address Line 4:	NEW YORK, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	102.0009		
NAME OF SUBMITTER:	G. Mathew Lombard		
SIGNATURE:	/g mathew lombard/		
DATE SIGNED:	01/08/2015		
Total Attachments: 16			

OP \$90.00 85798106

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), is made as of July 10, 2014 (the “**Effective Date**”), by and among Medicis Pharmaceutical Corporation, a corporation organized and existing under the laws of the state of Delaware, Valeant Pharmaceuticals North America LLC, a limited liability company organized and existing under the laws of the state of Delaware, Valeant International Bermuda, a corporation organized and existing under the laws of Bermuda, Valeant Pharmaceuticals International, Inc., a corporation continued under the laws of the province of British Columbia, and Valeant Pharmaceuticals International, a corporation organized under the laws of the state of Delaware (each of the foregoing, an “**Assignor**” and, collectively, the “**Assignors**”), and Galderma, S.A., a corporation organized and existing under the laws of Switzerland (“**Galderma**” or “**Assignee**”).

WHEREAS, the Sellers and Nestlé S.A. have entered into that certain Asset Purchase Agreement, dated as of May 27, 2014 (the “**Purchase Agreement**”), pursuant to which Sellers agreed, on behalf of themselves and their Affiliates, to sell, convey, assign, transfer and deliver to Nestlé S.A. (or one or more of its Affiliates) all of their rights, title and interest in and to the Acquired Intellectual Property Rights (as defined in the Purchase Agreement), including, without limitation, the Intellectual Property (as defined in the Purchase Agreement) set forth on Schedule A hereto (the “**Scheduled Intellectual Property Rights**”);

WHEREAS, Nestlé S.A. has assigned all of its rights and obligations under the Asset Purchase Agreement to Galderma; and

WHEREAS, this Assignment is being entered into in connection with the Closing of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the Purchase Agreement.
2. Effective as of the Closing, subject to the terms and limitations set forth in the Purchase Agreement, each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts from each Assignor, all of such Assignor’s right, title and interest throughout the world in and to the Acquired Intellectual Property Rights, including, without limitation, the Scheduled Intellectual Property Rights, together with all international, regional, federal, state, local, statutory and common law and other rights therein and the goodwill connected with the use thereof and symbolized thereby, including, without limitation, all rights to (i) enforce, and bring actions for all past, present and future infringement or violation of the Acquired Intellectual Property Rights, seek damages, profits, injunctive relief, costs, and other remedies on account thereof, and to settle, and collect and retain the proceeds therefrom, (ii) collect royalties and other payments under or on account of any of the Acquired Intellectual Property Rights, and (iii) apply for, file, register, maintain, extend, or renew same,

and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to it by Law, treaty or other international convention; and to transfer same and grant licenses and other rights with respect thereto.

3. Each Assignor and Assignee hereby agree to execute such other documents (including any documents required to record the assignments effected herein with the Intellectual Property registries in the jurisdictions in which any Acquired Intellectual Property Rights are registered) and perform such further acts as may be reasonably required or advisable to carry out or confirm the provisions hereof and the transactions contemplated hereby.

4. The Assignors and Galderma acknowledge that Schedule 1.1(b) of the Seller Disclosure Letter mistakenly includes and omits certain Intellectual Property, and thus, the Assignors and Galderma hereby agree that the attached Schedule A replaces and supersedes in its entirety Schedule 1.1(b) of the Seller Disclosure Letter, effective as of the date of the Purchase Agreement.

5. Except as set forth in Section 4, (i) nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations set forth in the Purchase Agreement, and (ii) to the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern. For the avoidance of doubt, any controversy or claim arising under this Assignment shall be governed solely by, and subject to the terms of, the Purchase Agreement.

6. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Purchase Agreement and the laws of the State of New York, without giving effect to choice of law rules.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**MEDICIS PHARMACEUTICAL
CORPORATION**

By: 
Name: Laizer D. Kornwasser
Title: Executive Vice President

**VALEANT PHARMACEUTICALS
NORTH AMERICA LLC**

By: 
Name: Laizer D. Kornwasser
Title: Executive Vice President

**VALEANT PHARMACEUTICAL
INTERNATIONAL, INC.**

By: 
Name: Laizer D. Kornwasser
Title: Executive Vice President,
Company Group Chairman

**VALEANT INTERNATIONAL
BERMUDA**

By: _____
Name: Graham Jackson
Title: Director

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**MEDICIS PHARMACEUTICAL
CORPORATION**

By: _____
Name: Laizer D. Kornwasser
Title: Executive Vice President

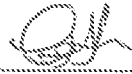
**VALEANT PHARMACEUTICALS
NORTH AMERICA LLC**

By: _____
Name: Laizer D. Kornwasser
Title: Executive Vice President

**VALEANT PHARMACEUTICAL
INTERNATIONAL, INC.**

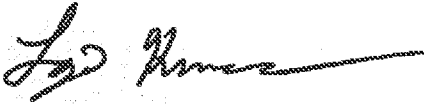
By: _____
Name: Laizer D. Kornwasser
Title: Executive Vice President,
Company Group Chairman

**VALEANT INTERNATIONAL
BERMUDA**

By:  _____
Name: Graham Jackson
Title: Director

{Signature Page to Intellectual Property Assignment Agreement}

VALEANT PHARMACEUTICALS
INTERNATIONAL

By: 
Name: Laizer D. Kornwasser
Title: Executive Vice President

[Signature Page to Intellectual Property Assignment Agreement]

GALDERMA S.A.

By: 

Name: Humberto C. Antunes

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005436 FRAME: 0655

Schedule A

See attached.

July 1, 2014

Granted Patents

Division: REST RSTYLANE

Docket Number	Country	Division	Patent Number	Application Number	Issue Date	Filing Date	Status	Expiration Date	Publication Date	Owner Code	Title
FLR03.P20070802A	United States	RESTYLANE	8455459		4-Jun-2013		Granted	11-Jan-2031		MRX - Medics Pharmaceutical Corporation (Security Agreement to Goldman Sachs 4/24/2013) - Verified w/USPTO website	Method of Applying an Injectable Filler
FLR03.P20070802A	United States	RESTYLANE		13/907,229		31-May-2013	Allowed		17-Oct-2013	MRX - Medics Pharmaceutical Corporation - Verified w/USPTO website	Method of Applying an Injectable Filler
FLR03.P20070820A	United States	RESTYLANE		12/194,934		20-Aug-2008	Published		12-Aug-2009	MRX - Medics Pharmaceutical Corporation (Security Agreement to Goldman Sachs 4/24/2013) - Verified w/USPTO website	Method of Applying an Injectable Filler
SCP01.P19970613A	France	Sculptra	2764514		3-Sep-1999		Granted			VIB - Valeant International Bermuda (per CPI database). Current Owner: Aventis Pharmaceuticals Inc. per EPO website.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Australia	Sculptra	744366		20-Jun-2002		Granted	12-Jun-2018		VIB - Valeant International Bermuda (per AU PTO database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Austria	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Belgium	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Current Owner: Aventis Pharmaceuticals Inc. per CPD website.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Canada	Sculptra	2263361		24-Oct-2006		Granted	12-Jun-2018		VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Cyprus, Republic of	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Denmark	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Finland	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	France	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Germany	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Greece	Sculptra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Hong Kong	Sculptra	1025268		5-Mar-2004		Granted	12-Jun-2018		VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION

July 1, 2014

Granted Patents

Division: REST RSTYLANE

Docket Number	Country	Division	Patent Number	Application Number	Issue Date	Filing Date	Status	Expiration Date	Publication Date	Owner Code	Title
SCP01.P19980612A	Ireland	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Israel	Sculptrra	128210				Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Italy	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Korea, Republic of	Sculptrra	0543560				Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Luxembourg	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Mexico	Sculptrra	224002		8-Nov-2004		Granted	12-Jun-2018		VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Monaco	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Netherlands	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Portugal	Sculptrra	0969883				Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Romania	Sculptrra	0118261				Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Russian Federation	Sculptrra	2214283				Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Spain	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Sweden	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Switzerland	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Turkey	Sculptrra	TR1999002078		21-Jul-2006		Granted	12-Jun-2018		VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION

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July 1, 2014

Granted Patents

Division: REST RSTYLANE

Docket Number	Country	Division	Patent Number	Application Number	Issue Date	Filing Date	Status	Expiration Date	Publication Date	Owner Code	Title
SCP01.P19980612A	United Kingdom	Sculptrra	0969883		12-Nov-2003		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19990208A	United States	Sculptrra	6,716,251		6-Apr-2004		Granted			VIB - Valeant International Bermuda (per CPI database, and verified as current owner with USPTO).	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P20040326A	United States	Sculptrra	7,731,758		8-Jun-2010		Granted			VIB - Valeant International Bermuda (per CPI database, and verified as current owner with USPTO).	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P20130409A	United States	Sculptrra	8,414,657		9-Apr-2013		Granted			VIB - Valeant International Bermuda (per CPI database). Could not verify current owner with patent office.	IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION
SCP01.P19980612A	Brazil	Sculptrra		P19804962-3		12-Jun-1998	Published		8-Sep-1999		IMPLANT FOR SUBCUTANEOUS OR INTRADERMAL INJECTION

Copyright	Client Matter	Country	Status	Registration Number	Registration Date	Owner	Goods
FULL CORRECTION VISUALIZATION - RESTYLANE DESCRIPTION	228188-001078	US	Registered	VA 1-797-330	30-Sep-2011	Medicis Pharmaceutical Corporation	
RESTYLANE HAPPY BIRTHDAY VIDEO	228188-002128	US	Registered	PA 1-355-229	3-Aug-2007	Medicis Aesthetics Holdings, Inc.	
RESTYLANE INJECTION ANIMATION	228188-001078	US	Registered	PA 1-301-113	14-Nov-2005	Medicis Aesthetics Holdings, Inc.	Class: NA Int. Assist client with registration of copyright in animation of injections with RESTYLANE dermal filler.
FULL CORRECTION VISUALIZATION - PERLANE DESCRIPTION	228188-001078	US	Registered	VA 1-797-333	30-Sep-2011	Medicis Pharmaceutical Corporation	

TRADEMARK

REEL: 005436 FRAME: 0664

Registrar	Brand	Domain	Expires	Status
MarkMonitor	Dysport	dysportchallenge.ca	7/22/2014	Active
GoDaddy	Perlane	perlane.us	2/18/2015	Active
GoDaddy	Perlane	perlane.xxx	12/1/2021	Blocked
MarkMonitor	Perlane	perlaneus.com	3/7/2014	Active
MarkMonitor	Perlane	perlaneus.net	3/7/2016	Active
MarkMonitor	Perlane	perlaneus.org	3/7/2016	Active
MarkMonitor	Perlane	perlaneusa.com	3/7/2016	Active
MarkMonitor	Perlane	perlaneusa.net	3/7/2016	Active
MarkMonitor	Perlane	perlaneusa.org	3/7/2016	Active
GoDaddy	Restylane	restylane.tv	2/19/2019	Active
GoDaddy	Restylane	restylane.xxx	12/1/2021	Blocked
GoDaddy	Restylane	restylanecontoura.com	8/9/2014	Active
GoDaddy	Restylane	restylanecontoura.net	8/9/2014	Active
GoDaddy	Restylane	restylanecontoura.org	8/9/2014	Active
GoDaddy	Restylane	restylanecontoura.us	8/8/2014	Active
GoDaddy	Restylane	restylaneradio.com	11/26/2017	Active
GoDaddy	Restylane	restylaneusa.com	3/7/2015	Active
GoDaddy	Restylane	saveonrestylane.com	2/27/2017	Active
MarkMonitor	Restylane	restylaneus.com	3/7/2014	Active
MarkMonitor	Restylane	restylaneus.net	3/7/2016	Active
MarkMonitor	Restylane	restylaneus.org	3/7/2016	Active
MarkMonitor	Restylane	restylaneusa.net	3/7/2016	Active
MarkMonitor	Restylane	restylaneusa.org	3/7/2016	Active
MarkMonitor	Restylane	restylaneusa.ca	9/7/2015	Active
MarkMonitor	Restylane	restylaneusa.com	3/23/2016	Active
MarkMonitor	Restylane	restylaneusa.com.tr		Pending
MarkMonitor	Restylane	restylaneusa.us	4/7/2015	Active
MarkMonitor	Restylane	restylaneusaethetic.com	7/13/2014	Active
MarkMonitor	Restylane	restylaneusaetheticseminar.com	3/19/2016	Active
MarkMonitor	Restylane	restylaneusaetheticseminar.com	11/24/2015	Active