

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370150

<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>
Precision Dermatology, Inc.		01/15/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shamroc, Inc.		
<b>Street Address:</b>	6986 BixBite Place		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92009		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3573755	VIVATIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6197445429		
<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>	619.525.3829		
<b>Email:</b>	pamela.lawson@procopio.com		
<b>Correspondent Name:</b>	Patric J. Rawlins / Procopio		
<b>Address Line 1:</b>	525 B Street, Suite 2200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	123415-1		
<b>NAME OF SUBMITTER:</b>	Patric J. Rawlins		
<b>SIGNATURE:</b>	/Patric J. Rawlins/		
<b>DATE SIGNED:</b>	01/22/2016		
<b>Total Attachments: 5</b>			
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OP \$40.00 3573755

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”), dated as of January 15, 2016 (the “Effective Date”), is made by and among Valeant Pharmaceuticals Luxembourg SARL, a Luxembourg limited liability company (“Valeant”), Precision Dermatology, Inc., a Delaware corporation (“Precision” and, together with Valeant, the “Sellers” and each, a “Seller”), and Shamroc, Inc., a Delaware corporation (“Purchaser”). Sellers and Purchaser are parties to a certain Asset Purchase Agreement dated as of January 15, 2016 (the “Asset Purchase Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties hereto hereby, agree as follows:

1. Assignment. Sellers hereby sell, assign, transfer, convey and deliver to Purchaser and its successors and assigns, and Purchaser hereby purchases and accepts from the Sellers, all of Sellers’ right, title and interest in, to and under the patents, copyrights, trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by the trademarks, service marks and trade names, as specifically listed in Schedule A hereto (all such intellectual property referred to collectively as the “Assigned IP”), and including, without limitation, all copyrights and common law trademarks for which no applications or registrations exist, all inventions described in such patents, all applications to register any of the Assigned IP, and all registrations that have been or may be granted for any of the Assigned IP, together with the right to sue and recover damages for future, present and past infringements of the Assigned IP and to fully and entirely stand in the place of Sellers in all matters related to the Assigned IP.

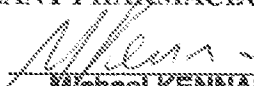
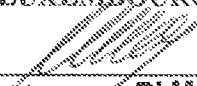
2. Further Assurances. Sellers agree to execute and deliver such other documents and to take all such other actions which Purchaser, its successors and/or assigns may reasonably request to effect the terms of this Assignment Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably requested by Purchaser to effect the terms of this Assignment Agreement and its recordation in relevant state and national trademark offices, including, but not limited to, completing the formal transfer of any and all domain names to Purchaser. Sellers also hereby irrevocably appoint Purchaser as each of their attorney-in-fact coupled with an interest to act in each such Seller’s name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which the Assigned IP are issued, or in which Purchaser desires to seek protection for the Assigned IP.

*[Signature Page Follows]*

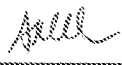
IN WITNESS WHEREOF, each of the Sellers and the Purchaser have executed this Intellectual Property Assignment Agreement effective as of the Effective Date.

**SELLERS:**

**VALEANT PHARMACEUTICALS LUXEMBOURG SARL**

By:		
Name:	<u>Michael KENNAN</u>	<u>Giuseppe Di Modica</u>
Title:	<u>Manager</u>	<u>manager</u>

**PRECISION DERMATOLOGY, INC.**

By:	
Name:	<u>Ari Kellen</u>
Title:	<u>President</u>

**PURCHASER:**

**SHAMROC, INC.**

By:	_____
Name:	Randy W. Kriech
Title:	Chief Executive Officer

IN WITNESS WHEREOF, each of the Sellers and the Purchaser have executed this Intellectual Property Assignment Agreement effective as of the Effective Date.

**SELLERS:**

**VALEANT PHARMACEUTICALS LUXEMBOURG SARL**

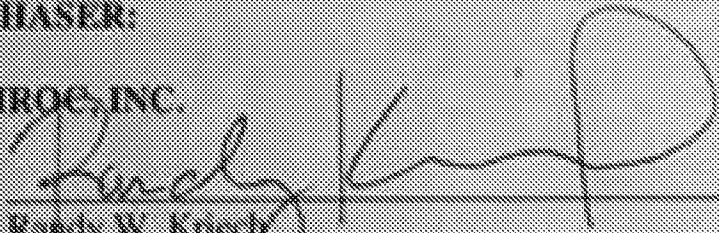
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PRECISION DERMATOLOGY, INC.**

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

**PURCHASER:**

**SHAMROC, INC.**

By:  \_\_\_\_\_  
Name: Randy W. Kriech  
Title: Chief Executive Officer

## EXHIBIT A

### PATENTS:

The invention described in the patents listed in the table below, regardless of whether the independent claims disclosing such invention are ultimately granted or whether Products embodying such invention were previously made.

The following patents and patent applications and all substitutions, divisions, continuations-in-part, any patent issued with respect to any such patent applications, any reissue, reexamination, utility models or designs, renewal or extension (including any supplementary protection certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent:

Country	Type	Date Filed	Serial #	Issue Date	Patent #
<b>STABLE, NON-IRRITATING TOPICAL FORMULATIONS OF HYDROQUINONE</b>					
United States	NEW	2/27/2013	13/778,696	7/28/2015	9,089,506
United States	DIV	6/23/2015	14/747,781*		
<b>TOPICAL FORMULATIONS FOR INCREASING THE DERMAL CONCENTRATION OF HYALURONIC ACID</b>					
United States	NEW	12/13/2012	61/736,718**		
China	DCA	12/12/2013	PCT/US13/74711*		
Europe	DCA	12/12/2013	13863292.2*		
Japan	DCA	12/12/2013	PCT/US13/74711*		
United States	FCA	12/12/2013	14/104,074±		
WIPO	CEQ	12/12/2013	PCT/US13/74711		

\* Patent pending

\*\* Expired

± Published

### COPYRIGHTS:

N/A

### TRADEMARKS:

(i) The word mark VIVATIA and all stylized variations or derivatives thereof used exclusively with the Products and all associated logos used exclusively with the Products; (ii) all Product names used exclusively with the Products, (iii) all trade dress used at any time with the Products; (iv) all common law trademark rights to any of the foregoing; and (v) U.S. Registration No. 3,573,755 issued Feb. 10, 2009 for VIVATIA and the associated goodwill thereto.

“Product(s)” as used herein means the following cosmetic product(s):

Vivatia Gentle Cream Cleanser

Vivatia Active Repair Complex

Vivatia Brightening Complex

Vivatia Restoring Moisturizer

Vivatia Eye Lifting Cream