

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salix Pharmaceuticals, Ltd.		03/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Salix Pharmaceuticals, Inc.		
Street Address:	400 Somerset Corporate Blvd.		
Internal Address:	Legal Dept.		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4444850	FULYZAQ	
CORRESPONDENCE DATA			
Fax Number:	5853380015		
<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:	949-398-5718		
Email:	matthew.marshall@valeant.com		
Correspondent Name:	Matthew Marshall		
Address Line 1:	50 Technology		
Address Line 2:	Legal Dept.		
Address Line 4:	Irvine, CALIFORNIA 92618		
ATTORNEY DOCKET NUMBER:	SALIX		
NAME OF SUBMITTER:	Matthew Marshall		
SIGNATURE:	/matthew marshall/		
DATE SIGNED:	03/07/2016		
Total Attachments: 4			
source=Salix-Napo_Trademark Assignment (executed)#page1.tif			
source=Salix-Napo_Trademark Assignment (executed)#page2.tif			
source=Salix-Napo_Trademark Assignment (executed)#page3.tif			

CH \$40.00 4444850

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated March 4, 2016, is entered into by and between SALIX PHARMACEUTICALS, LTD., a Delaware corporation, having a principal place of business at 400 Somerset Corporate Blvd., Bridgewater, NJ 08807 ("Assignor") and SALIX PHARMACEUTICALS, INC., a Delaware corporation, having a principal place of business at 400 Somerset Corporate Blvd., Bridgewater, NJ 08807 ("Assignee"). Assignor and Assignee each, a "Party," and collectively, the "Parties."

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's rights, title, and interest in and to (i) the trademark "Fulyzaq®" as set forth in Schedule A attached hereto and incorporated herein by reference, (ii) those other registered and unregistered trademarks, trade names, service marks, service names, trade dress, logos, slogans, design rights, domain names, URLs, 800 numbers and similar source identifiers, in each case, used solely and exclusively with the Current Product (as defined in that certain Settlement, Termination, Asset Transfer and Transition Agreement dated as of March 4, 2016) as set forth in Schedule A, (iii) together with all registrations and applications for registration thereof, all intellectual property rights residing in any of the foregoing, including all copyrights (collectively, the "Product Trademarks").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby acquires and accepts, all of Assignor's rights, title and interest in, to and under the Product Trademarks, including all common law and statutory rights therein, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Product Trademarks, all rights to secure and recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Product Trademarks, and all goodwill of the business associated with and symbolized by the Product Trademarks.

2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office.

3. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such confirmatory assignments, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

4. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

5. Governing Law. This Agreement, the negotiation, execution or performance of this Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first written above.

SALIX PHARMACEUTICALS, LTD.



By: _____

Name: Ari S. Kellen
Title: Executive Vice President

SALIX PHARMACEUTICALS, INC.



By: _____

Name: Ari S. Kellen
Title: Executive Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

Product Trademark	Country	App Date	App No.	Reg Date	Reg No.	Goods
FULYZAQ	USA	Aug-27-2012	85713204	Dec-3-2013	4444850	(Class 5) Pharmaceutical preparations for the treatment and prevention of gastrointestinal diseases and disorders

Schedule A