

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medicis Pharmaceutical Corporation		06/25/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	County Line Pharmaceuticals, LLC		
<b>Street Address:</b>	13890 Bishop's Drive		
<b>City:</b>	Brookfield		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53005		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1202505	TAMBOCOR	
<b>Registration Number:</b>	1947136	DYNACIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>	2128198200		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Jinelle Park/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	4434031-0004-X130		
<b>NAME OF SUBMITTER:</b>	Jinelle Park		
<b>SIGNATURE:</b>	/Jinelle Park/		
<b>DATE SIGNED:</b>	05/12/2016		
<b>Total Attachments: 7</b>			
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## BILL OF SALE

**THIS BILL OF SALE** is made as of this 25<sup>TH</sup> day of June, 2014 between Medicis Pharmaceutical Corporation, a Delaware corporation ("Seller"), and County Line Pharmaceuticals, LLC, a Wisconsin limited liability company ("Purchaser") pursuant to that certain Asset Purchase Agreement dated June 25<sup>TH</sup>, 2014 ("Purchase Agreement"). Unless otherwise defined herein, capitalized terms used herein are as defined in the Purchase Agreement.

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's rights, titles and interests, in the Territory, in and to the Purchased Assets as set forth in Section 2.1 of the Purchase Agreement;

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

1. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby sells, conveys, assigns and transfers to Purchaser, its successors and assigns, free and clear of all Encumbrances (other than Permitted Encumbrances), and Buyer hereby purchases, acquires and accepts, all of Seller's right, titles and interests, in the Territory, in and to the Purchased Assets.

2. Seller further expressly agrees to, without further consideration, obtain, execute, acknowledge and deliver such documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, conveyance, assignment and transfer to Buyer of Seller's individual and collective right, title and interest in and to the Purchased Assets.

3. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law principles thereof.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. This Bill of Sale is intended only to effect the transfer of the Purchased Assets pursuant to the Purchase Agreement and shall be governed entirely in accordance with the Purchase Agreement. Nothing in this Bill of Sale shall be deemed or construed to supersede, modify, replace or waive any provision of the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

6. This Bill of Sale may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart.

*[Signature Page Follows]*

MEDICIS PHARMACEUTICAL CORPORATION



By: *AKL*  
Print: AKI KEUEN  
Title: Executive Vice President

COUNTY LINE PHARMACEUTICALS, LLC

By: *Richard Losiniecki*  
Print: Richard Losiniecki  
Title: President

EXECUTION

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ASSET PURCHASE AGREEMENT

between

MEDICIS PHARMACEUTICAL CORPORATION,  
VALEANT PHARMACEUTICALS LUXEMBOURG SARL,

and

COUNTY LINE PHARMACEUTICALS, LLC

dated as of June 25, 2014

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of June 25, 2014

BETWEEN

Medicis Pharmaceutical Corporation, a Delaware corporation, and Valeant Pharmaceuticals Luxembourg Sarl, a Luxembourg limited liability company (the "Seller")

- and -

County Line Pharmaceuticals, LLC, a Wisconsin limited liability company (the "Purchaser").

RECITALS:

WHEREAS, Seller, directly or indirectly through its Affiliates (such term, and each other capitalized term used but not defined in these Recitals, having the meaning set forth in Section 1.1 of this Agreement) or third parties, holds certain rights relating to the Product in the Territory; and

WHEREAS, the Parties desire that Seller shall sell, or cause to be sold, to Purchaser, and Purchaser shall purchase from Seller, all of the Purchased Assets and assume all of the Assumed Liabilities upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I  
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

"Accounts Receivable" means all accounts receivable, notes receivable and other indebtedness due and owed by any third party to Seller or any of its Affiliates arising or held in connection with the sale of the Product on or prior to the Closing Date.

"Affiliate" of any Person means, at the time such determination is being made, any other Person Controlling, Controlled by or under common Control with such first Person, in each case, whether directly or indirectly. A Person will be deemed to "Control" another Person if such first Person has (a) direct or indirect ownership of more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of such other Person, or (b) the power, directly or indirectly, to direct or cause the direction of the policies and management of the other Person, whether by the ownership of stock, by contract, or otherwise.

"Agreement" means this Asset Purchase Agreement, including all schedules, and all amendments or restatements, as permitted, and references to "Article" or "Section" mean the specified Article or Section of this Agreement.

"Alteration" has the meaning set forth in Section 3.3(a).

"Applicable Laws" means applicable laws (including common law and civil law), statutes, by-laws, rules, regulations, Orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority.

"Assigned Trademarks" means, as owned, licensed or controlled by Seller and exclusively related to the Products Tambocor tablet (flecainide acetate) and Dynacirc capsule (minocycline hcl) 50mg, 75mg and 100mg, the registered trademarks in the Territory (including all registrations, applications for registrations or renewals, and all goodwill associated with the foregoing) as listed on Schedule 2.1(b).

"Assumed Liabilities" has the meaning set forth in Section 2.3(a).

"Bill of Sale and Assumption Agreement" means a bill of sale and assignment and assumption to be entered into by Purchaser and Seller as of the Closing Date.

"Business" means the research, development, commercialization, manufacture, packaging, distribution, marketing and sale of the Product in the Territory.

"Business Day" means any day other than a Saturday, Sunday or other day on which banks in Canada or New York are permitted or required to close by any Applicable Laws.

"Cash Equivalents" means cash, checks, money orders, marketable securities, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Authority.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

"Code" has the meaning set forth in Section 3.2(a).



"Confidentiality Agreement" means that certain Confidential Disclosure Agreement dated January 11, 2013 between Purchaser and an Affiliate of Seller.

"Encumbrances" means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever.



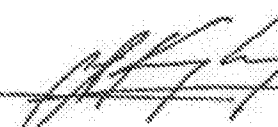
"Excluded Assets" has the meaning set forth in Section 2.2.

IN WITNESS OF WHICH the Parties have executed this Agreement.


MEDICIS PHARMACEUTICAL CORPORATION

By:    
Print: Ari Kallen  
Title: Executive Vice President

VALEANT PHARMACEUTICALS LUXEMBOURG SARL

By:    
Print: HANON JEDCIEW   
Title: Director KUY LY ANG  
Manager

COUNTY LINE PHARMACEUTICALS, LLC

By:   
Print: Richard Losinski  
Title: President



SCHEDULE 2.1(b)

Assigned Trademarks

Trademark	Country	Registration No.	Registration Date
TAMBOCOR	United States of America	1202505	July 27, 1982
DYNACIN	United States of America	1947136	January 9, 1996

Licensed Trademark

Trademark	Country	Registration No.	Registration Date
LOPROX	United States of America	1221402	December 28, 1982