

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384219

<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>
Valeant Pharmaceuticals Luxembourg Sarl		06/25/2014	Limited Liability Company: LUXEMBOURG
<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>	1947136	DYNACIN	
<b>Registration Number:</b>	1202505	TAMBOCOR	
<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: 8</b>			
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**TRADEMARK ASSIGNMENT**

WHEREAS, Valeant Pharmaceuticals Luxembourg Sarl, a Luxembourg limited liability company ("ASSIGNOR") owns, and has adopted and is using in the United States of America the following marks ("Marks"), which are the subject of the following United States trademark registrations:

MARK	GOODS	U.S. REGISTRATION NUMBER
DYNACIN	Pharmaceutical preparations; namely, an oral antibiotic	1947136
TAMBOCOR	Antiarrhythmic Agent	1202505

WHEREAS, County Line Pharmaceuticals, LLC, a Wisconsin limited liability company ("ASSIGNEE"), desires to acquire any and all rights and goodwill associated with the Marks in the United States and the above-referenced registrations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign to ASSIGNEE all right, title and interest in and to the Marks in the United States and the U.S. Registrations thereof, together with the goodwill associated with or symbolized by the Marks.

*[Signature Page Follows]*

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Valeant Pharmaceuticals Luxembourg Sarl  
(ASSIGNOR)

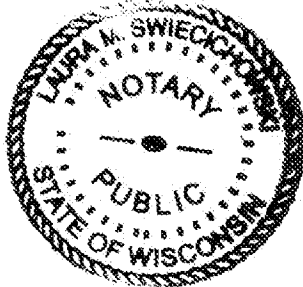
By: [Signature]  
Name: MARCIN JEDRZEJOWSKI  
Title: Director  
**Kuy Ly ANG**  
Manager



STATE OF §  
                                  §  
COUNTY OF §

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of the identified corporation and that he executed the same on behalf of the corporation for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public



County Line Pharmaceuticals, LLC  
(ASSIGNEE)

By: [Signature]  
Name: Richard Losiniecki  
Title: President

STATE OF §  
                                  §  
COUNTY OF §

Before me, the undersigned authority, on this 25<sup>th</sup> day of June, 2014, personally appeared Richard Losiniecki, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of the identified corporation and that he executed the same on behalf of the corporation for the purposes and consideration therein expressed.

[Signature]  
Notary Public

KANCELARIA NOTARIALNA

Mariusz Szczyński - notariusz

Hubert Perycz - notariusz

Spółka Cywilna

02-697 Warszawa, ul. Rzymowskiego 34

tel. 22 549 65 00, fax: 22 203 55 46

Repertorium A Nr 5381 / 2014

Poświadczam, iż dnia dwudziestego czwartego czerwca roku dwa tysiące czteremastego (24.06.2014r.), w budynku numer 15 (piętnaście) położonym przy ulicy Marynarskiej w Warszawie, przed Hubertem Peryczem notariuszem w Warszawie, prowadzącym kancelarię notarialną w budynku numer 34 przy ulicy Rzymowskiego w Warszawie, podpis na powyższym dokumencie, własnoręcznie położył: -----

**Marcin Edward Jędrzejuk**, legitymujący się paszportem Rzeczypospolitej Polskiej numer ED 0233926, ważnym do dnia 20 grudnia 2021 roku, PESEL 69111100458, według jego oświadczenia syn Janusza i Reginy, zamieszkały 01-674 Warszawa, ul. Tczewska 2C m. 134, posługujący się językiem angielskim w mowie i w piśmie. -----

Tożsamość wyżej wymienionej osoby notariusz stwierdził na podstawie okazanego dokumentu tożsamości powołanego przy nazwisku. -----

Pobrano: -----

- taksy notarialnej z §13 ust. 1 lit "b" oraz § 17 rozporządzenia Ministra Sprawiedliwości w sprawie maksymalnych stawek taksy notarialnej z dnia 28 czerwca 2004 roku (Dz.U. nr 148 poz.1564 z 2004 r. ze zm.) w kwocie ----- **70,00 zł**
- 23% podatku VAT na podstawie art.41 ust.1 oraz art. 146a ustawy o podatku od towarów i usług z dnia 11 marca 2004 roku (Dz.U.Nr 54 poz.535 z 2004 r. z późn. zm.) w kwocie ----- **16,10 zł**



Hubert Perycz

notariusz

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 Dynacoin 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.

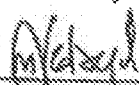



IN WITNESS OF WHICH the Parties have executed this Agreement.


MEDICIS PHARMACEUTICAL CORPORATION

By:    
Print: Ari Kallen  
Title: Executive Vice President

VALEANT PHARMACEUTICALS LUXEMBOURG SARI

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