

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386279

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aton Pharma, Inc. | | 07/03/2012 | Corporation: |
| Dow Pharmaceutical Sciences, Inc. | | 07/03/2012 | Corporation: |
| Valeant Pharmaceuticals North America LLC | | 07/03/2012 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Lending Partners LLC | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85492055 | ARCUTIS | |
| Serial Number: | 85500855 | ÉMERGENCE | |
| Serial Number: | 85567298 | HA3 | |
| Serial Number: | 85567448 | HA3 TECHNOLOGY | |
| Serial Number: | 85448040 | LACRISERT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127352000 | | |
| <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: | 2127353000 | | |
| Email: | sara.mooney@skadden.com | | |
| Correspondent Name: | Skadden, Arps, Slate, Meagher & Flom LLP | | |
| Address Line 1: | Four Times Square | | |
| Address Line 2: | Rebecca Rodal | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| NAME OF SUBMITTER: | Paige Amundson | | |

CH \$140.00 85492055

| | |
|--|------------------|
| SIGNATURE: | /Paige Amundson/ |
| DATE SIGNED: | 06/01/2016 |
| Total Attachments: 5 source=NYCSR03A-#913620-v1-Supp_to_Trademark_Security_Agreement#page1.tif source=NYCSR03A-#913620-v1-Supp_to_Trademark_Security_Agreement#page2.tif source=NYCSR03A-#913620-v1-Supp_to_Trademark_Security_Agreement#page3.tif source=NYCSR03A-#913620-v1-Supp_to_Trademark_Security_Agreement#page4.tif source=NYCSR03A-#913620-v1-Supp_to_Trademark_Security_Agreement#page5.tif | |

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**, dated as of July 3, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the respective meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


ATON PHARMA, INC.

By: 
Name: Rajiv De Silva
Title: President and Chief Operating Officer

DOW PHARMACEUTICAL SCIENCES, INC.

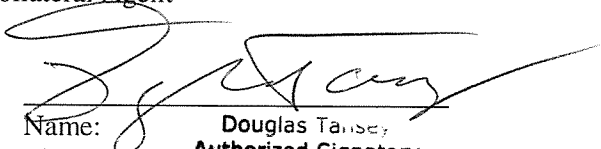
By: 
Name: Rajiv De Silva
Title: President and Chief Operating Officer

VALEANT PHARMACEUTICALS NORTH AMERICA LLC

By: 
Name: Rajiv De Silva
Title: President

Accepted and Agreed:
GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Name: **Douglas Tansey**
Title: **Authorized Signatory**

[Signature Page to Supplement No. 1 to Trademark Security Agreement (U.S. Credit Parties)]

SCHEDULE A
to
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Country | Trademark | Filing Date | Filing No. | Registration Number | Owner ¹ | Status |
|--------------------------|----------------------|-------------|------------|---------------------|---|--------|
| United States Of America | ARCU TTIS | 12/9/2011 | 85492055 | | Dow Pharmaceutical Sciences, Inc. | Filing |
| United States Of America | EMERGENCE | 12/21/2011 | 85500855 | | Valeant Pharmaceuticals North America LLC | Filing |
| United States Of America | HA3 | 3/12/2012 | 85567298 | | Valeant Pharmaceuticals North America LLC | Filing |
| United States Of America | HA3 Technology | 3/2/2012 | 85567448 | | Valeant Pharmaceuticals North America LLC | Filing |
| United States Of America | LACRISERT and Design | 10/14/2011 | 85448040 | | Alon Pharma, Inc. | Filing |

¹ Indicates beneficial and/or record ownership.