

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM388551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Succession of Agency and Transfer of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Lending Partners LLC		06/20/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank Plc		
<b>Street Address:</b>	745 Seventh Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4231413	ÉMERGENCE	
<b>Registration Number:</b>	4332801	HA3	
<b>Registration Number:</b>	4332802	HA3 TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027352000		
<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>	2127353000		
<b>Email:</b>	sara.mooney@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Paige Amundson		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Paige Amundson		
<b>SIGNATURE:</b>	/Paige Amundson/		
<b>DATE SIGNED:</b>	06/20/2016		
<b>Total Attachments: 6</b>			
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## NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST

This NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST (this “Notice”), dated as of June 20, 2016 (the “Effective Date”), is executed by Goldman Sachs Lending Partners LLC, a Delaware limited liability company, in its capacity as Collateral Agent under the Original Agreements (as defined below) (the “Prior Agent”), and Barclays Bank Plc, a public limited company with its registered office in London, in its capacity as Collateral Agent under the Current Agreements (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of February 13, 2012, as amended by Amendment No. 1, dated as of March 6, 2012, by Amendment No. 2, dated as of September 10, 2012, by Amendment No. 3, dated as of January 24, 2013, by Amendment No. 4, dated as of February 21, 2013, by Amendment No. 5, dated as of June 6, 2013, by Amendment No. 6, dated as of June 26, 2013, by Amendment No. 7, dated as of September 17, 2013, by Amendment No. 8, dated as of December 20, 2013, as further supplemented by the Joinder Agreement, dated as of June 14, 2012, by the Joinder Agreement, dated as of July 9, 2012, by the Joinder Agreement, dated as of September 11, 2012, by the Joinder Agreement dated as of October 2, 2012, by the Joinder Agreement, dated as of December 11, 2012, by the Joinder Agreements, each dated as of August 5, 2013 and by the Joinder Agreements, each dated as of February 6, 2014 (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Original Credit Agreement”), the Prior Agent and Valeant Pharmaceuticals North America LLC (the “Grantor”), among others, entered into that certain Second Amended and Restated Pledge And Security Agreement in favor of the Collateral Agent, dated as of February 13, 2012 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), and Supplement No. 1 to Trademark Security Agreement, dated as of July 3, 2012 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Prior Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following property, in each case, whether then owned or thereafter acquired by the Grantor or in which the Grantor then had or thereafter acquired any right, title, or interest and wherever the same may be located, but not including any Excluded Assets, as defined in the Security Agreement (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 thereto, (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.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 1, 2016 at Reel/Frame 5803/0728 with respect to the trademarks identified on Schedule A attached thereto;

WHEREAS, the Original Credit Agreement was amended as of January 8, 2015 (as amended, and together with the Security Agreement, the "Current Agreements"), and in connection with the transactions under the Current Agreements, the Prior Agent, the Successor Agent, Borrower and certain other parties have entered into that Successor Agent Agreement and Amendment No. 9 To Third Amended And Restated Credit And Guaranty Agreement, dated as of January 8, 2015 (the "Resignation Agreement"), whereby the Prior Agent resigned as Administrative Agent, Collateral Agent and Swing Line Lender and is succeeded to and replaced by the Successor Agent as successor Administrative Agent, Collateral Agent and Swing Line Lender;

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

1. Defined Terms.

All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement or, if not defined therein, then as defined or otherwise referenced in the Security Agreement.

2. Succession of Agency; Assignment of Security Interest. Effective as of the Effective Date, pursuant to any and all of the terms and conditions set forth in the Resignation Agreement and subject to any limitations, exceptions, and qualifications set forth therein:

The Prior Agent is assigning to the Successor Agent, in its capacity as successor Collateral Agent, each of the Liens and security interests granted or assigned to the Prior Agent (in its capacity as Administrative Agent and Collateral Agent under the Original Credit Agreement and the other Existing Credit Documents for the benefit of the Secured Parties) and the Successor Agent, in its capacity as successor Collateral Agent, is assuming all such Liens and security interests for its benefit and for the benefit of the Secured Parties.

3. Effect of Notice on Lien. Nothing in this Notice shall be deemed to terminate, interrupt or impair the continuity of the security interest in and continuing lien on the Trademark Collateral granted to the Prior Agent under the Trademark Security Agreement, which security interest and lien is now succeeded by and transferred to the Successor Agent.

4. Resignation Agreement. This notice is being issued in connection with the Resignation Agreement and the parties acknowledge that the matters expressed in this Notice are more fully addressed in the Resignation Agreement, the terms and conditions of which are hereby incorporated by reference. In the event of an irreconcilable conflict between the Resignation Agreement and this Notice, the terms and provisions of the Resignation Agreement shall govern.

5. Governing Law. THIS NOTICE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. For the avoidance of doubt, the provisions of Sections 14 (Waiver), 15 (Governing Law and Waiver of Jury Trial) and 16 (Severability) of the Resignation Agreement shall apply to this Notice.

6. Counterparts. This Notice may be executed in any number of counterparty, 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 Notice by facsimile transmission or other electronic transmission shall be effect as delivery of a manually signed counterpart of this Notice.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this NOTICE OF SUCCESSION OF  
AGENCY AND TRANSFER OF SECURITY INTEREST as of the Effective Date:

GOLDMAN SACHS LENDING PARTNERS  
LLC

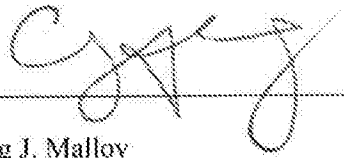
By: 

Name:

Title:

Elizabeth Fischer  
Authorized Signatory

BARCLAYS BANK PLC

By: \_\_\_\_\_

Name: Craig J. Malloy

Title: Director

**SCHEDULE I**  
**to**  
**NOTICE OF SUCCESSION OF AGENCY AND ASSIGNMENT OF SECURITY INTEREST**

**TRADEMARK REGISTRATIONS**

(i) Reel: 5803 Frame: 0728

OWNER	TRADEMARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Valeant Pharmaceuticals North America LLC	ÉMERGENCE	12/21/2011	85500855	10/23/2012	4231413
Valeant Pharmaceuticals North America LLC	HA3	3/12/2012	85567298	5/7/2013	4332801
Valeant Pharmaceuticals North America LLC	HA3 TECHNOLOGY	3/2/2012	85567448	5/7/2013	4332802