

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390184

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valeant Pharmaceuticals North America LLC		05/18/2015	Limited Liability Company: DELAWARE
Precision Dermatology, Inc.		05/18/2015	Corporation: DELAWARE
Valeant Pharmaceuticals Ireland		05/18/2015	Corporation: IRELAND
Valeant Pharmaceuticals Luxembourg S.a.r.l.		05/18/2015	a societe a responsabilite limitee organized and existing under the laws of Luxembourg: LUXEMBOURG
Valeant International Bermuda		05/18/2015	Corporation: BERMUDA
Coria Laboratories, Ltd.		05/18/2015	Limited Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Encore Dermatology, Inc.		
<b>Street Address:</b>	5 Great Valley Parkway		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3525859	TETRIX	
<b>Registration Number:</b>	3786119	BENZEFOAM	
<b>Registration Number:</b>	4003813	BENZEFOAM ULTRA	
<b>Registration Number:</b>	4039521	BENZEFOAM ULTRA SHORT CONTACT FOAM	
<b>Registration Number:</b>	3713111	HYLATOPIC	
<b>Registration Number:</b>	3999238	HYLATOPIC PLUS	
<b>Registration Number:</b>	3994954	HYLATOPICPLUS EMOLLIENT FOAM	
<b>CORRESPONDENCE DATA</b>			

OP \$190.00 3525859

**Fax Number:**

*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.*

**Phone:** 513-241-2324  
**Email:** lkrafte@whe-law.com  
**Correspondent Name:** Lori Krafte, Wood Herron & Evans LLP  
**Address Line 1:** 441 Vine Street  
**Address Line 2:** 2700 Carew Tower  
**Address Line 4:** Cincinnati, OHIO 45202

<b>NAME OF SUBMITTER:</b>	Lori Krafte
<b>SIGNATURE:</b>	/Lori Krafte/
<b>DATE SIGNED:</b>	07/05/2016

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), is made as of May 18, 2015 (the “Effective Date”), by and among Valeant Pharmaceuticals North America LLC, a limited liability company organized and existing under the laws of the state of Delaware, PreCision Dermatology, Inc., a corporation organized and existing under the laws of the state of Delaware, Valeant Pharmaceuticals Ireland, a corporation organized and existing under the laws of Ireland, Valeant Pharmaceuticals Luxembourg S.a r.l., a société à responsabilité limitée organized and existing under the laws of Luxembourg, Valeant International Bermuda, a corporation organized and existing under the laws of Bermuda, and Coria Laboratories, Ltd., a corporation organized and existing under the laws of the state of Delaware (each of the foregoing, an “Assignor” and, collectively, the “Assignors”), and Encore Dermatology, Inc., a corporation duly organized and existing under the laws of the State of Delaware (“Assignee”).

WHEREAS, the Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 9, 2015, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of May 8, 2015 (collectively, the “Purchase Agreement”), pursuant to which each Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all of its rights, title and interest into and to the Acquired Intellectual Property Rights, as set forth on Schedule A hereto; and

WHEREAS, this Agreement is being entered into in connection with the Closing of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the Purchase Agreement.
2. Effective as of the Closing, subject to the terms and limitations set forth in the Purchase Agreement, each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts from each Assignor, all of such Assignor’s right, title and interest in the Territory in and to the Acquired Intellectual Property Rights, together with all goodwill connected with the use thereof and symbolized thereby, including, without limitation, all rights to (i) enforce, and bring actions for all past, present and future infringement or violation of the Acquired Intellectual Property Rights, seek damages, profits, injunctive relief, costs, and other remedies on account thereof, and to settle, and collect and retain the proceeds therefrom, (ii) collect royalties and other payments under or on account of any of the Acquired Intellectual Property Rights, and (iii) apply for, file, register, maintain, extend, or renew same, and seek protection therefor, and to transfer same and grant licenses and other rights with respect thereto.

3. Each Assignor and Assignee hereby agree to execute such other documents and perform such further acts as may be reasonably required or advisable to carry out the provisions hereof and the transactions contemplated hereby.

4. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations set forth in the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern.


5. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Purchase Agreement and the laws of the state of New York, without giving effect to the principles of conflicts of law thereof.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signature Page Follows)


IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**VALEANT PHARMACEUTICALS NORTH AMERICA LLC**

By:   
Name: Howard Schiller  
Title: EVP, CFO

**PRECISION DERMATOLOGY, INC.**



By:   
Name: Howard Schiller  
Title: EVP, CFO

**VALEANT PHARMACEUTICALS IRELAND**

By: \_\_\_\_\_  
Name:  
Title:

**VALEANT PHARMACEUTICALS LUXEMBOURG S.A R.L.**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**VALEANT PHARMACEUTICALS NORTH AMERICA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PRECISION DERMATOLOGY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VALEANT PHARMACEUTICALS IRELAND**

By:   
Name: CATHERINE D'ARCY  
Title: DIRECTOR

**VALEANT PHARMACEUTICALS LUXEMBOURG S.A R.L.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

**VALEANT PHARMACEUTICALS NORTH AMERICA LLC**

By: \_\_\_\_\_  
Name:  
Title:


**PRECISION DERMATOLOGY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**VALEANT PHARMACEUTICALS IRELAND**

By: \_\_\_\_\_  
Name:  
Title:

**VALEANT PHARMACEUTICALS LUXEMBOURG S.A R.L.**

By:		
Name:	<b>Giuseppe Di Modica</b>	<b>Michael KENNAN</b>
Title:	<i>Manager</i>	<b>Manager</b>

*[Signature Page to Intellectual Property Assignment Agreement]*

**VALEANT INTERNATIONAL BERMUDA**

By:   
Name: GRAHAM JACKSON  
Title: DIRECTOR

**CORIA LABORATORIES, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENCORE DERMATOLOGY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment Agreement]*




**VALEANT INTERNATIONAL BERMUDA**

By: \_\_\_\_\_  
Name:  
Title:

**CORIA LABORATORIES, LTD.**




By:   
Name: Howard Schiller  
Title: EVP, CFO

**ENCORE DERMATOLOGY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of each Assignor and Assignee as of the date first above written.

ENCORE DERMATOLOGY, INC.

By:   
Name: Robert J Moccia  
Title: President + CEO

*Signature Page to Intellectual Property Assignment Agreement*

**TRADEMARK**  
**REEL: 005826 FRAME: 0459**

**Schedule A**

**Acquired Intellectual Property Rights**

**Patents**

<b>Title</b>	<b>Country</b>	<b>Filing Date</b>	<b>Filing number</b>	<b>Registration Date</b>	<b>Registration Number</b>
Foamable Benzoyl Peroxide Composition for Topical Administration	USA	January 27, 2014	14/164,832	N/A	N/A
Emolient Foams for Treatment of Dermatoses	USA	February 26, 2010	12/713,379	N/A	N/A

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Filing number</b>	<b>Registration Date</b>	<b>Registration Number</b>
TETRIX	USA	April 6, 2006	78856102	October 28, 2008	3525859
BENZEFOAM	USA	June 15, 2009	77759789	May 4, 2010	3786119
BENZEFOAM ULTRA	USA	July 27, 2010	85093726	July 26, 2011	4003813
BENZEFOAM ULTRA SHORT CONTACT FOAM	USA	July 27, 2010	85093727	October 11, 2011	4039521
HYLATOPIC	USA	September 15, 2008	77570170	November 17, 2009	3713111
HYLATOPIC PLUS	USA	April 7, 2010	85008003	July 19, 2011	3999238
HYLATOPICPLUS EMOLLIENT FOAM	USA	May 11, 2010	85034933	July 12, 2011	3994954

**Domain Names**

<b>Domain Name</b>	<b>Registrar</b>	<b>Expiration Date</b>
benzefoam.com	EasyDNS	June 15, 2015
mybenzefoam.com	MarkMonitor	January 5, 2017
benzefoamultra.com	EasyDNS	September 27, 2015
hylatopic.com	MarkMonitor	June 29, 2017
hylatopiccoupon.com	MarkMonitor	January 23, 2017
hylatopicplus.com	MarkMonitor	September 27, 2017
tetrixcream.com	MarkMonitor	May 30, 2015
tetrixforhands.com	MarkMonitor	May 30, 2015
tetrixrx.com	MarkMonitor	May 30, 2015