

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nicox SA		11/14/2014	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Nicox Inc.		
Street Address:	777 Main Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86079370	SJÖ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	585-338-8049		
Email:	trademarks@bausch.com		
Correspondent Name:	Denis A. Polyn		
Address Line 1:	1400 N. Goodman Street		
Address Line 2:	Law Department		
Address Line 4:	Rochester, NEW YORK 14609		
NAME OF SUBMITTER:	Denis A. Polyn		
SIGNATURE:	/Denis A. Polyn/		
DATE SIGNED:	10/22/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of November 14, 2014, is made by Nicox SA (“Assignor”) in favor of Nicox Inc. (“Assignee”).

WHEREAS, Assignor owns the trademarks set forth on Schedule 1 (the “Assigned Trademarks”), as well as the Assigned Trademark registrations and pending applications set forth on Schedule 1;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the Assigned Trademarks and all rights and goodwill associated therewith;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and, with regard to any Assigned Trademarks that are intent to use applications, the parties acknowledge that the portion of such entity's business in respect of which such entity has a bona fide intent to use such marks is also being transferred pursuant and subject to the Stock Purchase Agreement, dated as of November 13, 2014, as well as:

(a) the trademark registrations and pending applications set forth on Schedule 1 and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable laws of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including all rights to apply for and maintain all registrations, renewals and/or extensions thereof;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same and to record and register this

Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may reasonably be requested to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. In addition, if any registrations or applications for any Assigned Trademarks are omitted from Schedule 1 hereto, Assignor shall, upon becoming aware of such omission, notify Assignee and execute such further assignments or instruments as are reasonably requested by Assignee to record Assignee's rights therein with the relevant intellectual property office(s) (whether domestic or foreign).

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Severability. The terms and provisions of this Trademark Assignment shall be deemed severable, and the invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the other terms and provisions hereof. If any term or other provision of this Trademark Assignment, or the application thereof to any person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable term or provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable term or provision and (b) the remainder of this Trademark Assignment and the application of such term or provision to other persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such term or provision, or the application thereof, in any other jurisdiction.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

NICOX S.A.

POA By: 
Name: Michele Garufi
Title: Chief Executive Officer

ASSIGNEE:

NICOX INC.

POA By: 
Name: Michele Garufi
Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark: Sjö

Jurisdiction	Registrations and Applications
Canada	File Number 1645368 Pending Application filed on September 26, 2013
United States	Filing number 86/079370 Filed on October 1, 2013, published for opposition on September 20, 2014
Mexico	Registration numbers 1430934, 1430935, and 1430936 Registered on January 29, 2014
Puerto Rico	Filing numbers 202617-10-0, 202617-44-0, 202617-42-0 Filed on September 23, 2013
European Union	Trademark Number: 121 49 712 Filing Date: September 19, 2013 Registration Date: February 12, 2014