

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLTA MEDICAL, INC.		07/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	101 Barclay Street		
Internal Address:	Floor 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4165935	CLEAR + BRILLIANT	
Registration Number:	4286962	CLEAR + BRILLIANT	
Registration Number:	3402648	NXT	
Registration Number:	4377283	PERMÉA	
Registration Number:	4523152	SIMPLY SMART	
Registration Number:	3905770	SOLTA MEDICAL	
Registration Number:	3060807	THERMACOOL	
Registration Number:	2913775	THERMACOOL TC	
Registration Number:	3941984	THERMAFRAX	
Registration Number:	4288351	THERMAGE	
Registration Number:	2534746	THERMAGE	
Registration Number:	4175953	THERMAGE CPT	
Registration Number:	4508221	THERMAGE	
Registration Number:	4466175		
Serial Number:	87356177	THERMAGE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171430
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NAME OF SUBMITTER:	Emily Ohannessian
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SIGNATURE:	/Emily Ohannessian/
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DATE SIGNED:	07/19/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 17, 2017 (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 The Bank of New York Mellon, as notes collateral agent for the First Lien Notes Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to the Indenture dated as of March 21, 2017 (the “**Indenture**”) between Valeant Pharmaceuticals International, Inc., 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 Indenture and used herein have the meaning given to them in the Indenture.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the First Lien Notes 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 Notes Collateral Agent for the First Lien Notes Secured Parties, pursuant to the Indenture, 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 Indenture, 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 Indenture, the provisions of the Indenture 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.

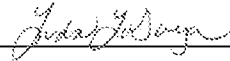
SECTION 5. Counterparts

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.

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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.

SOLTA MEDICAL, INC.

By: 
Name:
Title:

Accepted and Agreed:
THE BANK OF NEW YORK MELLON
as Collateral Agent

By: Joellen F. McNamara

Name:

Title:

Joellen F. McNamara
Vice President

SOLTA MEDICAL, INC.

SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
CLEAR + BRILLIANT	United States	SOLTA MEDICAL, INC.	Registered	5/25/2010	85976737	6/26/2012	4165935
CLEAR + BRILLIANT (STYLIZED)	United States	SOLTA MEDICAL, INC.	Registered	6/6/2011	85978240	2/5/2013	4286962
NXT	United States	SOLTA MEDICAL, INC.	Registered	2/1/2007	77097250	3/25/2008	3402648
PERMEA	United States	SOLTA MEDICAL, INC.	Registered	2/9/2012	85538277	7/30/2013	4377283
SIMPLY SMART	United States	SOLTA MEDICAL, INC.	Registered	3/4/2013	85865905	4/29/2014	4523152
SOLTA MEDICAL	United States	SOLTA MEDICAL, INC.	Registered	#####	77980918	1/11/2011	3905770
THERMACOOL	United States	SOLTA MEDICAL, INC.	Registered	#####	78/091100	2/21/2006	3060807
THERMACOOL TC	United States	SOLTA MEDICAL, INC.	Registered	#####	78/091101	#####	2913775
THERMAFRAX	United States	SOLTA MEDICAL, INC.	Registered	3/19/2010	77963488	4/5/2011	3941984
THERMAGE	United States	SOLTA MEDICAL, INC.	Registered	5/31/2013	8.02E+08	6/6/2013	8.02E+08
THERMAGE	United States	SOLTA MEDICAL, INC.	Registered	5/21/2012	85/630780	2/12/2013	4288351
THERMAGE	United States	SOLTA MEDICAL, INC.	Registered	1/14/2000	75/897497	1/29/2002	2534746
THERMAGE CPT	United States	SOLTA MEDICAL, INC.	Registered	6/15/2010	77/782893	7/17/2012	4175953
THERMAGE+ LOTUS FLOWER DESIGN	United States	SOLTA MEDICAL, INC.	Registered	3/20/2013	85981121	4/1/2014	4508221
CIRCULAR RIBBON LOGO DESIGN	United States	SOLTA MEDICAL, INC.	Registered	6/7/2013	85954217	1/14/2014	4466175

TRADEMARK

RECORDED: 07/19/2017

REEL: 006109 FRAME: 0486