

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.		07/17/2017	Limited Liability Company: LUXEMBOURG

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: 39

Property Type	Number	Word Mark
Registration Number:	3650117	APLENZIN
Serial Number:	87022985	ALTRENO
Serial Number:	87022991	BALINRA
Serial Number:	87023030	BRIJUVA
Serial Number:	87270537	CLINDA-PAK
Serial Number:	87022958	DELBRI
Serial Number:	87023038	DUATRIA
Serial Number:	87022970	DUOBRII
Serial Number:	87023082	ELIREZE
Serial Number:	87224349	ERYTHRO-PAK
Serial Number:	87022997	GEMDUA
Serial Number:	86726608	
Serial Number:	86726661	
Serial Number:	87023025	JEMDEL
Serial Number:	87023241	KERAPRO
Serial Number:	87023247	KERAPRO+
Serial Number:	87023004	KORIXA

OP \$990.00 3650117

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87023011	LUMIIZA
Serial Number:	87212352	NOURISH YOUR EYES
Serial Number:	87248377	NOURISH YOUR EYES
Serial Number:	87023040	PIMDELSA
Serial Number:	87023047	RALIDAZ
Serial Number:	87023257	REALEYEZ
Serial Number:	87023076	RYDUO
Serial Number:	87163098	SCLERALFIL
Serial Number:	87165646	SCLERALSEPT
Serial Number:	87083747	SMARTCOAT
Serial Number:	86455451	SPECTRUS
Serial Number:	87182272	TRASER
Serial Number:	87023053	TUVOLIN
Serial Number:	87023235	VICTUS VERAFIT
Serial Number:	87023059	VIVRIA
Serial Number:	87023067	VYDUA
Serial Number:	87023079	XUBRIIO
Serial Number:	87208043	ZEN
Serial Number:	87022979	ZENAGLO
Serial Number:	87023084	ZENDUA
Serial Number:	87023090	ZENDUET
Serial Number:	87208035	ZENLENS

CORRESPONDENCE DATA

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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 SW TM VPL
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	07/19/2017

Total Attachments: 8

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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.

**VALEANT PHARMACEUTICALS
LUXEMBOURG S.a.r.l.**

By:


Name: MARINA ITINA
Title: Manager D

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

By: Joellen F. McNamara

Name:

Title:

Joellen F. McNamara
Vice President

VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.

SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Applicati on Date	Current App lication Num ber	Current Re gistration D ate	Current Re gistration Number
ALTRENO	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87022985		
APLENZIN	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Registered	10/16/2008	77594316	7/7/2009	3650117
BALINRA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87022991		
BRIJUVA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023030		
CLINDA-PAK	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	12/15/2016	87270537		
DELBRI	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87022958		
DUATRIA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023038		
DUOBRII	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87022970		
ELIREZE	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023082		
ERYTHRO-PAK	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	11/2/2016	87224349		
GEMDUA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87022997		
GUT GUY	United States	VALEANT PHARMACEUTICALS	Filed	8/17/2015	86726608		

		LUXEMBOURG S.a.r.L.					
GUT GUY DESIGN (WAVING)	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	8/17/2015	86726661		
JEMDEL	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023025		
KERAPRO	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023241		
KERAPRO+	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023247		
KORIXA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023004		
LUMIIZA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023011		
NOURISH YOUR EYES	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	10/22/201 6	87212352		
NOURISH YOUR EYES	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	11/27/201 6	87248377		
PIMDELSA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023040		
RALIDAZ	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023047		
REALEYEZ	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023257		
RYDUO	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023076		
SCLERALFIL	United States	VALEANT PHARMACEUTICALS LUXEMBOURG	Filed	9/7/2016	87163098		

		S.a.r.L.					
SCLERALSEPT	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	9/9/2016	87165646		
SMARTCOAT	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	6/24/2016	87083747		
SPECTRUS	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	11/15/2014	86/455451		
TRASER	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	9/24/2016	87182272		
TUVOLIN	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023053		
VICTUS VERAFIT	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023235		
VIVRIA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023059		
VYDUA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023067		
XUBRIIO	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023079		
ZEN	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	10/19/2016	87208043		
ZENAGLO	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87022979		
ZENDUA	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	5/3/2016	87023084		
ZENDUET	United States	VALEANT PHARMACEUTICALS LUXEMBOURG	Filed	5/3/2016	87023090		

		S.a.r.L.					
ZENLENS	United States	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.L.	Filed	10/19/2016	87208035		