

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valeant Pharmaceuticals North America LLC		07/17/2017	Limited Liability Company: 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: 42			
Property Type	Number	Word Mark	
Registration Number:	2607719	ANCOBON	
Registration Number:	1423569	ANDROID	
Registration Number:	4227931	BEAUTIFUL PROOF	
Registration Number:	3360325	BEDOYECTA	
Registration Number:	3391734	BEDOYECTA*	
Registration Number:	2802394	BONTRIL	
Registration Number:	2879725	CAPITAL	
Registration Number:	3177756	CESAMET	
Registration Number:	3325766	CESAMET	
Registration Number:	538654	D.H.E. 45	
Registration Number:	3414505	DERMATIX	
Registration Number:	1819386	DIASTAT	
Registration Number:	2621546	EFUDEX	
Registration Number:	1117061	ELDOPAQUE	
Registration Number:	1117060	ELDOPAQUE-FORTE	
Registration Number:	1117062	ELDOQUIN	
Registration Number:	1184371	ELDOQUIN-FORTE	
Registration Number:	4231413	ÉMERGENCE	
TRADEMARK			

OP \$1065.00 2607719

Property Type	Number	Word Mark
Registration Number:	4332801	HA3
Registration Number:	4332802	HA3 TECHNOLOGY
Registration Number:	1437616	ICN
Registration Number:	2030043	INSTA-GLUCOSE
Registration Number:	3740429	KINERASE
Registration Number:	2306645	KINERASE
Registration Number:	3205902	KINERASE PRO + THERAPY
Registration Number:	719562	LIBRAX
Registration Number:	592950	MESTINON
Registration Number:	2048040	MIGRANAL
Registration Number:	569143	MYSOLINE
Registration Number:	3543028	OCEANSIDE PHARMACEUTICALS
Registration Number:	3543027	OCEANSIDE PHARMACEUTICALS
Registration Number:	607835	OXSORALEN
Registration Number:	1600285	OXSORALEN-ULTRA
Registration Number:	983706	PHRENILIN
Registration Number:	4298836	POTIGA
Registration Number:	4169191	PRO + THERAPY MD
Registration Number:	1587615	SPAG
Registration Number:	2029225	TASMAR
Registration Number:	1250147	TESTRED
Registration Number:	666500	TIMESPAN
Registration Number:	2855959	VIRAZOLE
Registration Number:	3073895	ZELAPAR

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 VPNA

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 07/19/2017

Total Attachments: 6

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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.

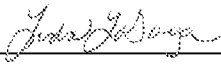
SECTION 5. Counterparts

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 NORTH
AMERICA LLC**

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

Valeant Pharmaceuticals North America LLC

SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
ANCOBON	United States	Valeant Pharmaceuticals North America LLC	Registered	11/21/2001	78094595	8/13/2002	2607719
ANDROID	United States	Valeant Pharmaceuticals North America LLC	Registered	4/17/1986	73593882	1/6/1987	1423569
BEAUTIFUL PROOF	United States	Valeant Pharmaceuticals North America LLC	Registered	6/1/2011	85977228	10/16/2012	4227931
BEDOYECTA	United States	Valeant Pharmaceuticals North America LLC	Registered	1/30/2007	77094549	12/25/2007	3360325
BEDOYECTA*	United States	Valeant Pharmaceuticals North America LLC	Registered	8/27/2007	77265568	3/4/2008	3391734
BONTRIL	United States	Valeant Pharmaceuticals North America LLC	Registered	12/9/2002	78/192513	1/6/2004	2802394
CAPITAL	United States	Valeant Pharmaceuticals North America LLC	Registered	10/17/2003	78/315060	8/31/2004	2879725
CESAMET	United States	Valeant Pharmaceuticals North America LLC	Registered	2/17/2004	78/368968	11/28/2006	3177756
CESAMET	United States	Valeant Pharmaceuticals North America LLC	Registered	9/16/2004	78485067	10/30/2007	3325766
D.H.E. 45	United States	Valeant Pharmaceuticals North America LLC	Registered	11/8/1949	71587508	2/27/1951	538654
DERMATIX	United States	Valeant Pharmaceuticals North America LLC	Registered	10/14/2003	78313624	4/22/2008	3414505
DIASTAT	United States	Valeant Pharmaceuticals North America LLC	Registered	4/3/1992	74/262163	2/1/1994	1819386
EFUDEX	United States	Valeant Pharmaceuticals North America LLC	Registered	11/14/2001	78/093291	9/17/2002	2621546
ELDOPAQUE	United States	Valeant Pharmaceuticals North America LLC	Registered	5/26/1977	73128107	5/1/1979	1117061
ELDOPAQUE-FORTE	United States	Valeant Pharmaceuticals North America LLC	Registered	5/31/1977	73-127178	5/1/1979	1117060
ELDOQUIN	United States	Valeant Pharmaceuticals North America LLC	Registered	5/26/1977	73128108	5/1/1979	1117062
ELDOQUIN-Forte	United States	Valeant Pharmaceuticals North America LLC	Registered	5/21/1979	73-216339	1/5/1982	1184371
EMERGENCE	United States	Valeant Pharmaceuticals North America LLC	Registered	12/21/2011	85500855	10/23/2012	4231413
HA3	United States	Valeant Pharmaceuticals North America LLC	Registered	3/12/2012	85567298	5/7/2013	4332801
HA3 Technology	United States	Valeant Pharmaceuticals North America LLC	Registered	3/12/2012	85567448	5/7/2013	4332802
ICN & Design	United States	Valeant Pharmaceuticals North America LLC	Registered	9/30/1985	73560695	4/28/1987	1437616
INSTA-GLUCOSE	United States	Valeant Pharmaceuticals North America LLC	Registered	12/21/1995	75/035429	1/14/1997	2030043
KINERASE	United States	Valeant Pharmaceuticals North America LLC	Registered	9/10/2007	77276020	1/19/2010	3740429

	States	North America LLC					
KINERASE	United States	Valeant Pharmaceuticals North America LLC	Registered	9/23/1998	75-557478	1/4/2000	2306645
KINERASE PRO + THERAPY	United States	Valeant Pharmaceuticals North America LLC	Registered	3/31/2006	78851795	2/6/2007	3205902
LIBRAX	United States	Valeant Pharmaceuticals North America LLC	Registered	2/20/1961	72/113999	8/8/1961	719562
MESTINON	United States	Valeant Pharmaceuticals North America LLC	Registered	11/3/1953	71655783	7/27/1954	592950
MIGRANAL	United States	Valeant Pharmaceuticals North America LLC	Registered	6/16/1993	74/403322	3/25/1997	2048040
MYSOLINE	United States	Valeant Pharmaceuticals North America LLC	Registered	10/19/1951	71620216	1/13/1953	569143
OceanSide Pharmaceuticals	United States	Valeant Pharmaceuticals North America LLC	Registered	4/1/2008	77437271	12/9/2008	3543028
OceanSide Pharmaceuticals & Design	United States	Valeant Pharmaceutical North America LLC	Registered	4/1/2008	77437243	12/9/2008	3543027
OXSORALEN	United States	Valeant Pharmaceuticals North America LLC	Registered	12/1/1953	71657204	6/28/1955	607835
OXSORALEN ULTRA	United States	Valeant Pharmaceuticals North America LLC	Registered	5/15/1989	73799841	6/12/1990	1600285
PHRENILIN	United States	Valeant Pharmaceuticals North America LLC	Registered	2/28/1972	72/416729	5/14/1974	983706
POTIGA	United States	Valeant Pharmaceuticals North America LLC	Registered	6/21/2011	85351644	3/5/2013	4298836
PRO + THERAPY MD	United States	Valeant Pharmaceuticals North America LLC	Registered	6/10/2011	85343669	7/3/2012	4169191
SPAG	United States	Valeant Pharmaceuticals North America LLC	Registered	1/23/1989	73776084	3/20/1990	1587615
TASMAR	United States	Valeant Pharmaceuticals North America LLC	Registered		74647188		2029225
TESTRED	United States	Valeant Pharmaceuticals North America LLC	Registered	7/2/1982	73-372864	9/6/1983	1250147
TIMESPAN	United States	Valeant Pharmaceuticals North America LLC	Registered	7/16/1957	72033811	9/2/1958	666500
VIRAZOLE	United States	Valeant Pharmaceuticals North America LLC	Registered	3/10/2003	78/223764	6/22/2004	2855959
ZELAPAR	United States	Valeant Pharmaceuticals North America LLC	Registered	8/16/2001	76301259	3/28/2006	3073895