

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRECISION DERMATOLOGY, INC.		07/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon		
<b>Street Address:</b>	101 Barclay Street		
<b>Internal Address:</b>	Floor 7E		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4015126	CCX CELFIX COSMECEUTICALS	
<b>Registration Number:</b>	4023767	AURSTAT	
<b>Registration Number:</b>	4247520	BEYOND CLEAR	
<b>Registration Number:</b>	4247519	BEYOND CLEAR	
<b>Registration Number:</b>	4444395	CELFIX DNA	
<b>Registration Number:</b>	4167822	CLARIFOAM	
<b>Registration Number:</b>	3420280	CLARIFOAM	
<b>Registration Number:</b>	3525572	DELEVO	
<b>Registration Number:</b>	4085250	ELAYDA	
<b>Registration Number:</b>	3453187	EYE SILK	
<b>Registration Number:</b>	4106863	HYTRATE	
<b>Registration Number:</b>	3263153	KERAFOAM	
<b>Registration Number:</b>	877677	MINOCIN	
<b>Registration Number:</b>	4569995	ONSET DERMASCRIPTS	
<b>Registration Number:</b>	4569996	ONSET DERMASCRIPTS	
<b>Registration Number:</b>	4247130	PRECISION MD	
<b>Registration Number:</b>	4339421	PRECISION MD	
<b>Registration Number:</b>	4003504	RELASTIN	
<b>TRADEMARK</b>			

OP \$565.00 4015126

Property Type	Number	Word Mark
Registration Number:	3750739	RELASTIN
Registration Number:	3320517	T3
Registration Number:	3320516	T3
Registration Number:	3525573	THE SCIENCE OF COMPLIANCE

**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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	F171430 Precision
<b>NAME OF SUBMITTER:</b>	Emily Ohannessian
<b>SIGNATURE:</b>	/Emily Ohannessian/
<b>DATE SIGNED:</b>	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.

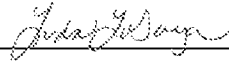
**SECTION 5. Counterparts**

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.

**PRECISION DERMATOLOGY, 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

## PRECISION DERMATOLOGY, INC

## SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Application Date	Current Application Number	Current Registration Date	Current Registration Number
CCX CELFIX COSMECEUTICALS AND DESIGN	United States	PRECISION DERMATOLOGY, INC	Registered	10/18/2010	85155498	8/23/2011	4015126
AURSTAT	United States	PRECISION DERMATOLOGY, INC.	Registered	7/29/2010	85095636	9/6/2011	4023767
BEYOND CLEAR	United States	PRECISION DERMATOLOGY, INC.	Registered	4/20/2012	85603833	11/20/2012	4247520
BEYOND CLEAR	United States	PRECISION DERMATOLOGY, INC.	Registered	4/20/2012	85603828	11/20/2012	4247519
CELFIX DNA	United States	PRECISION DERMATOLOGY, INC.	Registered	12/13/2011	85494296	12/3/2013	4444395
CLARIFOAM	United States	PRECISION DERMATOLOGY, INC.	Registered	11/8/2011	85466794	7/3/2012	4167822
CLARIFOAM	United States	PRECISION DERMATOLOGY, INC.	Registered	2/14/2006	78814375	4/29/2008	3420280
DELEVO	United States	PRECISION DERMATOLOGY, INC.	Registered	1/23/2008	77378481	10/28/2008	3525572
ELAYDA	United States	PRECISION DERMATOLOGY, INC.	Registered		85301971		4085250
EYE SILK	United States	PRECISION DERMATOLOGY, INC.	Registered	10/24/2007	77312244	6/24/2008	3453187
HYDRATE	United States	PRECISION DERMATOLOGY, INC.	Registered		85301979		4106863
KERAFOAM	United States	PRECISION DERMATOLOGY, INC.	Registered	2/14/2006	78814398	7/10/2007	3263153
MINOCIN	United States	PRECISION DERMATOLOGY, INC.	Registered	10/17/1968	72309825	9/30/1969	877677
ONSET DERMASCRIPTS	United States	PRECISION DERMATOLOGY, INC.	Registered	9/27/2013	86076670	7/15/2014	4569995
ONSET DERMASCRIPTS	United States	PRECISION DERMATOLOGY,	Registered	9/27/2013	86077154	7/15/2014	4569996

S AND DESIGN		INC.					
PRECISION MD	United States	PRECISION DERMATOLOGY, INC.	Registered	9/13/2011	85421332	11/20/2012	4247130
PRECISION MD	United States	PRECISION DERMATOLOGY, INC.	Registered	9/13/2011	85421328	5/21/2013	4339421
RELASTIN	United States	PRECISION DERMATOLOGY, INC.	Registered	4/26/2010	85023244	7/26/2011	4003504
RELASTIN	United States	PRECISION DERMATOLOGY, INC.	Registered	10/5/2005	78726916	2/16/2010	3750739
T3	United States	PRECISION DERMATOLOGY, INC.	Registered	10/6/2005	78727602	10/23/2007	3320517
T3 DESIGN	United States	PRECISION DERMATOLOGY, INC.	Registered	10/6/2005	78727600	10/23/2007	3320516
THE SCIENCE OF COMPLIANCE	United States	PRECISION DERMATOLOGY, INC.	Registered		77378486		3525573