

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECR Pharmaceuticals		09/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Amherst Pharmaceuticals		
Street Address:	15 Benedict Crescent		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3958019	ZOLPIMIST	
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:	7327734332		
Email:	iweisberg@amherstpharmaceuticals.com		
Correspondent Name:	Ira Weisberg		
Address Line 1:	15 Benedict Crescent		
Address Line 4:	Basking Ridge, NEW JERSEY 07920		
NAME OF SUBMITTER:	Ira Weisberg		
SIGNATURE:	/Ira Weisberg/		
DATE SIGNED:	10/12/2017		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), made effective as of September 18, 2017 (the "Effective Date"), is made by and between ECR Pharmaceuticals Co., Inc., a Delaware corporation ("Assignor" or "ECR") in favor of Amherst Pharmaceuticals, LLC, a Delaware limited liability ("Assignee").

WHEREAS, Assignor owns the trademark associated with U.S. Registration No. 3,958,019 for ZOLPIMIST, which was registered on May 10, 2011 in connection with pharmaceuticals for the treatment of insomnia in International Class 05 (the "Trademark") and the goodwill associated therewith (the "Goodwill");

WHEREAS, Assignor acquired the Trademark from Assignee's predecessor-in-interest, NovaDel Pharma Inc. ("NovaDel"), in accordance with the terms of that certain License and Distribution Agreement dated as of November 12, 2009 between NovaDel and ECR (the "License and Distribution Agreement");

WHEREAS, pursuant to Section 9.3.1(b) of the License and Distribution Agreement, ECR is obligated to assign the Trademark to Assignee upon termination of the License and Distribution Agreement; and

WHEREAS, in view of the termination of the License and Distribution Agreement, which was effected by Assignee pursuant to a notice of termination dated October 1, 2014, Assignor desires to transfer all of Assignor's right, title and interest in the Trademark and Goodwill to Assignee;

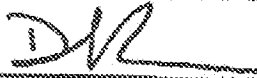
NOW, THEREFORE, in consideration of the Assignor's obligations under the License and Distribution Agreement, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignment. Assignor does hereby grant, convey, sell, transfer and assign unto Assignee, its successors and assigns: (a) all right, title and interest held by Assignor in the Trademark and Goodwill; and (b) all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present or future infringement of said Trademark or injury to said Goodwill, together with the right to sue or recover the same.

2. Further Assurances. Assignor agrees to execute, acknowledge and deliver all such additional documents, and to do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate to more fully and effectively to carry out the purposes and intent of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized officer as of the Effective Date.

ECR Pharmaceuticals Co., Inc.,

By: 
Name: Alex Matheson
Title: Secretary

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) is entered into as of October 10, 2017 by Barclays Bank PLC, a public limited company with offices located at 745 Seventh Avenue, New York, New York 10019, as Collateral Agent for the Secured Parties (in its capacity as successor agent to Goldman Sachs Lending Partners LLC (“Goldman”)) (the “Assignor”), in favor of ECR Pharmaceuticals Company, Inc., a Delaware corporation with a registered office located at 1209 Orange Street, Wilmington, Delaware 19801 (the “Assignee”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Pledge and Security Agreement or Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of February 13, 2012, as amended by Amendment No. 1, dated as of March 6, 2012, by Amendment No. 2, dated as of September 10, 2012, by Amendment No. 3, dated as of January 24, 2013, by Amendment No. 4, dated as of February 21, 2013, by Amendment No. 5, dated as of June 6, 2013, by Amendment No. 6, dated as of June 26, 2013, by Amendment No. 7, dated as of September 17, 2013, by Amendment No. 8, dated as of December 20, 2013 by the Successor Agent Agreement, Amendment No. 9, dated as of January 8, 2015, Amendment No. 10, dated as of March 5, 2015, Amendment No. 11, dated as of May 29, 2015, by Amendment No. 12 and Waiver, dated as of April 11, 2016, by Amendment No. 13, dated as of August 23, 2016, by Amendment No. 14 dated as of March 21, 2017, by Amendment No. 15, dated as of March 28, 2017, and as further supplemented by the Joinder Agreements, dated as of June 14, 2012, July 9, 2012, September 11, 2012, October 2, 2012, December 11, 2012, each of the Joinder Agreements dated as of August 5, 2013, and each of the Joinder Agreements dated as of February 6, 2014, by the Joinder Agreements, each dated as of January 22, 2015 and by the Joinder Agreements, each dated as of April 1, 2015 (as it may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Valeant Pharmaceuticals International, Inc., a corporation continued under the laws of the Province of British Columbia (“VPII”), certain subsidiaries of VPII, as guarantors, the lenders from time to time party thereto, the Assignor and the others party thereto; (ii) that certain Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), between the Assignee and the other grantors party thereto and the Assignor; and (iii) that certain Trademark Security Agreement, dated as of July 1, 2015 between the Assignor (as collateral agent) and the Assignee and other grantors party thereto (the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Assignee granted to the Assignor, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Assignee’s right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Assignee or in which the Assignee then had or thereafter acquired 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 to the Trademark Security Agreement, (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 then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2015 at Reel 005568, Frame 0976;

WHEREAS, pursuant to that certain Officer's Certificate dated as of September [], 2017 (the "Certificate"), VPPII certified to the Assignor that the Assignee sold the trademark set forth on Schedule I hereto (the "Specified Trademark"), which transfer has been consummated by the Assignee and the transferee as of [], as provided in the Certificate; and

WHEREAS, the Assignor, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to terminate and release its security interest solely in the Specified Trademark and Specified Trademark Collateral (as defined below) related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, on behalf of itself, its successors, legal representatives and assigns and any lenders for which the Assignor acted as security or collateral agent, hereby unconditionally terminates, releases, discharges and reassigns to the Assignee fully, without representation, warranty or recourse, its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under (i) the Specified Trademark, (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 or the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (but excluding, for the avoidance of doubt, Proceeds from the transfer by the Assignee of the Specified Trademark as referenced in the Certificate), and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Specified Trademark Collateral").

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office ("USPTO") and any

other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Assignor authorizes and requests that the USPTO record this Release.

The Assignor shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, and at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

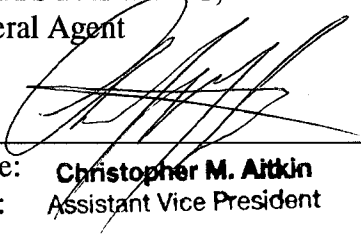
For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Trademark Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all of the Assignee's right, title and interest in, to and under all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Trademark Security Agreement and the Pledge and Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE 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.**

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IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: **Christopher M. Aitkin**
Title: **Assistant Vice President**

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademark

Title	Registration No.	Registration Date	Owner
ZOLPIMIST	3,958,019	05/10/2011	ECR Pharmaceuticals Company, Inc.

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) is entered into as of October 10, 2017 by 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 “Assignor”), in favor of ECR Pharmaceuticals Company, Inc., a Delaware corporation with a registered office located at 1209 Orange Street, Wilmington, Delaware 19801 (the “Assignee”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Pledge and Security Agreement or Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain 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 Assignor, (ii) that certain U.S. Pledge and Security Agreement, dated as of March 21, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), between the Assignee and the other grantors party thereto and the Assignor; and (iii) that certain Trademark Security Agreement, dated as of July 17, 2017 between the Assignor (as collateral agent) and the Assignee (the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Assignee granted to the Assignor, for the benefit of the First Lien Notes Secured Parties, a security interest in and continuing lien on all of the Assignee’s right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Assignee or in which the Assignee then had or thereafter acquired 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.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2015 at Reel 006111, Frame 0196;

WHEREAS, the Assignor, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to terminate and release its security interest solely in the Specified Trademark and Specified Trademark Collateral (as defined below) related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under (i) the Specified Trademark, (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 or the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (but excluding, for the avoidance of doubt, Proceeds from the transfer by the Assignee of the Specified Trademark as referenced in the Certificate), and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Specified Trademark Collateral").

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office ("USPTO") and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Assignor authorizes and requests that the USPTO record this Release.

The Assignor shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, and at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Trademark Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all of the Assignee's right, title and interest in, to and under all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Trademark Security Agreement and the Pledge and Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
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ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK
WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

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IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE BANK OF NEW YORK
MELLON,
as Collateral Agent

By: 
Name: **Ariene Thelwell**
Title: **Vice President**

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademark

Title	Registration No.	Registration Date	Owner
ZOLPIMIST	3,958,019	05/10/2011	ECR Pharmaceuticals Company, Inc.