

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valeant Canada LP		12/19/2017	Corporation: CANADA
Valeant Canada GP Limited		12/19/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Exzell Pharma Inc.		
Street Address:	100 Spy Court		
City:	Markham, Ontario		
State/Country:	CANADA		
Postal Code:	L3R 5H6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3350347	SWISS NATURAL SOURCES	
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:	612-915-9636		
Email:	jurzedowski@bitlaw.com		
Correspondent Name:	James M. Urzedowski		
Address Line 1:	225 South 6th Street		
Address Line 2:	Suite 1750		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	James M. Urzedowski		
SIGNATURE:	/James M. Urzedowski/		
DATE SIGNED:	05/31/2018		
Total Attachments: 7			
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TRADEMARK, DOMAIN AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark, Domain and Copyright Assignment (this “**Assignment**”) is entered into this 19th day of December, 2017 (“**Assignment Effective Date**”), by and among Valeant Canada LP, a Quebec limited partnership, by its general partner, Valeant Canada GP Limited (“**Assignor**”), and Exzell Pharma Inc., a corporation incorporated under Ontario law (“**Assignee**”). Each of Assignors and Assignee is sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, Assignors wish to sell, convey, transfer, assign and deliver to the Assignee all of Assignors’ rights, titles, and interests in, to and under all: (i) registered or unregistered trademarks, service marks, trade dress, logos, trade names and corporate names, business, corporate and product names and slogans relating to Assignor’s Swiss Natural® line of natural health products (“**Trademarks**”) including the ones set forth in Schedule A; (ii) internet domains names and registrations and other digital assets (“**Domains Names**”) set forth in Schedule A; and (iii) copyrights, copyrightable works and works of authorship relating to Assignor’s Swiss Natural® line of natural health products (“**Copyrights**”), including the one set forth in Schedule A, together with all of the goodwill associated with the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in, to and under the Trademarks, Domains and Copyrights, together with all of the goodwill associated with the foregoing, including but not limited to, any and all legal actions and rights and remedies at law or in equity for past infringements of the Trademarks, Domains and Copyrights, and all rights to file for and maintain registrations for the Trademarks, Domains and Copyrights, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives, as fully and entirely as would have been held and enjoyed by Assignors if this Agreement had not been made.
2. The Assignor will provide access and password information for the Domain Names so that the Assignee may take control of the Domain Names.
3. This Assignment is made for the sole benefit of the Parties hereto and their respective successors executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.
4. This Assignment shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions (whether of the Province of Ontario or any other jurisdiction) that could cause the application of the laws of any jurisdiction other than the Province of Ontario. Each of the Parties hereto submits to the exclusive jurisdiction and venue of the courts of the Province of Ontario, in any action of proceeding arising out of or relating to this Assignment.
5. The Assignor shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the Assignee may reasonably require for the purposes of giving effect to this Agreement.
6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signature delivered by facsimile or email transmission shall be of the same force and effect as if such facsimile or email signature were an original.

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IN WITNESS WHEREOF, the Parties hereto have executed this Trademark, Domain and Copyright Assignment Agreement effective as of the Assignment Effective Date.

ASSIGNORS:

VALEANT CANADA LP, by its
general partner, VALEANT CANADA
GP LIMITED

By: 
Name: _____
Title: _____

*Reviewed
by legal*

ASSIGNEE:

EXZELL PHARMA INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark, Domain and Copyright Assignment Agreement effective as of the Assignment Effective Date.


ASSIGNORS:

VALEANT CANADA LP, by its
general partner, VALEANT CANADA
GP LIMITED

By: _____
Name:
Title:

ASSIGNEE:

EXZELL PHARMA INC.

By:  _____
Name: Pardeep Nijhawan
Title: Director

Schedule A

Copyright

Title	Country	Current Owner	Status	Current Registration	Registration Number
SWISS NATURAL SOURCES LOGO	Canada	Valeant Pharmaceuticals International, Inc.	Registered	05/18/2004	1020736

Product Domains and Digital Assets

Domain Name/Social Media Account	Associated Product
swissnatural.com	All Products
https://www.facebook.com/SwissNatural/	All Products
https://twitter.com/Swiss_Natural	All Products

Trademarks

Mark Name	Country	Current Owner	Status	Current Application	Current Application	Current Registration	Registration Number
5' STRAIN DOPHILUS	Canada	Valeant Canada LP	Registered	8/12/2008	1407075	10/26/2009	TMA751112
ACID REDUXE	Canada	Valeant Canada LP	Registered	9/11/2009	1451394	8/12/2010	TMA774285
ASSURANCE DE QUALITE TOTALE & DESIGN	Canada	Valeant Canada LP	Registered	6/29/2004	1222063	7/23/2009	TMA743979
ASTERISK DESIGN	Canada	Valeant Canada LP	Registered	4/3/2007	1342056	5/26/2008	TMA715213
BendeZ	Canada	Valeant Canada LP	Registered	12/14/2009	1462762	12/14/2010	TMA784794
CHILDREN'S CHOICE	Canada	Valeant Canada LP	Registered	8/25/1989	639335	12/14/1990	TMA377284
DAILY LEAN	Canada	Valeant Canada LP	Registered	6/2/2006	1303918	4/2/2008	TMA710797
DIRECTION CHANGEMENT	Canada	Valeant Canada LP	Registered	5/3/2010	1479490	8/30/2011	TMA805547
ENRICHISSEZ VOTRE VIE	Canada	Valeant Canada LP	Registered	3/9/2010	1472373	2/15/2011	TMA790709
ESSENTIEL MINCEUR	Canada	Valeant Canada LP	Registered	1/15/2003	1164772	4/6/2005	TMA636858
MAGICALCIUM	Canada	Valeant Canada LP	Registered	12/7/2007	1375102	12/17/2009	TMA755569
NATURAL HRT DESIGN	Canada	Valeant Canada LP	Registered	4/30/2001	1101366	3/15/2007	TMA683791
OMEGA PLUS 3-6-9 & DESIGN	Canada	Valeant Canada LP	Registered	7/15/2003	1184462	9/27/2005	TMA649094
PROBIOTIC AGE	Canada	Valeant Canada LP	Registered	7/3/2009	1443693	6/10/2010	TMA769310
ROUTE OF CHANGE	Canada	Valeant Canada LP	Registered	4/6/2010	1475655	5/9/2011	TMA796894
SIMPLE. SENSIBLE. SOLUTIONS	Canada	Valeant Canada LP	Registered	4/3/2007	1342058	3/30/2010	TMA762918

Mark Name	Country	Current Owner	Status	Current Application	Current Application	Current Registration	Registration Number
SIMPLE. SENSIBLE. SOLUTIONS & DESIGN	Canada	Valeant Canada LP	Registered	4/3/2007	1342064	3/30/2010	TMA762919
SLIM ESSENTIALS	Canada	Valeant Canada LP	Registered	12/31/2002	1163696	4/6/2005	TMA636871
SOLUTIONS	Canada	Valeant Canada LP	Registered	7/19/2006	1309666	9/9/2009	TMA747159
SOLUTIONS & DESIGN	Canada	Valeant Canada LP	Registered	7/30/2009	1446695	6/30/2010	TMA770982
SOLUTIONS SIMPLES. SENSÉES	Canada	Valeant Canada LP	Registered	4/3/2007	1342065	3/24/2010	TMA762483
SOLUTIONS SIMPLES. SENSÉES & DESIGN	Canada	Valeant Canada LP	Registered	4/26/2007	1345214	3/26/2010	TMA762689
SUPPLEMENT YOUR LIFE	Canada	Valeant Canada LP	Registered	1/22/2010	1466715	1/23/2012	TMA815886
SWISS COLD- TEK	Canada	Valeant Canada LP	Registered	7/22/2005	1265833	8/1/2006	TMA669094
SWISS CRANBERRY	Canada	Valeant Canada LP	Registered	10/3/2003	1192504	10/25/2004	TMA623401
SWISS KIDS CLUB	Canada	Valeant Canada LP	Registered	5/30/2011	1529726	6/6/2014	TMA879547
SWISS NATURAL	Canada	Valeant Canada LP	Registered	1/28/2010	1467564	12/21/2010	TMA785482
SWISS NATURAL	Canada	Valeant Canada LP	Registered	11/28/2013	1654132	3/4/2016	TMA930691
SWISS NATURAL & DESIGN	Canada	Valeant Canada LP	Registered	5/10/2010	1480460	2/25/2014	TMA872054
SWISS NATURAL ENRICHISSEZ & DESIGN	Canada	Valeant Canada LP	Registered	5/10/2010	1480462	2/25/2014	TMA872068
SWISS NATURAL HRT	Canada	Valeant Canada LP	Registered	9/28/2004	1231833	12/18/2007	TMA703501
SWISS NATURAL MELATONIN DISSOLVEZZ & Design	Canada	Valeant Canada LP	Registered	4/12/2013	1622465	11/25/2014	TMA890685
SWISS NATURAL SOURCES & DESIGN	Canada	Valeant Canada LP	Registered	1/20/2003	1165305	6/9/2004	TMA612442
SWISS NATURAL SOURCES & DESIGN	Canada	Valeant Canada LP	Registered	6/11/2003	1181040	6/8/2004	TMA612357
SWISS NATURAL SOURCES & DESIGN	Canada	Valeant Canada LP	Registered	7/14/2006	1309132	1/22/2008	TMA705155
SWISS NATURAL SOURCES DESIGN	Canada	Valeant Canada LP	Registered	7/29/2004	1225339	9/1/2005	TMA647228

Mark Name	Country	Current Owner	Status	Current Application	Current Application	Current Registration	Registration Number
SWISS NATURAL SOURCES NATURELLES & DESIGN	Canada	Valeant Canada LP	Registered	7/14/2006	1309156	10/1/2007	TMA697569
SWISS NATURAL SUPPLEMENT & DESIGN	Canada	Valeant Canada LP	Registered	5/10/2010	1480461	1/23/2012	TMA815888
SWISS NATUREL	Canada	Valeant Canada LP	Registered	2/4/2010	1468464	12/30/2010	TMA786082
SWISS PMS	Canada	Valeant Canada LP	Registered	11/26/2004	1238766	11/18/2005	TMA653023
SWISS SOURCES NATURELLES & DESIGN	Canada	Valeant Canada LP	Registered	11/14/1995	797050	2/17/1997	TMA471081
SWISS SOURCES NATURELLES & DESIGN	Canada	Valeant Canada LP	Registered	7/29/2004	1225341	8/31/2005	TMA647088
SWISS SOURCES NATURELLES & DESIGN	Canada	Valeant Canada LP	Registered	7/14/2006	1309133	1/22/2008	TMA705157
SWISS TOTAL ONE	Canada	Valeant Canada LP	Registered	10/3/2003	1192505	5/11/2007	TMA687620
swissolutions.ca	Canada	Valeant Canada LP	Registered	4/3/2007	1342066	3/24/2010	TMA762481
swissolutions.ca & Design	Canada	Valeant Canada LP	Registered	4/26/2007	1345212	5/16/2008	TMA714629
TOTAL QUALITY ASSURANCE & DESIGN	Canada	Valeant Canada LP	Registered	6/29/2004	1222062	7/23/2009	TMA743984
UTIELLE	Canada	Valeant Canada LP	Registered	1/15/2016	1763491	8/23/2017	TMA979167
SWISS (STYLIZED LETTERS)	United States	Valeant Canada LP	Registered	29/11/2004	78/523428	14/11/2006	3172232
SWISS (STYLIZED) & DESIGN	United States	Valeant Canada LP	Registered	08/11/2016	87229862	18/07/2017	5244636
SWISS HERBAL REMEDIES LTD.	Great Britain	Valeant Canada LP	Registered	29/07/2005	2398127	13/04/2007	2398127
SWISS HERBAL SOURCES	Republic of Korea	Valeant Pharmaceuticals International, Inc.	Registered	14/05/2007	4020070026037	12/06/2008	4020080007358
SWISS NATURAL	The European Union	Valeant Canada LP	Registered	22/11/2013	012336863	11/04/2014	012336863
SWISS NATURAL	United States	Valeant Canada LP	Registered	24/08/2010	85/114414	14/05/2013	4335228
SWISS NATURAL	United States	Valeant Canada LP	Registered	28/05/2013	85/944291	21/01/2014	4469849
SWISS NATURAL & Flower Design	Taiwan	Valeant Canada LP	Filed	11/08/2014	103046162		
SWISS NATURAL SOURCES &	Iran	Swiss Herbal Remedies Ltd.	Registered	25/05/2004	115109	25/05/2004	115109

Mark Name	Country	Current Owner	Status	Current Application	Current Application	Current Registration	Registration Number
DESIGN							
SWISS NATURAL SOURCES & DESIGN	Iran	Swiss Herbal Remedies Ltd.	Registered	25/07/2006	140539	25/07/2006	140539
SWISS NATURAL SOURCES & DESIGN	Iran	Swiss Herbal Remedies Ltd.	Registered	21/10/2004	115110	21/10/2004	115110
SWISS NATURAL SOURCES & DESIGN	Taiwan	Valeant Pharmaceuticals International, Inc.	Registered	14/09/2007	096044085	02/03/2009	1351555
SWISS NATURAL SOURCES & DESIGN	The European Union	Valeant Canada LP	Registered	27/08/2004	4006144	30/11/2006	4006144
SWISS NATURAL SOURCES & DESIGN	The European Union	Valeant Canada LP	Registered	18/07/2006	5204177	11/07/2007	5204177
SWISS NATURAL SOURCES & DESIGN	The European Union	Valeant Canada LP	Registered	27/08/2004	4006136	17/01/2007	4006136
SWISS NATURAL SOURCES & DESIGN	United Arab Emirates	Swiss Herbal Remedies Ltd.	Registered	25/05/2004	87745	25/05/2004	87745
SWISS NATURAL SOURCES & DESIGN	United States	Valeant Canada LP	Registered	12/07/2006	78/927792	04/12/2007	3350347
SWSS HERBAL SOURCES	Republic of Korea	Valeant Pharmaceuticals International, Inc.	Registered	14/08/2008	4020080040043	25/09/2009	40-0813939
SWSS HERBAL SOURCES	Republic of Korea	Valeant Pharmaceuticals International, Inc.	Registered	20/02/2007	4020070009575	08/05/2008	400747362
SWSS NATURAL & Flower Design	Malaysia	Valeant Canada LP	Filed	25/08/2014	2014062479		
TOTAL ONE	India	Swiss Herbal Remedies Ltd.	Filed	01/01/2008	1636826		
Swiss Natural Sources and Design	United Arab Emirates	Valeant Canada LP	Registered	25/05/2004	61033		
Swiss Natural Sources and Design	United Arab Emirates	Swiss Herba Remedies Ltd.	Published	25/05/2004	61034		

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RECORDED: 05/31/2018

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