

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Dermatology, Inc.		03/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bausch Health Ireland Limited		
Street Address:	3013 Lake Drive		
Internal Address:	Citywest Business Campus		
City:	DUBLIN		
State/Country:	IRELAND		
Postal Code:	24		
Entity Type:	Limited Company: IRELAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3525859	TETRIX	
Registration Number:	3786119	BENZEFOAM	
Registration Number:	4003813	BENZEFOAM ULTRA	
Serial Number:	87640531	BENZEFOAM ULTRA SHORT CONTACT FOAM	
Registration Number:	3999238	HYLATOPIC PLUS	
Registration Number:	3994954	HYLATOPICPLUS EMOLLIENT FOAM	
CORRESPONDENCE DATA			
Fax Number:	5853380015		
<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:	949-788-6000		
Email:	matthew.marshall@valeant.com		
Correspondent Name:	Matthew Marshall		
Address Line 1:	50 Technology Dr.		
Address Line 4:	IRVINE, CALIFORNIA 92618		
ATTORNEY DOCKET NUMBER:	BIRL		
NAME OF SUBMITTER:	Matthew Marshall		
SIGNATURE:	/matthew marshall/		

CH \$165.00 3525859

DATE SIGNED:	05/06/2019
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), is made as of March 18, 2019 (the “**Effective Date**”), by and between Bausch Health Ireland Limited (formerly known as Valeant Pharmaceuticals Ireland Limited), a corporation organized and existing under the laws of Ireland (“**Assignee**”) and Encore Dermatology, Inc., a corporation duly organized and existing under the laws of the State of Delaware (“**Assignor**”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of its rights, title and interest into and to the Acquired Intellectual Property Rights, as set forth on Schedule A hereto; and

WHEREAS, this Agreement is being entered into in connection with the Closing of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the Purchase Agreement.

2. Effective as of the Closing, subject to the terms and limitations set forth in the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in the Territory in and to the Acquired Intellectual Property Rights, together with all goodwill connected with the use thereof and symbolized thereby, including, without limitation, all rights to (i) enforce, and bring actions for all past, present and future infringement or violation of the Acquired Intellectual Property Rights, seek damages, profits, injunctive relief, costs, and other remedies on account thereof, and to settle, and collect and retain the proceeds therefrom, (ii) collect royalties and other payments under or on account of any of the Acquired Intellectual Property Rights, and (iii) apply for, file, register, maintain, extend, or renew same, and seek protection therefor, and to transfer same and grant licenses and other rights with respect thereto.

3. Assignor and Assignee hereby agree to execute such other documents and perform such further acts as may be reasonably required or advisable to carry out the provisions hereof and the transactions contemplated hereby.

4. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations set forth in the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern.

5. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Purchase Agreement and the laws of the state of New York, without giving effect to the principles of conflicts of law thereof.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

BAUSCH HEALTH IRELAND LIMITED

By: 
Name: Michael Kennan
Title: Director

ENCORE DERMATOLOGY, INC.

By: _____
Name:
Title:

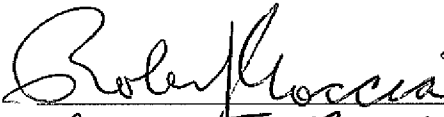
[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the authorized officers of Assignor and Assignee as of the date first above written.

BAUSCH HEALTH IRELAND LIMITED

By: _____
Name:
Title:

ENCORE DERMATOLOGY, INC.

By: 
Name: Robert J. Moccia
Title: CEO

Schedule A

Acquired Intellectual Property Rights

Trademarks

Trademark	Country	Filing Date	Filing number	Registration Date	Registration Number
TETRIX	USA	April 6, 2006	78856102	October 28, 2008	3525859
BENZEFOAM	USA	June 15, 2009	77759789	May 4, 2010	3786119
BENZEFOAM ULTRA	USA	July 27, 2010	85093726	July 26, 2011	4003813
BENZEFOAM ULTRA SHORT CONTACT FOAM	USA	Oct 10, 2017	87640531	N/A	N/A
HYLATOPIC PLUS	USA	April 7, 2010	85008003	July 19, 2011	3999238
HYLATOPICPLUS EMOLLIENT FOAM	USA	May 11, 2010	85034933	July 12, 2011	3994954

Domain Names

Domain Name	Registrar	Expiration Date
benzefoam.com	EasyDNS	June 15, 2015
mybenzefoam.com	MarkMonitor	January 5, 2017
benzefoamultra.com	EasyDNS	September 27, 2015
hylatopic.com	MarkMonitor	June 29, 2017
hylatopiccoupon.com	MarkMonitor	January 23, 2017
hylatopicplus.com	MarkMonitor	September 27, 2017
tetrixcream.com	MarkMonitor	May 30, 2015
tetrixforhands.com	MarkMonitor	May 30, 2015
tetrixrx.com	MarkMonitor	May 30, 2015