

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergy Pharmaceuticals Inc.		03/06/2019	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: 4			
Property Type	Number	Word Mark	
Registration Number:	5562324	POOP TROOP	
Registration Number:	5073973	SYNERGY PHARMACEUTICALS	
Registration Number:	5242709	TRULANCE	
Registration Number:	5349314	TRULANCE	
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:	9497886000		
Email:	trademarks@bausch.com,matthew.marshall@bauschhealth.com,BLTrademarks@bau		
Correspondent Name:	Robert Gorman		
Address Line 1:	1400 N. Goodman Street		
Address Line 4:	Rochester, NEW YORK 14609		
ATTORNEY DOCKET NUMBER:	VIRL		
NAME OF SUBMITTER:	Matthew Marshall		
SIGNATURE:	/matthew marshall/		
DATE SIGNED:	05/24/2019		
Total Attachments: 8			

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TRADEMARK ASSIGNMENT AGREEMENT – UNITED STATES

THIS TRADEMARK PROPERTY ASSIGNMENT AGREEMENT – UNITED STATES, dated as of March 6, 2019 (this “Agreement”), is made by and among Bausch Health Ireland Limited, a private limited company organized under the laws of Ireland (the “Assignee”), and Synergy Pharmaceuticals Inc., a Delaware corporation (the “Parent”), and its wholly-owned subsidiary, Synergy Advanced Pharmaceuticals, Inc., a Delaware corporation (“SF Sub”) (each of the Parent and SF Sub, an “Assignor” and collectively, the “Assignors”). Each of the Assignee and the Assignors are referred to individually herein as a “Party” and collectively as the “Parties.” Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS:

WHEREAS, the Assignee and the Assignors have entered into that certain Asset Purchase Agreement, dated as of December 11, 2018, as amended and restated on January 4, 2019 (as further amended, restated, supplemented or otherwise modified from time to time, the “Asset Purchase Agreement”); and

WHEREAS, this Agreement is made and delivered pursuant to the terms and subject to the conditions set forth in the Asset Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement, and in consideration of the representations, warranties, covenants and agreements set forth therein, the Parties hereto agree as follows:

1. Acquired Trademarks. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably and unconditionally sell, transfer, assign, convey, and deliver to the Assignee and its successors and permitted assigns, forever, and the Assignee accepts and acquires from the Assignors all of the Assignors’ right, title, and interest (of every nature, kind, and description, tangible or intangible, whether real, personal, or mixed, whether accrued, contingent, or otherwise, wherever located), in each case free and clear of any and all Encumbrances (other than Permitted Post-Closing Encumbrances) in, to, and under all of Seller’s right, title and interest in and to those trademark registrations and applications set forth on Schedule I hereto (the “Acquired Trademarks”), including (i) any goodwill owned by the Assignors associated with and symbolized by the Acquired Trademarks and all common law rights related thereto, (ii) all of Assignors’ rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, (iii) all causes of action (whether in law or in equity) with respect thereto, and (iv) the right to sue, counterclaim, and recover for past, present and future infringement of the Acquired Trademarks.

2. Further Assurances. This Agreement has been executed and delivered by the Assignors with the agreement that the same may be recorded with the United States Patent and Trademark Office and with other applicable governmental entity or registrar in other

jurisdictions outside the United States. From time to time hereafter, and without further consideration, each of the Assignors, the Assignee, and their respective successors and permitted assigns, covenant and agree that each of the Assignors, the Assignee, and their respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as the other Party may reasonably request to effect, consummate, confirm, or evidence the transfer to the Assignee, its successors, and permitted assigns of the Acquired Trademarks in accordance with the foregoing. Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation) as are reasonably requested by Assignee to effect, record, register or maintain this Assignment and/or the rights assigned herein. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office and respective foreign patent and trademark offices to record this Agreement and record Assignee as the owner of the Acquired Trademarks and to issue any and all Acquired Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same.

3. Power of Attorney. The Assignors hereby constitute and appoint the Assignee as the Assignors' true and lawful attorney in fact, with full power of substitution in the Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights more effectively in the Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. The Assignors hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

4. Notices. All notices, requests, claims, demands or other communications hereunder to any Party shall be given in the manner set forth in the Asset Purchase Agreement. Any Party may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other Parties in accordance with the Asset Purchase Agreement.

5. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

6. Effectiveness. This Agreement shall be effective as of the Closing Date pursuant to the terms of the Asset Purchase Agreement.

7. Amendments; Waivers. This Agreement may not be waived, altered, amended or modified except by an instrument in writing signed by, or on behalf of each of the Parties hereto.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

9. Governing Law; Submission of Jurisdiction; Waiver of Jury Trial. With regard to patent, trademark and copyright issues, this Agreement shall be governed by and construed in

accordance with the federal Laws of the United States. For all other matters, this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the rules of conflict of Laws of the State of Delaware or any other jurisdiction. Each of the Parties irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), provided, however, that if the Chapter 11 Case has been closed and/or the Bankruptcy Court declines jurisdiction, each of the Parties agree to and hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the United States District Court sitting in Wilmington, Delaware. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any such litigation in any such court. Each Party hereby consents to service of process in the manner set forth in Section 4. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.


10. Third Parties. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns and shall not be binding upon, inure to the benefit of, or be enforceable by any other party.

[Signature Pages Follow]

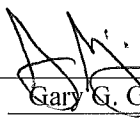
IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNORS:

SYNERGY PHARMACEUTICALS INC.

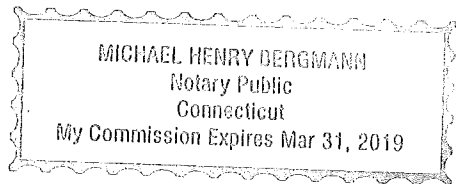
By: 
Name: Gary G. Gemignani
Title: EVP and Chief Financial Officer


SYNERGY ADVANCED PHARMACEUTICALS, INC.

By: 
Name: Gary G. Gemignani
Title: EVP and Chief Financial Officer

STATE OF Connecticut)
COUNTY OF Fairfield) : ss.: Dorien

On this 4th day of March 2019, before me personally appeared Gary G. Gemignani, in his/her capacity as EVP and CFO of Synergy Pharmaceuticals Inc., and Gary G. Gemignani in his/her capacity as EVP and CFO of Synergy Advanced Pharmaceuticals, Inc., who each proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to or who executed the foregoing instrument in his authorized capacity, and who duly acknowledged to me that execution of the same is his/her own free act and deed and made with appropriate authority.




Notary Public

My Commission Expires: 03/31/2019


[Notary Seal]

[Signature Page to TM Assignment – United States]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNEE:

**BAUSCH HEALTH IRELAND
LIMITED**

By: 
Name: Graham Jackson
Title:

Director

[Signature Page to TM Assignment – United States]

**TRADEMARK
REEL: 006653 FRAME: 0212**

Schedule I

Acquired Trademarks

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
POOP TROOP	United States	Application No. 87532128 Registration No. 5562324	Class 09: Downloadable mobile application for use in assisting patients in identifying and communicating about chronic idiopathic constipation, gastrointestinal diseases and disorders, digestive functions, constipation, irritable bowel syndrome, colitis, and gastrointestinal hormone analogues Class 44: Providing medical information in the fields of chronic idiopathic constipation, gastrointestinal diseases and disorders, digestive functions, constipation, irritable bowel syndrome, colitis, and gastrointestinal hormone analogues; Providing a website featuring medical information in the fields of chronic idiopathic constipation, gastrointestinal diseases and disorders, digestive functions, constipation, irritable bowel syndrome, colitis, and gastrointestinal hormone analogues by means of a website First Use Apr-30-2017 / First Use in Commerce: Apr-30-2017	Filed Jul-18-2017 Notice of Allowance Jan-16-2018 Registered Sep-11-2018	Affidavit of Use due Sep-11-2024 Renewal due Sep-11-2028
SYNERGY PHARMACEUTICALS	United States	Application No. 86528741	Class 05: Pharmaceutical preparations for the treatment of gastrointestinal swelling, bloating, pain, First Use Apr-30-2017 / First Use in Commerce: Apr-30-2017	Filed Feb-09-2015	Affidavit of Use due

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
		Registration No. 5073973	inflammation, and diarrhea; pharmaceutical preparations for use in the treatment of constipation, irritable bowel syndrome, colitis, gastrointestinal disorders and gastrointestinal diseases; gastrointestinal hormone analogue preparations for medical purposes; laxatives; antiemetics; anti-diarrheal and anti-inflammatory pharmaceutical preparations	Notice of Allowance Sep-01-2015 Registered Nov-01-2016	Nov-01-2022 Renewal due Nov-01-2026
			First Use: Mar-31-2010 / First Use in Commerce: Mar-31-2010 Class 42: Research and development of pharmaceutical preparations, products and technology in the fields of gastrointestinal diseases and disorders, digestive functions, constipation, irritable bowel syndrome, colitis, and gastrointestinal hormone analogues; providing medical and scientific research information in the fields of gastrointestinal diseases and disorders, digestive functions, constipation, irritable bowel syndrome, colitis, gastrointestinal hormone analogues, pharmaceuticals and clinical trials; scientific investigations for medical purposes; medical research		
			First Use: Jun-30-2011 / First Use in Commerce: Jun-30-2011		
TRULANCE	United States	Application No. 87042213	Class 05: Pharmaceutical preparations for the treatment of gastrointestinal swelling, bloating, pain, inflammation, and diarrhea; pharmaceutical	Filed May-18-2016	Affidavit of Use due Jul-11-2023

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
		Registration No. 5242709	preparations for use in the treatment of constipation, irritable bowel syndrome, colitis, gastrointestinal disorders and gastrointestinal diseases; gastrointestinal hormone analogue preparations for medical purposes; laxatives; antiemetics; anti-diarrheal and anti-inflammatory pharmaceutical preparations all of the aforesaid excluding pharmaceutical preparations for the treatment of diabetes	Notice of Allowance Dec-27-2016 Registered Jul-11-2017	Renewal due Jul-11-2027
TRULANCE & Dot Design	United States	Application No. 87392678	Class 05: Pharmaceutical preparations for the treatment of gastrointestinal swelling, bloating, pain, inflammation, and diarrhea; pharmaceutical preparations for use in the treatment of constipation, irritable bowel syndrome, colitis, gastrointestinal disorders and gastrointestinal diseases; gastrointestinal hormone analogue preparations for medical purposes; laxatives; antiemetics; anti-diarrheal and anti-inflammatory pharmaceutical preparations all of the aforesaid excluding pharmaceutical preparations for the treatment of diabetes	Filed Mar-30-2017 Registered Dec-05-2017	Affidavit of Use due Dec-05-2023 Renewal due Dec-05-2027
..... Trulance		Registration No. 5349314	First Use: Mar-31-2017 / First Use in Commerce: Mar-31-2017		
			First Use: Mar-31-2017 / First Use in Commerce: Mar-31-2017		