

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
fx Life Sciences AG		05/09/2018	Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Bausch Health, Canada Inc.		
Street Address:	2150 boul. Saint-Elzear Quest		
City:	Laval, Quebec		
State/Country:	CANADA		
Postal Code:	H7L 4A8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3304268	COLD-FX	
Registration Number:	2218579	COLD-FX	
CORRESPONDENCE DATA			
Fax Number:	9497886000		
<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@		
Correspondent Name:	Robert Gorman, Esq		
Address Line 1:	1400 N. Goodman Street		
Address Line 4:	Rochester, NEW YORK 14609		
ATTORNEY DOCKET NUMBER:	BIRL		
NAME OF SUBMITTER:	Matthew Marshall		
SIGNATURE:	/matthew marshall/		
DATE SIGNED:	05/31/2019		
Total Attachments: 4			
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CH \$65.00 3304268

Trademark Assignment Agreement

This agreement (the "**Assignment**") is hereby made and entered into effective of 31 March, 2019 (the "**Effective Date**"), by and between fx Life Sciences AG, a Swiss company with its registered office at c/o kehrliconsult ag, Baarerstrasse 95, 6300 Zug, Switzerland (hereinafter referred to as "**Assignor**"), and Bausch Health, Canada Inc., a corporation formed under the laws of Canada with offices at 2150 boul. Saint-Elzéar Ouest, Laval (Québec) H7L 4A8 (hereinafter referred to as "**Assignee**").

WHEREAS Assignor is the owner of the trademarks set forth in **Schedule A** hereto together with all common law rights therein and any and all goodwill attached thereto (hereafter collectively referred to as the "**Trademarks**");

AND WHEREAS Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in and to such Trademarks.

The parties hereby agree as follows:

1. Assignor, for and in consideration of the sum of one (1) Canadian Dollar paid to Assignor by Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign and does hereby confirm having sold, conveyed, transferred and assigned to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment and hereby confirms having accepted the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in and to the Trademarks as well as all common law rights therein and any and all goodwill attached thereto, together with all of Assignor's rights to sue for past, present or future infringement of said Trademarks together with all claims for damages by reason of past, present or future infringement of said Trademarks, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without any reference to applicable conflict of laws principles.

[signatures on next page]

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment by its duly authorized representative as of the Effective Date.

fx Lifesciences AG

By: [Signature]

Date: May 9, 2019

Name: Martin Schmidlin

Title: President

DECLARATION OF WITNESS

I, Rajula Jaramala, hereby declare that I was personally present and did see Martin Schmidlin, who is personally known to me to be the person named in this Assignment, sign and execute same.

Declared at Fribourg, this 9th day of May (city/town), 2019.

[Signature]
(witness signature)

fx Lifesciences AG

By: [Signature]

Date: May 9, 2019

Name: Christophe Kalbermatten

Title: Director

DECLARATION OF WITNESS

I, Harcel Zgraggen, hereby declare that I was personally present and did see Christophe Kalbermatten, who is personally known to me to be the person named in this Assignment, sign and execute same.

Declared at Zug, this _____ day of April, 2019. (city/town)

[Signature]
(witness signature)

IN WITNESS WHEREOF, Assignee has executed and delivered this Assignment by its duly authorized representative as of the Effective Date.

Bausch Health, Canada Inc.

By: [Signature]

Date: April 8, 2019

Name: Daniel Yelin

Title: Secretary

DECLARATION OF WITNESS

I, CLAUDIA CAREAGNINI, hereby declare that I was personally present and did see Daniel Yelin, who is personally known to me to be the person named in this Assignment, sign and execute same.

Declared at Laval, Quebec, this 8th day of April, 2019. (city/town)

[Signature]
(witness signature)

SCHEDULE A TO THE ASSIGNMENT

Trademark	Country	Application Date	Registration Date	Registration Number	Nice Class
COLD-FX	Australia	6/15/2011	5/8/2012	1430781	05
COLD-FX	Australia	3/9/2005	11/24/2005	1045533	05
CVT-E002	Australia	9/12/2007	2/13/2008	1198474	05
REMEMBER-FX	Australia	3/9/2005	12/20/2006	1045532	05
CBP CERTIFIED & Design	China P.R.	4/29/2006	4/21/2009	5326051	30
CHEMBIOPRINT	China P.R.	4/28/2006	4/21/2009	5322784	30
CHEMBIOPRINT	China P.R.	4/28/2006	7/28/2009	5322783	05
COLD-FX	China P.R.	3/10/2006	6/28/2009	5205038	05
COLD-FX	China P.R.	2/22/2006	3/21/2009	5170710	30
COLD-FX	China P.R.	6/26/2003	9/14/2005	3608314	05
CVT-E002	China P.R.	9/17/2007	3/7/2011	6281005	30
REMEMBER-FX	China P.R.	2/22/2006	6/21/2010	5171030	05
CBP CERTIFIED & Design	Hong Kong	12/8/2009	6/22/2010	301493569	05
CHEMBIOPRINT	Hong Kong	12/8/2009	5/7/2010	301493541	03
COLD-FX	Hong Kong	6/21/2003	2/16/2004	300036468	05
COLD-FX in Chinese Characters	Hong Kong	5/25/2009	5/25/2009	301349389	05
COLD-FX in Chinese Characters	Hong Kong	5/25/2009	12/21/2009	301349370	05
COLD-FX in Chinese Characters	Hong Kong	8/8/2003	2/24/2004	300060182	05
CVT-E002	Hong Kong	9/12/2007	1/18/2008	300953028	05
COLD-FX	Japan	1/13/2009	12/25/2009	5289750	29
COLD-FX	Japan	6/25/2003	3/5/2004	4752580	29
CVT-E002	Japan	9/18/2007	2/29/2008	5114199	29,05
CBP CERTIFIED & Design	Macao	12/9/2009	4/12/2010	N/46642	05
CHEMBIOPRINT	Macao	12/9/2009	4/12/2010	N/46641	03
CVT-E002	New Zealand	3/15/2007	10/9/2008	775747	05
COLD-FX	Singapore	2/5/2010	9/26/2011	T1001453Z	05
CVT-E002	Singapore	5/20/2010	5/2/2012	T1006380H	05

MEMORY-FX	Singapore	2/5/2010	2/17/2012	T1001452A	05
COLD-FX	Taiwan	6/24/2003	4/1/2004	01092316	05
COLD-FX	Taiwan	12/26/2008	11/16/2009	01385320	05
COLD-FX	The European Union Trademark	6/20/2003	12/7/2004	003223625	05
CVT-E002	The European Union Trademark	3/15/2007	5/6/2010	005760236	05
COLD-FX	United States	12/23/2005	10/2/2007	3304268	05
COLD-FX	United States	10/6/1997	1/19/1999	2218579	05