

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535657

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the execution date of 05/09/2018 noted on the assignment cover sheet previously recorded on Reel 006664 Frame 0274. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.
RESUBMIT DOCUMENT ID:	900504013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
fx Life Sciences AG		05/09/2019	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: 5852322152
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.

Phone: 585-231-1130
Email: jwebster@hselaw.com
Correspondent Name: Jon O. Webster
Address Line 1: 1600 Bausch & Lomb Place
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	BIRL
NAME OF SUBMITTER:	Jessica Mendola
SIGNATURE:	/Jessica Mendola/
DATE SIGNED:	08/07/2019

Total Attachments: 6

source=COLD FX Notice#page1.tif
source=Previously Recorded Cover Sheet#page1.tif
source=Assignment document#page1.tif
source=Assignment document#page2.tif
source=Assignment document#page3.tif
source=Assignment document#page4.tif



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

July 24, 2019

PTAS

ROBERT J. GORMAN
1400 N. GOODMAN STREET
ROCHESTER, NY 14609



900504013

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted to correct errors in the previously recorded document is not acceptable. To correct an error in the recorded document, you must file a new cover sheet stating the error and the nature of conveyance, attach the previously recorded cover sheet which contains the error and the supporting document and pay the recording fees as set forth in 37 C.F.R. §3.34

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, August 23, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900504013
Access Code: XARSNFFEXWW266F

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TONI HAKIM
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

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			
source=20190509_FXLS-BHCI_TM_Assignment#page1.tif			
source=20190509_FXLS-BHCI_TM_Assignment#page2.tif			
source=20190509_FXLS-BHCI_TM_Assignment#page3.tif			
source=20190509_FXLS-BHCI_TM_Assignment#page4.tif			

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 Jarnal, 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 Zyggen, 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