

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aton Pharma, Inc.		12/03/2018	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:	Company: IRELAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0760911	CUPRIMINE	
Registration Number:	1051092	DEMSEER	
Registration Number:	0789575	EDECIN	
Registration Number:	1156075	LACRISERT	
Registration Number:	1051094	LODOSYN	
Registration Number:	0582261	MEPHYTON	
Registration Number:	1818707	OCUDOSE	
Registration Number:	1510660	SYPRINE	
Registration Number:	1902106	TIMOPTIC-XE	
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:	matthew.marshall@bauschhealth.com		
Correspondent Name:	Robert J. Gorman		
Address Line 1:	1400 N. Goodman Street		
Address Line 4:	Rochester, NEW YORK 14609		

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ATTORNEY DOCKET NUMBER:	BIRL Assign
NAME OF SUBMITTER:	Matthew Marshall
SIGNATURE:	/matthew marshall/
DATE SIGNED:	11/20/2019
Total Attachments: 6 source=ATON-BIRL_Assignment_20181203#page1.tif source=ATON-BIRL_Assignment_20181203#page2.tif source=ATON-BIRL_Assignment_20181203#page3.tif source=ATON-BIRL_Assignment_20181203#page4.tif source=ATON-BIRL_Assignment_20181203#page5.tif source=ATON-BIRL_Assignment_20181203#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment Agreement, dated as of December ~~2013~~, 2018 (the "Agreement"), is made by and between Aton Pharma, Inc., a Delaware corporation located at 400 Somerset Corporate Blvd. Bridgewater, NJ, 08807, USA ("Assignor") and Bausch Health Ireland Limited, a company established and existing under the laws of Ireland having its registered office at 3013 Lake Drive, Citywest Business Campus, Dublin 24, Ireland ("Assignee").

WHEREAS, the economic benefits and burdens of ownership with respect to the patent applications, granted patents and trademarks set forth on **Schedule A** (collectively, the "Assigned IP") were previously transferred by Assignor to Assignee on December 31st, 2013, and such rights are now owned solely by Assignee; and

WHEREAS, pursuant to this Agreement, Assignor desires to assign, convey and transfer, and Assignee desires to receive, all of Assignor's legal title to the Assigned IP.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and for the other good and valuable consideration of one United States Dollar, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Assigned IP. Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to (i) the Assigned IP and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof, and (c) grant licenses or other interests therein.
2. Cooperation. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other commercially reasonable actions which Assignee, its successors and/or assigns, may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national patent offices.
3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any other official of any applicable governmental authority to (a) record Assignee as assignee and owner of the entire right, title and interest in and to the Assigned IP and (b) issue any and all registrations from any and all applications for registration included in the Assigned IP to and in the name of Assignee.
4. Successors and Assigns. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
5. Governing Law; Jurisdiction. This Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.
6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

{signature page follows}

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed and delivered as of the date first written above.

Aton Pharma, Inc.

By: 

Name: Robert Connors

Title: VP, Asset General Counsel

Bausch Health Ireland Limited.

By: 

Name: Mark Connors

Title: Director

SCHEDULE A

ASSIGNED IP

PATENTS

Internal Docket No.	Filing No.	Country	Status	Application No.	Application Date	Publication No.	Patent Number
ATN-P06433		Brazil	FILED	1120120100262	10/29/2010		
ATN-P06433		Canada	FILED	2779194	10/29/2010		
ATN-P06433		France	GRANTED	10827563.7	10/29/2010	2493459	2493459
ATN-P06433		Great Britain	GRANTED	10827563.7	10/29/2010	2493459	2493459
ATN-P06433		Germany	GRANTED	10827563.7	10/29/2010	2493459	602010000883.6
ATN-P06433		Hong Kong	GRANTED	13102750.1	3/5/2013	HK1176282	1176282
ATN-P06433		Italy	GRANTED	50201600G113709	10/29/2010	2493459	2493459
ATN-P06433		Japan	GRANTED	2012-537137	10/29/2010	2013-609436	5886204
ATN-P06433		Poland	GRANTED	10827563.7	10/29/2010	2493459	2493459
ATN-P06433		Spain	GRANTED	10827563.7	10/29/2010	2493459	2493459
ATN-P06433	C1	United States	FILED	14/087864	11/22/2013	2014-0187487-A1	
ATN-P06434		United States	GRANTED	13/916318	10/29/2010	2011-0194765-A1	8841486
ATN-P06434	D1	United States	GRANTED	14/455116	8/8/2014	2014-0350284-A1	9452974

TRADEMARKS

Internal Docket No.	Mark Name	Country	Application Date	Application Number	Registration Date	Registration Number	Class Number
T100785-AR-NF	LACRISERT	Argentina	10/22/2007	2780712	10/22/2008	2254314	05
T100782-AU-NF	CUPRIMINE	Australia	4/26/1963	179936	4/26/1963	179936	05
T100783-AU-NF	DEMSER	Australia	6/8/1965	195169	6/8/1965	195169	05
T100785-AU-NF	LACRISERT	Australia	5/18/1981	360346	5/18/1981	360346	05
T100785-BX-NF	LACRISERT	Benelux	5/6/1981	0046511	5/6/1981	0373151	05
T100785-BX-NF[2]	LACRISERT	Benelux	6/12/1981	0643383	6/12/1981	0374698	05
T100782-BD-NF	CUPRIMINE	Bolivia	4/25/1964	17253-C/64058-A	4/25/1964	17253-C/64058-A	05
T100782-BR-NF	CUPRIMINE	Brazil	3/7/1963	006549373	5/10/1977	006549373	05, 10, 42
T100780-CA-NF	AQUAMEPHYTON	Canada	4/13/1959	0250395	8/14/1959	TMA114927	01
T100782-CA-NF	CUPRIMINE	Canada	1/12/1963	0273400	8/2/1963	TMA132150	01
T100783-CA-NF	DEMSER	Canada	10/13/1965	0292524	6/17/1966	TMA145840	01
T100784-CA-NF	EDECRIIN	Canada	7/8/1964	283437	7/9/1965	TMA141081	01
T100785-CA-NF	LACRISERT	Canada	12/19/1979	0448061	1/8/1982	TMA265693	01
T100789-CA-NF	SYPRINE	Canada	4/19/1988	0605424	8/24/1990	TMA372268	01

T100784- BQ-NF	EDECIN	Caribbean Netherlands	10/7/2006	4774	10/7/2006	4774	05
T100785- BQ-NF	LACRISERT	Caribbean Netherlands	10/7/2006	4773	10/7/2006	4773	05
T100782- CO-NF	CUPRIMINE	Colombia	8/5/1963	922242815	8/5/1978	54452	05
T100780- CR-NF	AQUAMEPHYTON	Costa Rica	12/16/1997	105242	12/16/1997	105242	05
T100782- CR-NF	CUPRIMINE	Costa Rica	5/18/1965	27623/20462	5/18/1965	27623/20462	05
T100785- CR-NF	LACRISERT	Costa Rica	7/1/1981	54148	7/1/1982	61610	05
T100784- CW-NF	EDECIN	Curacao	5/24/2006	02762	5/24/2006	02762	05
T100785- CW-NF	LACRISERT	Curacao	5/24/2006	2752	5/24/2006	2752	05
T100784- EG-NF	EDECIN	Egypt	6/17/1964	51760	6/17/1964	51760	05
T100785- EG-NF	LACRISERT	Egypt	5/18/1981	58982	11/11/1984	58982	05
T100785- FI-NF	LACRISERT	Finland	5/6/1981	T198101989	3/21/1983	84808	05
T100783- FR-AM	DEMSEK	France	9/22/1965	302739	9/22/1965	302739	05
T100783- FR-NF	DEMSEK	France	6/12/1990	INPI 216622	6/12/1990	N 1596222	05
T100784- FR-NF	EDECIN	France	6/14/1989	INPI 137188	6/14/1989	N 1536426	05
T100785- FR-NF	LACRISERT	France	5/17/1991	INPI 286375	5/17/1991	N 1662800	05
T100783- DE-AM	DEMSEK	Germany	9/22/1965	302739	9/22/1965	302739	05
T100783- GB-NF	DEMSEK	Great Britain	8/8/1989	UK00001394318	7/26/1991	UK00001394 318	05
T100784- GB-NF	EDECIN	Great Britain	6/11/1964	UK00000865481	6/11/1964	UK00000865 481	05
T100782- IS-NF	CUPRIMINE	Iceland	4/17/1963	408/1963	2/10/1964	8/1964	05
T100783- WO-AM	DEMSEK	International	9/22/1965	302739	9/22/1965	302739	05
T100784- IE-NF	EDECIN	Ireland	6/9/1964	67021	6/9/1964	67021	05
T100784- IL-NF	EDECIN	Israel	8/3/1993	88404	6/11/1995	88404	05
T100785- IL-NF	LACRISERT	Israel	5/15/1981	52145	9/4/1984	52145	05
T100787- IL-NF	MEPHYTON	Israel	6/3/1993	88401	6/11/1995	88401	05
T100789- IL-NF	SYPRINE	Israel	8/3/1993	88403	9/7/1995	88403	05
T100785- IT-NF	LACRISERT	Italy	6/15/1981	440122	8/11/1986	440122	05
T-60134- 16- FLT000000 1	DEMSEK	Japan	1/12/2016	2016-002744	10/21/2016	5229550	05
T-60368- 127- FLT000000 1	DEMSEK	Japan	11/8/2013	2013-087703	4/18/2014	5664642	05
T-60369- 127- FLT000000 1	DEMSEK	Japan	11/8/2013	2013-087702	4/18/2014	5664641	05

T100785-KE-NF	LACRISERT	Kenya	6/9/1981	28677	6/9/1981	28677	05
T100785-MU-NF	LACRISERT	Mauritius	5/12/1981	189	5/12/1981	189	05
T100785-MX-NF	LACRISERT	Mexico	9/25/2003	620811	5/31/2004	835086	05
T100783-MC-AM	DEMSEK	Monaco	9/22/1965	302739	9/22/1965	302739	05
T100785-MA-NF	LACRISERT	Morocco	5/2/2001	77274	5/2/2001	77274	05
T100783-NZ-NF	DEMSEK	New Zealand	6/8/1965	78746	5/21/1966	78746	05
T100785-NG-NF	LACRISERT	Nigeria	7/7/1981	39721	7/7/1981	39721	05
T100785-NO-NF	LACRISERT	Norway	5/5/1981	19811215	9/5/1982	111676	05
T100782-PE-NF	CUPRIMINE	Peru	9/21/1982	562439-2014	3/14/1984	80053067	05
T100785-PT-NF	LACRISERT	Portugal	5/19/1981	211722 MNA	11/9/1988	211722 MNA	05
T100784-SL-NF	EDECLIN	Sierra Leone	10/1/1964	6925	10/1/1964	6925	09
T100784-SG-NF	EDECLIN	Singapore	6/22/1964	T6435198D	1/21/1965	T6435198D	05
T100784-SX-NF	EDECLIN	Sint Maarten	5/24/1996	D-36724	5/24/1996	02782	05
T100785-SX-NF	LACRISERT	Sint Maarten	5/24/2006	2752	5/24/2006	2752	05
T100784-ZA-NF	EDECLIN	South Africa	6/12/1964	1964/01994	4/1/1965	1964/01994	05
T100785-ZA-NF	LACRISERT	South Africa	5/13/1981	1981/03106	3/16/1983	1981/03106	05
T100785-ES-NF	LACRISERT	Spain	6/8/1981	M0977613	2/5/1982	M0977613	05
T100783-SE-NF	CUPRIMINE	Sweden	2/19/1963	1963/00709	2/21/1964	168839	05
T100784-SE-NF	EDECLIN	Sweden	6/9/1964	1964/02273	9/17/1965	113986	05
T100784-SE-NF[2]	EDECLIN	Sweden	11/26/1965	1965/05077	5/27/1966	116533	05
T100785-SE-NF	LACRISERT	Sweden	5/5/1981	1981/02431	8/18/1982	181902	05
T100782-TW-NF	CUPRIMINE	Taiwan	3/15/1963	00016634	12/1/1963	00016634	05
T100782-TW-NF[2]	CUPRIMINE	Taiwan	3/15/1963	000016848	12/1/1963	00016848	05
T100784-TW-NF	EDECLIN	Taiwan	3/30/1965	000021048	11/1/1965	000021048	001
T100784-TW-NF[2]	EDECLIN in Chinese Characters	Taiwan	9/3/1964	000021049	11/1/1965	000021049	001
T100785-TW-NF	LACRISERT	Taiwan	5/18/1981	070014300	1/1/1982	00166631	05
T100785-TW-NF[2]	LACRISERT	Taiwan	3/12/2003	092012189	12/1/2003	03075975	05
T100782-TH-NF	CUPRIMINE & Design	Thailand	2/28/1963	238889	2/28/1963	2236	05
T100782-US-NF	CUPRIMINE	United States	2/21/1963	72163255	12/9/1963	760911	05
T100783-US-NF	DEMSEK	United States	12/31/1975	73073224	10/26/1976	3051092	05
T100784-US-NF	EDECLIN	United States	8/17/1964	72200014	9/18/1965	789575	05
T100785-US-NF	LACRISERT	United States	9/27/1979	73233021	6/2/1981	1156075	05

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US-RF							
T100786- US-NF	LOGOSYN	United States	1/22/1976	73074889	10/26/1976	1051094	05
T100787- US-NF	MERHYTON	United States	10/3/1952	71636139	11/10/1953	0582261	05
T100788- US-NF	OCHUCSE	United States	2/3/1993	74355051	3/1/1994	1818707	05
T100789- US-RF	SYPRINE	United States	4/18/1988	73722894	11/1/1988	1510660	05
T100790- US-NF[2]	TRMOPTIC KE	United States	11/4/1992	74329278	6/27/1995	1902106	05

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