## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM733936

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Release of Security Interest recorded at reel/frame 6280/0114			

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		05/19/2022	Public Limited Company: UNITED KINGDOM

### **RECEIVING PARTY DATA**

Name:	EPI Health, LLC
Street Address:	134 COLUMBUS STREET
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29403
Entity Type:	Limited Liability Company: SOUTH CAROLINA

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2275169	CLODERM

#### CORRESPONDENCE DATA

Fax Number: 2158325745

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: 215-569-5745

megan.spitz@blankrome.com Email:

**Correspondent Name:** Megan E. Spitz Blank Rome LLP Address Line 1:

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	152949-00109
NAME OF SUBMITTER:	Megan E. Spitz
SIGNATURE:	/megan e. spitz/
DATE SIGNED:	06/10/2022

#### **Total Attachments: 5**

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# PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this "Release") is entered into as of May 19, 2022 by Barclays Bank PLC, a public limited company, as successor agent to Goldman Sachs Lending Partners, LLC (the "Prior Agent") and collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the "Collateral Agent") (the "Assignor"), in favor of EPI Health, LLC, a South Carolina limited liability company (the "Assignee"), being successor in interest to Promius Pharma LLC, being successor in interest to Bausch Health Americas, Inc. (f/k/a Valeant Pharmaceuticals International) (successor in interest to Coria Laboratories, Ltd., a Delaware corporation (the "Grantor")). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, Pledge and Security Agreement, Trademark Security Agreements and the Notice of Succession (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain Third Amended and Restated Pledge and Security Agreement, dated as of June 1, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), between the other grantors party thereto, the Grantor and the Assignor; (ii) that certain Trademark Security Agreement, dated as of June 29, 2011 between the Prior Agent (as collateral agent), the Grantor and other grantors party thereto (the "2011 Trademark Security Agreement"); (iii) that certain Trademark Security Agreement, dated as of February 13, 2018 between the Assignor (as Collateral Agent), the Grantor and other grantors party thereto (the "2018 Trademark Security Agreement" and, together with the 2011 Trademark Security Agreement, the "Trademark Security Agreements" and each a "Trademark Security Agreement"); (iv) that certain Notice of Succession of Agency and Transfer of Security Interest, dated as of January 8, 2015, entered into by the Prior Agent and the Collateral Agent (the "Notice of Succession"); and (v) that certain Assignment of Trademark, dated as of August 21, 2019 by and between the Grantor and Promius Pharma LLC (the "Assignment of Trademark").

WHEREAS, pursuant to the terms and conditions of each Trademark Security Agreement and the Notice of Succession, the Grantor granted to the Assignor, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Grantor or in which the Grantor then had or thereafter acquired any right, title or interest and wherever the same may be located (collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached to the Trademark Security Agreement, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and

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symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the 2011 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2011 at Reel 4584, Frame 0656, the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2018 at Reel 6280, Frame 0114, the Notice of Succession was recorded with the United States Patent Trademark Office on January 9, 2015 at Reel 5439, Frame 0392, and the Assignment of Trademark was recorded with the United States Patent and Trademark Office on August 22, 2019 at Reel 6726, Frame 0787;

WHEREAS, Bausch Health Americas, Inc., a Delaware corporation and a successor to the Grantor assigned the trademark set forth on <u>Schedule I</u> hereto (the "<u>Specified Trademark</u>") to Promius Pharma LLC, a Delaware limited liability company ("<u>Promius</u>") pursuant to the Assignment of Trademark;

WHEREAS, Promius assigned the Specified Trademark to the Assignee pursuant to that certain Trademark Assignment Agreement, dated as of February 20, 2020, by and between Promius as assignor and the Assignee as assignee; and

WHEREAS, in reliance on Bausch Health Americas, Inc.'s representations concerning the transactions referenced in that certain Officer's Certificate, dated May 19, 2022, the Assignor has agreed to terminate and release its security interest solely in the Specified Trademark and Specified Trademark Collateral (as defined below) related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, on behalf of itself, its successors, legal representatives and assigns and any lenders for which the Assignor acted as security or collateral agent, hereby unconditionally terminates, releases, discharges and reassigns to the Assignee fully, without representation, warranty or recourse, its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under (i) the Specified Trademark, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (but excluding, for the avoidance of doubt, Proceeds from the sale by the Assignee of the Specified Trademark as referenced in the Certificate), and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Specified Trademark Collateral").

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office ("USPTO") and any

TRADEMARK REEL: 007748 FRAME: 0928 other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Assignor authorizes and requests that the USPTO record this Release.

The Assignor shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, and at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Trademark Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all of the Assignee's right, title and interest in, to and under all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Trademark Security Agreements, the Notice of Succession and the Pledge and Security Agreement shall, except as modified by this Release, continue in full force and effect.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

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**IN WITNESS WHEREOF**, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral Agent

DocuSigned by:

Koruthu Mathew

Name: Koruthu Mathew

Title: VP

## **SCHEDULE I**

to

# PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

# Specified Trademark

-	No.	Jurisdiction	Registered Owner	Mark	Filing No.	Filing Date	Reg. No.	Reg. Date
	1.	United States	EPI HEALTH, LLC	CLODERM	75243286	02/18/1997	2275169	09/07/1999

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**RECORDED: 06/10/2022**