

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
RESUBMIT DOCUMENT ID:	900725226		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		07/29/2022	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	EXZELL PHARMA INC.		
Street Address:	100 Spy Court		
City:	Markham		
State/Country:	CANADA		
Postal Code:	L3R 5H6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3172232	SWISS	
Registration Number:	4335228	SWISS NATURAL	
Registration Number:	4469849	SWISS NATURAL	
Registration Number:	5244636	SWISS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1753088 TM REL BNY		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		
DATE SIGNED:	10/18/2022		

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) is entered into as of July 29, 2022 by The Bank of New York Mellon, a New York banking corporation, as Collateral Agent for the Noteholder Secured Parties (the “Assignor”), in favor of Exzell Pharma Inc., a Canadian Corporation (the “Assignee”), being successor in interest to Valeant Canada GP Limited, a Canadian limited partnership and general partner of Valeant Canada LP (the “Grantor”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain U.S. Pledge and Security Agreement dated as of October 17, 2017, between the other grantors party thereto, the Grantor and the Assignor (as it may have been amended, restated, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”); (ii) that certain Trademark Security Agreement, dated as of February 13, 2018 between the Assignor (as Collateral Agent) and the Grantor and other grantors party thereto (the “Trademark Security Agreement”); and (iii) that certain Assignment of Trademark, dated as of December 19, 2017 by and between the Grantor and Assignee (the “Assignment of Trademark”).

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, 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 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 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2018 at Reel 006280, Frame 0211 and the Assignment of Trademark was recorded with the United States Patent and Trademark Office on May 6, 2019 at Reel 6637, Frame 0304;

WHEREAS, Valeant Canada GP Limited, a Canadian corporation, assigned the trademarks set forth on Schedule I hereto (the “Specified Trademarks”) to Exzell Pharma Inc., a Canadian Corporation (“Exzell”) pursuant to the Assignment of Trademark;

WHEREAS, pursuant to that certain Officer’s Certificate dated as of July 29, 2022 (the “Certificate”), the Grantor has certified to the Assignor that the Grantor assigned the Specified Trademarks to the Assignee pursuant to that certain Trademark Assignment Agreement, dated as of December 19, 2017 by and between the Grantor and Assignee; and

WHEREAS, the Assignor, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to terminate and release its security interest solely in the Specified Trademarks 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 noteholders 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 Trademarks, (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 Trademarks 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 acknowledges that the Assignee or the Assignee’s authorized representative may record this Release with the United States Patent and Trademark Office (“USPTO”) and any other offices as may be necessary to carry out the intention of 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 Agreement and the 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.

THE BANK OF NEW YORK
MELLON,
as Collateral Agent

By:  Digitally signed by Lisa
Sollitto
Date: 2022.07.25
13:48:18 -04'00'

Name: Lisa Sollitto
Title: Vice-President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademarks

No.	Jurisdiction	Registered Owner	Mark	Filing No.	Filing Date	Reg. No.	Reg. Date
1.	United States	EXZELL PHARMA INC.	SWISS	78523428	11/29/2004	3172232	11/14/2006
2.	United States	EXZELL PHARMA INC.	SWISS NATURAL	85114414	08/24/2010	4335228	05/14/2013
3.	United States	EXZELL PHARMA INC.	SWISS NATURAL	85944291	05/28/2013	4469849	01/21/2014
4.	United States	EXZELL PHARMA INC.	SWISS	87229862	11/08/2016	5244636	07/18/2017