

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		12/19/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Sprout Pharmaceuticals, Inc.		
Street Address:	4350 Lassiter at North Hills Ave #260		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4860061	ADDYI	
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		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		
DATE SIGNED:	09/09/2022		
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 December 19, 2017 by The Bank of New York Mellon, a New York corporation with offices located at 101 Barclay Street, New York, NY 10286, as Collateral Agent for the Secured Parties (in its capacity as successor agent to Goldman Sachs Lending Partners LLC (“Goldman”)) (the “Assignor”), in favor of Sprout Pharmaceuticals, Inc., a Delaware corporation with offices located at 4208 Six Forks Road, Suite 1010, Raleigh, NC 27609, (the “Assignee”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Pledge and Security Agreement or Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain Indenture dated as of March 21, 2017 (the “Indenture”) between Valeant Pharmaceuticals International, Inc. (“VPII”), each of the Grantors and the other grantors party thereto and the Assignor; (ii) that certain U.S. Pledge and Security Agreement, dated as of March 21, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), between the Assignee and the other grantors party thereto and the Assignor (as collateral agent); and (iii) that certain Trademark Security Agreement, dated as of July 17, 2017 between the Assignor (as collateral agent) and the Assignee and other grantors party thereto (the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Assignee granted to the Assignor, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Assignee’s right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Assignee or in which the Assignee 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 July 19, 2017 at Reel 006109, Frame 0459;

WHEREAS, pursuant to that certain Officer's Certificate dated as of December 19, 2017 (the "Certificate"), VPII certified to the Assignor that the Assignee sold the trademarks set forth on Schedule I hereto (the "Specified Trademarks"), which sale has been consummated by the Assignee and the purchaser as of November 23, 2017, as provided in the Certificate; 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 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 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 authorizes the Assignee or the Assignee's authorized representative to 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, 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.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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 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.

THE BANK OF NEW YORK
MELLON,
as Collateral Agent

By: 

Name:
Title:

Joellen P. Wickhamars
Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademarks

MarkName	Country	Current Owner	Status	Application Date	Application Number	Registered	Registration No.
ADDYI	United States	SPROUT PHARMACEUTICALS, INC.	Registered	9/27/2012	85740716	11/24/2015	4860061