

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435809

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aton Pharma, Inc.		07/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon		
<b>Street Address:</b>	101 Barclay Street		
<b>Internal Address:</b>	Floor 7E		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3602978	ATON PHARMA	
<b>Registration Number:</b>	3595285	ATON PHARMA	
<b>Registration Number:</b>	760911	CUPRIMINE	
<b>Registration Number:</b>	1051092	DEMSER	
<b>Registration Number:</b>	789575	EDECRIN	
<b>Registration Number:</b>	1156075	LACRISERT	
<b>Registration Number:</b>	1051094	LODOSYN	
<b>Registration Number:</b>	582261	MEPHYTON	
<b>Registration Number:</b>	1818707	OCUDOSE	
<b>Registration Number:</b>	1510660	SYPRINE	
<b>Registration Number:</b>	1103298	TIMOPTIC	
<b>Registration Number:</b>	1902106	TIMOPTIC-XE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		

OP \$315.00 3602978

**Correspondent Name:** Darlena Bari Stark  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F171430 Aton Pharma

**NAME OF SUBMITTER:** Emily Ohannessian

**SIGNATURE:** /Emily Ohannessian/

**DATE SIGNED:** 07/19/2017

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 17, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of The Bank of New York Mellon, as notes collateral agent for the First Lien Notes Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to the Indenture dated as of March 21, 2017 (the “**Indenture**”) between Valeant Pharmaceuticals International, Inc., each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Indenture and used herein have the meaning given to them in the Indenture.

### **SECTION 2. Grant of Security Interest**

Each Grantor hereby grants to the Collateral Agent, for the benefit of the First Lien Notes Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any Grantor now has or hereafter acquires 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 hereto, (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 now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the First Lien Notes Secured Parties, pursuant to the Indenture, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Indenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Indenture, the provisions of the Indenture shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT 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.

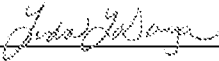
**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

**ATON PHARMA, INC.**

By:   
Name:  
Title:

Accepted and Agreed:  
**THE BANK OF NEW YORK MELLON**  
as Collateral Agent

By: Joellen F. McNamara

Name:

Title:

Joellen F. McNamara  
Vice President

## Aton Pharma, Inc.

## SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Appl ication Date	Current Ap plication N umber	Current Re gistration D ate	Current Re gistration N umber
ATON PHARMA	United States	Aton Pharma, Inc.	Registered	10/13/2006	77021119	4/7/2009	3602978
ATON PHARMA & Design	United States	Aton Pharma, Inc.	Registered	10/13/2006	77021113	3/24/2009	3595285
CUPRIMINE	United States	Aton Pharma, Inc.	Registered	2/21/1963	72163255	12/3/1963	760911
DEMSER	United States	Aton Pharma, Inc.	Registered	12/31/1975	73073224	10/26/1976	1051092
EDECRIN	United States	Aton Pharma, Inc.	Registered	8/17/1964	72200014	5/18/1965	789575
LACRISERT	United States	Aton Pharma, Inc.	Registered	9/27/1979	73233021	6/2/1981	1156075
LODOSYN	United States	Aton Pharma, Inc.	Registered	1/22/1976	73074989	10/26/1976	1051094
MEPHYTON	United States	Aton Pharma, Inc.	Registered	10/3/1952	71636139	11/10/1953	582261
OCUDOSE	United States	Aton Pharma, Inc.	Registered	2/3/1993	74355051	2/1/1994	1818707
SYPRINE	United States	Aton Pharma, Inc.	Registered	4/18/1988	73722894	11/1/1988	1510660
TIMOPTIC	United States	Aton Pharma, Inc.	Registered	11/17/1977	73148997	10/3/1978	1103298
TIMOPTIC- XE	United States	Aton Pharma, Inc.	Registered	11/4/1992	74328278	6/27/1995	1902106