

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OMP, Inc.		07/17/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<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

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2472716	ACTION
Registration Number:	2302207	BLENDER
Registration Number:	2950469	BLUE PEEL
Registration Number:	3924749	BLUE PEEL
Registration Number:	4043279	BLUE PEEL RADIANCE
Registration Number:	3785353	CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM
Registration Number:	3574189	ELASTIDERM
Registration Number:	3652060	ELASTIDERM
Registration Number:	4003824	ELASTILASH
Registration Number:	1958029	EXFODERM
Registration Number:	4601982	NEW TO NU-DERM
Registration Number:	4329021	NU-DERM
Registration Number:	2786594	OBAGI
Registration Number:	2203028	OBAGI
Registration Number:	2838565	OBAGI
Registration Number:	2450253	OBAGI
Registration Number:	2155170	OBAGI BLUE PEEL
Registration Number:	3410886	OBAGI CLENZIDERM

OP \$940.00 2472716

Property Type	Number	Word Mark
Registration Number:	3568040	OBAGI ELASTIDERM
Registration Number:	3949060	OBAGI FOR LIFE
Registration Number:	4456046	OBAGI HYDRATE
Registration Number:	4914115	OBAGI HYDRATE LUXE
Registration Number:	2454186	
Registration Number:	4390981	OBAGI MEDICAL
Registration Number:	3813278	OBAGI NU-DERM
Registration Number:	2155067	OBAGI NU-DERM
Registration Number:	5023962	OBAGI PREMIER POINTS
Registration Number:	4625205	OBAGI SKIN HEALTH INSTITUTE
Registration Number:	4328443	OBAGI SYSTEM
Registration Number:	5059802	OBAGI360
Registration Number:	2955085	OBAGI-C
Registration Number:	4161388	OTHERS PROMISE. OBAGI DELIVERS.
Registration Number:	3703154	ROSACLEAR
Registration Number:	3501224	SOLUZYL TECHNOLOGY
Registration Number:	2300062	SUNFADER
Registration Number:	2569150	TOLEREEN
Serial Number:	87273681	J J J J

#### CORRESPONDENCE DATA

Fax Number:

*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: 2023704750

Email: ipteam@cogencyglobal.com

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 OMP
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	07/19/2017

#### Total Attachments: 6

source=#89890204v1 - (OMP, INC - trademark)#page2.tif

source=#89890204v1 - (OMP, INC - trademark)#page3.tif

source=#89890204v1 - (OMP, INC - trademark)#page4.tif

source=#89890204v1 - (OMP, INC - trademark)#page5.tif

source=#89890204v1 - (OMP, INC - trademark)#page6.tif



## 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.

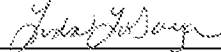
**SECTION 5. Counterparts**

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.

**OMP, 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

OMP, Inc.

SCHEDULE 1

MarkName	Country	Current Owner	Status	Current Applicati on Date	Current App lication Num ber	Current Re gistration D ate	Current Re gistration Number
ACTION	United States	OMP, Inc.	Registered	1/4/1999	75615067	7/31/2001	2472716
BLENDER	United States	OMP, Inc.	Registered	1/4/1999	75615066	#####	2302207
BLUE PEEL	United States	OMP, Inc.	Registered	#####	76464317	5/10/2005	2950469
BLUE PEEL	United States	OMP, Inc.	Registered	2/22/2010	77941240	3/1/2011	3924749
BLUE PEEL RADIANCE	United States	OMP, Inc.	Registered	#####	85175186	#####	4043279
CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM	United States	OMP, Inc.	Registered	3/10/2008	77417283	5/4/2010	3785353
ELASTIDERM	United States	OMP, Inc.	Registered	9/12/2006	78972392	2/10/2009	3574189
ELASTIDERM	United States	OMP, Inc.	Registered	1/15/2008	77371708	7/7/2009	3652060
ELASTILASH	United States	OMP, Inc.	Registered		85102001		4003824
EXFODERM	United States	OMP, Inc.	Registered	4/13/1995	74660836	2/20/1996	1958029
J J J J	United States	OMP, Inc.	Pending		87273681		
NEW TO NU-DERM	United States	OMP, Inc.	Registered	7/24/2012	85685521	9/9/2014	4601982
NU-DERM	United States	OMP, Inc.	Registered	#####	85449656	4/30/2013	4329021
OBAGI	United States	OMP, Inc.	Registered	1/8/2003	78201322	#####	2786594
OBAGI	United States	OMP, Inc.	Registered	9/30/1993	74442512	#####	2203028
OBAGI	United States	OMP, Inc.	Registered	#####	78198050	5/4/2004	2838565
OBAGI	United States	OMP, Inc.	Registered		74442512		2203028
OBAGI & Label Design	United States	OMP, Inc.	Registered	8/6/1998	75979799	5/8/2001	2450253
OBAGI BLUE PEEL	United States	OMP, Inc.	Registered	6/20/1995	74691164	5/5/1998	2155170
OBAGI CLENZIDERM	United States	OMP, Inc.	Registered	6/16/2006	78910113	4/8/2008	3410886
OBAGI ELASTIDERM	United States	OMP, Inc.	Registered	9/26/2006	77007945	1/27/2009	3568040
OBAGI FOR	United	OMP, Inc.	Registered	3/16/2010	77959765	4/19/2011	3949060



LIFE	States						
OBAGI HYDRATE	United States	OMP, Inc.	Registered	8/6/2012	85696192	#####	4456046
OBAGI HYDRATE LUXE	United States	OMP, Inc.	Registered	6/4/2013	85950577	3/8/2016	4914115
Obagi Label Design (no words)	United States	OMP, Inc.	Registered	8/6/1998	75980004	5/22/2001	2454186
OBAGI MEDICAL & Design (Bars)	United States	OMP, Inc.	Registered	9/27/2012	85740358	8/27/2013	4390981
OBAGI NU-DERM	United States	OMP, Inc.	Registered	8/31/2009	77816505	7/6/2010	3813278
OBAGI NU-DERM	United States	OMP, Inc.	Registered	9/30/1993	74442192	5/5/1998	2155067
OBAGI PREMIER POINTS	United States	OMP, Inc.	Registered	8/7/2015	86718818	8/16/2016	5023962
OBAGI SKIN HEALTH INSTITUTE	United States	OMP, Inc.	Registered	3/30/2011	85281848	#####	4625205
OBAGI SYSTEM & Design (Bars)	United States	OMP, Inc.	Registered	#####	85763367	4/30/2013	4328443
OBAGI360	United States	OMP, Inc.	Registered	4/18/2013	85908326	#####	5059802
OBAGI-C	United States	OMP, Inc.	Registered	5/5/2004	78413318	5/24/2005	2955085
OTHERS PROMISE. OBAGI DELIVERS.	United States	OMP, Inc.	Registered	#####	85475467	6/19/2012	4161388
ROSACLEAR	United States	OMP, Inc.	Registered	9/16/2008	77571224	#####	3703154
SOLUZYL TECHNOLOGY	United States	OMP, Inc.	Registered	1/10/2008	77368839	9/16/2008	3501224
SUNFADER	United States	OMP, Inc.	Registered	1/4/1999	75615064	#####	2300062
TOLEREEN	United States	OMP, Inc.	Registered	4/14/2000	76025767	5/14/2002	2569150