

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM450852

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		11/09/2017	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	OMP, Inc.
Street Address:	400 Somerset Corporate Blvd.
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 34

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
Registration Number:	3568040	OBAGI ELASTIDERM

TRADEMARK

Property Type	Number	Word Mark
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:	2155067	OBAGI NU-DERM
Registration Number:	3813278	OBAGI NU-DERM
Registration Number:	4625205	OBAGI SKIN HEALTH INSTITUTE
Registration Number:	4328443	OBAGI SYSTEM
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

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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:	F173790
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	11/14/2017

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 November 9, 2017 by Barclays Bank PLC, a public limited company with offices located at 745 Seventh Avenue, New York, New York 10019, 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 OMP, Inc., a Delaware corporation with offices located at 400 Somerset Corporate Blvd., Bridgewater, NJ 08807, (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 Third Amended and Restated Credit and Guaranty Agreement, dated as of February 13, 2012, as amended by Amendment No. 1, dated as of March 6, 2012, by Amendment No. 2, dated as of September 10, 2012, by Amendment No. 3, dated as of January 24, 2013, by Amendment No. 4, dated as of February 21, 2013, by Amendment No. 5, dated as of June 6, 2013, by Amendment No. 6, dated as of June 26, 2013, by Amendment No. 7, dated as of September 17, 2013, by Amendment No. 8, dated as of December 20, 2013 by the Successor Agent Agreement, Amendment No. 9, dated as of January 8, 2015, Amendment No. 10, dated as of March 5, 2015, Amendment No. 11, dated as of May 29, 2015, by Amendment No. 12 and Waiver, dated as of April 11, 2016, by Amendment No. 13, dated as of August 23, 2016, by Amendment No. 14 dated as of March 21, 2017, by Amendment No. 15, dated as of March 28, 2017, and as further supplemented by the Joinder Agreements, dated as of June 14, 2012, July 9, 2012, September 11, 2012, October 2, 2012, December 11, 2012, each of the Joinder Agreements dated as of August 5, 2013, and each of the Joinder Agreements dated as of February 6, 2014, by the Joinder Agreements, each dated as of January 22, 2015 and by the Joinder Agreements, each dated as of April 1, 2015 (as it may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Valeant Pharmaceuticals International, Inc., a corporation continued under the laws of the Province of British Columbia (“VPII”), certain subsidiaries of VPII, as guarantors, the lenders from time to time party thereto, the Assignor and the others party thereto; (ii) that certain Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (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; and (iii) that certain Trademark Security Agreement, dated as of July 26, 2013 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 29, 2013 at Reel 005079, Frame 0282 and the Trademark Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on January 9, 2015 at Reel 5439, Frame 0392;

WHEREAS, pursuant to that certain Officer's Certificate dated as of November 9, 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 October 31, 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.

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:


Craig Malloy

Director

Signature Page to Trademarks OMP--Barclays PSA July 26, 2013 Release

TRADEMARK

REEL: 006204 FRAME: 0692

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademarks

No.	Jurisdiction	Registered Owner	Mark	App. No.	Reg. No.	App. Date	Reg. Date
1.	United States	OMP, Inc.	ACTION	75615067	2472716	1/4/1999	7/31/2001
2.	United States	OMP, Inc.	BLENDER	75615066	2302207	1/4/1999	12/21/1999
3.	United States	OMP, Inc.	BLUE PEEL	76464317	2950469	10/29/2002	5/10/2005
4.	United States	OMP, Inc.	BLUE PEEL	77941240	3924749	2/22/2010	3/1/2011
5.	United States	OMP, Inc.	BLUE PEEL RADIANCE	85175186	4043279	11/12/2010	10/18/2011
6.	United States	OMP, Inc.	CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM	77417283	3785353	3/10/2008	5/4/2010
7.	United States	OMP, Inc.	ELASTIDERM	78972392	3574189	9/12/2006	2/10/2009
8.	United States	OMP, Inc.	ELASTIDERM	77371708	3652060	1/15/2008	7/7/2009
9.	United States	OMP, Inc.	ELASTILASH	85102001	4003824	8/6/2010	7/26/2011
10.	United States	OMP, Inc.	EXFODERM	74660836	1958029	4/13/1995	2/20/1996
11.	United States	OMP, Inc.	NEW TO NU-DERM	85685521	4601982	7/24/2012	9/9/2014
12.	United States	OMP, Inc.	NU-DERM	85449656	4329021	10/18/2011	4/30/2013
13.	United States	OMP, Inc.	OBAGI	78201322	2786594	1/8/2003	11/25/2003
14.	United States	OMP, Inc.	OBAGI	74442512	2203028	9/30/1993	11/10/1998
15.	United States	OMP, Inc.	OBAGI	78198050	2838565	12/26/2002	5/4/2004
16.	United States	OMP, Inc.	OBAGI & Label Design	75979799	2450253	8/6/1998	5/8/2001
17.	United States	OMP, Inc.	OBAGI BLUE PEEL	74691164	2155170	6/20/1995	5/5/1998
18.	United States	OMP, Inc.	OBAGI CLENZIDERM	78910113	3410886	6/16/2006	4/8/2008
19.	United States	OMP, Inc.	OBAGI ELASTIDERM	77007945	3568040	9/26/2006	1/27/2009
20.	United States	OMP, Inc.	OBAGI FOR LIFE	77959765	3949060	3/16/2010	4/19/2011
21.	United States	OMP, Inc.	OBAGI HYDRATE	85696192	4456046	8/6/2012	12/24/2013
22.	United States	OMP, Inc.	OBAGI HYDRATE LUXE	85950577	4914115	6/4/2013	3/8/2016
23.	United States	OMP, Inc.	Obagi Label Design (no words)	75980004	2454186	8/6/1998	5/22/2001
24.	United States	OMP, Inc.	OBAGI MEDICAL & Design (Bars)	85740358	4390981	9/27/2012	8/27/2013
25.	United States	OMP, Inc.	OBAGI NU-DERM	74442192	2155067	9/30/1993	5/5/1998
26.	United States	OMP, Inc.	OBAGI NU-DERM	77816505	3813278	8/31/2009	7/6/2010
27.	United States	OMP, Inc.	OBAGI SKIN HEALTH INSTITUTE	85281848	4625205	3/30/2011	10/21/2014
28.	United States	OMP, Inc.	OBAGI SYSTEM & Design (Bars)	85763367	4328443	10/25/2012	4/30/2013
29.	United States	OMP, Inc.	OBAGI-C	78413318	2955085	5/5/2004	5/24/2005
30.	United States	OMP, Inc.	OTHERS PROMISE. OBAGI DELIVERS.	85475467	4161388	11/17/2011	6/19/2012
31.	United States	OMP, Inc.	ROSACLEAR	77571224	3703154	9/16/2008	10/27/2009
32.	United States	OMP, Inc.	SOLUZYL TECHNOLOGY	77368839	3501224	1/10/2008	9/16/2008
33.	United States	OMP, Inc.	SUNFADER	75615064	2300062	1/4/1999	12/14/1999
34.	United States	OMP, Inc.	TOLEREEN	76025767	2569150	4/14/2000	5/14/2002

TRADEMARK

RECORDED: 11/14/2017

REEL: 006204 FRAME: 0693