

Form PTO-1595 (Rev. 03-11)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Valeant International Bermuda (formerly known as Valeant International (Barbados) SRL); Valeant Laboratories International Bermuda (formerly known as Biovail Laboratories International (Barbados) SRL) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Goldman Sachs Lending Partners LLC</u> Internal Address: _____ Street Address: <u>200 West Street</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10282</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>July 3, 2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>13/390,022</u> B. Patent No.(s) Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>800-516-6304</u> Email Address: <u>MICHAEL.VIOLET@WOLTERSKLUWER.COM</u>		6. Total number of applications and patents involved: <u>21</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>Nicole Piazza</u> Signature Nicole Piazza Name of Person Signing		Date <u>7/27/12</u> Total number of pages including cover sheet, attachments, and documents: <u>8</u>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$840.00 1339002

SCHEDULE A
to
SUPPLEMENTAL PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Valeant Laboratories International Bermuda

Country	Title	Filing Date	Applic. No.	Issue Date	Patent No.	Assignee ¹	Status
United States	Pharmaceutical Compositions (Tetrabenazine Controlled Release Formulations)	27 Apr 2012	13/390,022			Valeant Laboratories International Bermuda	Pending

Valeant International Bermuda

Country	Title	Filing Date	Applic. No.	Issue Date	Patent No.	Assignee ²	Status
United States	Controlled release formulations using intelligent polymers	30 Dec 2011	13/341134			Valeant International Bermuda	Pending
United States	Cylindrical ocular inserts	15 Feb 2011	PCT/US 2012/025162			Valeant International Bermuda	Pending
United States	Cylindrical ocular inserts	15 Feb 2012	13/397185			Valeant International Bermuda	Pending
United States	Non-floss	08 Dec 2011	13/314,592			Valeant International Bermuda	Pending
United States	Method And Apparatus For Spinning Thermo-Flow Materials (FUISZ)	04 Feb 1994	08/192,133	27 Jun 1995	5,427,811	Valeant International Bermuda	Granted
United States	Method And Compositions For The Prevention And Treatment Of Diabetes Mellitus	23 Apr 1997	08/844,908	16 Feb 1999	5,871,769	Valeant International Bermuda	Granted
United States	Ocular strips	15 Feb 2012	13/397198			Valeant International Bermuda	Pending

¹ Indicates beneficial and/or record ownership.

² Indicates beneficial and/or record ownership.

United States	Ocular strips	15 Feb 2011	PCT/US 2012/025 168			Valeant International Bermuda	Pending
United States	Treating Eczema With A Combination Of Isotonic Saline Ocean And Nasal Mast Cell Stabilizers	30 Apr 2002	10/063,4 93	22 Jul 2003	6,596,2 84	Valeant International Bermuda	Granted
United States	Oil-In-Water Emulsion Containing Tretinoin (RENOVA)	07 Mar 2000	US 09/521,4 45	11 Mar 2003	6,531,1 41	Valeant International Bermuda	Granted
United States	Implant For Subcutaneous Or Intradermal Injection	26 Mar 2004		08 Jun 2010	7,731,7 58	Valeant International Bermuda	Granted
United States	Implant For Subcutaneous Or Intradermal Injection	08 Feb 1999		06 Apr 2004	6,716,2 51	Valeant International Bermuda	Granted
United States	Implant For Subcutaneous Or Intradermal Injection	12 Oct 2004	90,007,2 52			Valeant International Bermuda	Pending
United States	Topical Skin Treatment Kits	19 Aug 2011	13/213,4 71			Valeant International Bermuda	Pending
United States	Method And Compositions For The Prevention And Treatment Of Immunological Disorders, Inflammatory Diseases And Infections	23 Apr 1997	08/844,9 09	09 Aug 1999	5,939,3 94	Valeant International Bermuda	Granted
United States	Methods And Compositions For The Prevention And Treatment Of Muscle Cramps And Improving Muscular Strength	23 Apr 1997	08/844,9 88	13 Jul 1999	5,922,7 65	Valeant International Bermuda	Granted
United States	AQ	18 May 2012	13/475,3 54			Valeant International Bermuda	Pending
United States	AQ	18 May 2012	13/475,1 18			Valeant International Bermuda	Pending
United States	AQ	18 May 2012	13/475,1 96			Valeant International Bermuda	Pending
United States	Implant For Subcutaneous Or Intradermal Injection	21 May 2012	13/476,3 90			Valeant International Bermuda	Pending

SUPPLEMENTAL PATENT SECURITY AGREEMENT

This **SUPPLEMENTAL PATENT SECURITY AGREEMENT**, dated as of July 3, 2012 (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 Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, Valeant International (Barbados) SRL is party to a Debenture/Mortgage by Valeant International (Barbados) SRL in favor of the Collateral Agent, dated as of June 29, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Valeant Debenture/Mortgage**"), and Biovail Laboratories International (Barbados) SRL is party to a Debenture/Mortgage by Biovail Laboratories International (Barbados) SRL in favor of the Collateral Agent, dated as of June 29, 2011 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Biovail Debenture/Mortgage**" and, with the Valeant Debenture/Mortgage, collectively, the "**Barbados Debentures/Mortgages**") pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Barbados Debentures/Mortgages, Valeant International (Barbados) SRL and Biovail Laboratories International (Barbados) SRL executed and delivered to the Collateral Agent a Patent Security Agreement, dated as of June 29, 2011 (the "**Patent Security Agreement**"), which Patent Security Agreement was recorded with the United States Patent and Trademark Office on July 18, 2011, at Reel/Frame 026605/0801;

WHEREAS, Valeant International (Barbados) SRL has been continued under the laws of Bermuda and is now known as Valeant International Bermuda, and Biovail Laboratories International (Barbados) SRL has been continued under the laws of Bermuda and is now known as Valeant Laboratories International Bermuda;

WHEREAS, Valeant International Bermuda is party to a Deed of Charge, dated as of July 3, 2012, by Valeant International Bermuda in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Valeant Deed of Charge**") and Valeant Laboratories International Bermuda is party to a Deed of Charge, dated as of July 3, 2012, by Valeant Laboratories International Bermuda in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Valeant Laboratories Deed of Charge**" and, with the Valeant Deed of Charge, collectively, the "**Bermuda Deeds of Charge**");

WHEREAS, each of Valeant International Bermuda and Valeant Laboratories International Bermuda acknowledges, agrees and re-affirms the grant of the security interest in the Patent Collateral to the Collateral Agent pursuant to the Patent Security Agreement; and

WHEREAS, pursuant to the Bermuda Deeds of Charge, under which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral 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 Bermuda Deeds of Charge and used herein have the meaning given to them in the Bermuda Deeds of Charge.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the 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 "**Patent Collateral**"):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (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, but in any case excluding any Excluded Assets.

SECTION 3. Security Agreement

Each Grantor re-affirms the security interest granted under the Patent Security Agreement, and acknowledges and agrees that the security interest granted under the Patent Security Agreement and this Agreement is now governed by the Bermuda Deeds of Charge. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Bermuda Deeds of Charge, 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 Bermuda Deeds of Charge, the provisions of the Bermuda Deeds of Charge 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.

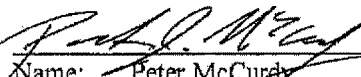
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALEANT INTERNATIONAL BERMUDA (formerly known as Valeant International (Barbados) SRL)

By: 
Name: Peter McCurdy
Title: Director

VALEANT LABORATORIES INTERNATIONAL BERMUDA (formerly known as Biovail Laboratories International (Barbados) SRL)

By: 
Name: Peter McCurdy
Title: Director

[Signature Page to Supplemental Patent Security Agreement (Bermuda Credit Parties)]

Accepted and Agreed:
GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:

Name:

Title:


Douglas Tansey
Authorized Signatory

[Signature Page to Supplemental Patent Security Agreement (Bermuda Credit Parties)]