

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3882013

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KLOX TECHNOLOGIES INC.	09/23/2013
RECEIVING PARTY DATA		
Name:	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	
Street Address:	4787 LEVY STREET	
City:	MONTREAL	
State/Country:	CANADA	
Postal Code:	H4R 2P9	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8334328
CORRESPONDENCE DATA		
Fax Number:	(412)281-0717	
<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:	412-454-5000	
Email:	docketingpgh@pepperlaw.com	
Correspondent Name:	PEPPER HAMILTON LLLP	
Address Line 1:	500 GRANT STREET	
Address Line 2:	SUITE 5000	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507	
ATTORNEY DOCKET NUMBER:	135036.00201	
NAME OF SUBMITTER:	ALICIA M. PALLADINO, REG. NO. 73,160	
SIGNATURE:	/Alicia M. Palladino/	
DATE SIGNED:	05/20/2016	
Total Attachments: 7		
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SHORT FORM PATENT PROPERTIES ASSIGNMENT

This **SHORT FORM PATENT PROPERTIES ASSIGNMENT** ("**Assignment**"), effective November 14, 2012, is by and between KLOX TECHNOLOGIES INC., a Canadian corporation, (the "**Assignor**") having its principal place of business at 275 boul. Armand-Frappier, Laval, Quebec, H7V 4A7, Canada and VALEANT PHARMACEUTICALS INTERNATIONAL, INC., a Canadian corporation, (the "**Assignee**") having its principal place of business at 4787 Levy Street, Montreal, Quebec, H4R 2P9, Canada.

WHEREAS, Assignee and Assignor have entered that certain Asset Purchase Agreement dated November 14, 2012 (the "**Asset Purchase Agreement**") pursuant to which Assignor agreed to sell, assign and transfer to Assignee and Assignee agreed to purchase from Assignor certain Purchased Assets including the Assigned Intellectual Property, as these terms are defined in the Asset Purchase Agreement, including, without limitation, the Patent Properties set forth on Attachment A hereto ("**Patent Properties**"); and

WHEREAS, Assignor and Assignee desire to effectuate such assignment of Patent Properties pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties represent, covenant and agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.

2. **Assignment.** Assignor does hereby irrevocably assign, transfer, convey, grant and set over to Assignee, and Assignee agrees to accept any such assignment, transfer, conveyance, grant and set over of, all of Assignor's worldwide and entire right, title and interest in and to the Patent Properties and any and all intellectual property rights inherent in the Patent Properties and appurtenant thereto. Any assignment of rights shall be held and enjoyed by Assignee, its successors and assigns from and after the date of such assignment as fully and entirely as the same would have been held and enjoyed by Assignor had such assignment not been made.

3. **Acceptance of Assignment.** Assignee hereby accepts the rights and properties hereby assigned and transferred to it herein.

4. **Right to Sue for Past Infringement.** Assignor also assigns to Assignee all of Assignor's right, title, interest and standing to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Patent Properties, including, without limitation, the right (i) to sue for all past, present and future infringements, misappropriations or other violations of any rights relating thereto; (ii) to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits; and (iii) to do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

5. **Cooperation.** Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

6. **Entire Agreement.** This Assignment, together with the Asset Purchase Agreement, contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

7. **Binding Assignment.** This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

8. **Governing Law.** This Assignment shall be governed by and construed under the laws of the Province of Quebec and the federal laws of Canada applicable therein, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.


9. **Severability.** If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. **Counterparts.** This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Short Form Patent Assignment to be duly executed.

KLOX TECHNOLOGIES INC.,
Assignor

By: 
Name: LISE HERBERT
Title: PRESIDENT + CEO

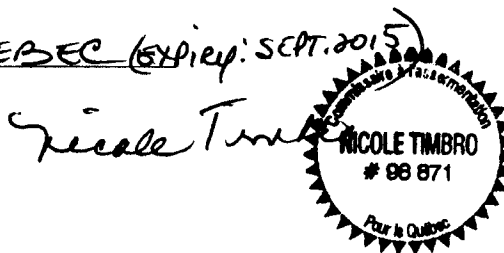
ACKNOWLEDGEMENT
PROVINCE OF QUEBEC
COUNTY OF _____

) TO ALL TO WHOM THESE PRESENTS
) MAY COME, BEEN SEEN OR KNOWN.
)
)

TO WIT:

I, NICOLE TIMBRO, of the City of LAVAL, in the Province of QUEBEC, a Notary Public by lawful authority, duly authorized, commissioned and sworn, DO HEREBY CERTIFY that on the 23rd day of SEPTEMBER, 2013, personally appeared before, LISE HERBERT, the PRESIDENT + CEO of KLOX TECHNOLOGIES INC., a CANADIAN CORPORATION and he acknowledged that he did freely and voluntarily execute the annexed paper or writing to and for the uses and purposes therein named; AND I FURTHER CERTIFY that I am a Notary Public in and for the Province of QUEBEC.
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal at Town of LAVAL, QUEBEC this 23rd day of SEPTEMBER, 2013.

A Notary Public in and for the Province of QUEBEC (Expiry: SEPT. 2015)



VALEANT PHARMACEUTICALS
INTERNATIONAL, INC.,
Assignee

By: [Signature]
Name: Robert Chai-Dnn
Title: EVP, GC, Corp. Sec. & Corp.
BD

Reviewed
JPV
by Legal

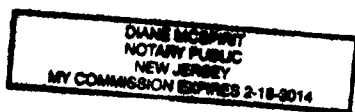
On this 5th day of December, 2013, before me personally appeared
Robert Chai-Dnn (name), EVP, GC, Corp. Sec. & Corp. BD (title), of Valeant Pharmaceuticals
International, Inc., known to be the person named in and who executed the attached document,
and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

[Signature]
Notary Public

12/5/2013
Date

My commission expires 2/18/2014



[Signature Page to Short Form Patent Properties Assignment]

ATTACHMENT A

The “Pen Intellectual Property” means those patent applications set forth below and labeled as “Pen Intellectual Property” and reissued patents, patents issuing from an application or continuation application, divisional applications continuation-in-part applications, or other applications claiming priority to the Pen Intellectual Property, and any corresponding foreign patent applications, relating thereto other than the CIP Pen Intellectual Property (as defined in the Asset Purchase Agreement”).

“Pen Intellectual Property” are:

COUNTRY	TITLE	APPLICATION NUMBER	FILING DATE	STATUS
US	Device and method for teeth brightening	US 13/069,341	22-Mar-11	Pending
PCT	Device and method for teeth brightening	PCT/CA2012/50177	22-Mar-12	Pending

The “Issued Core Intellectual Property” means those patents set forth below and labeled as “Issued Core Intellectual Property” and reissued patents and reexamined patents thereof.

“Issued Core Intellectual Property” are:

COUNTRY	TITLE	APPLICATION NUMBER	FILING DATE	PATENT NUMBER
US	Teeth Whitening composition and methods	US 11/598,206	09-Nov-06	US 8,075,875
Europe (Validated in Belgium, Switzerland, Cyprus, Germany, Spain, France, UK, Greece, Italy, Ireland, Netherlands, Poland, Portugal	Teeth Whitening compositions and methods	EP 6849243.8	09-Nov-06	EP 1951184

The “Extended Core Intellectual Property” means those patents and patent applications set forth below and labeled as “Extended Core Intellectual Property” and reissued patents, patents issuing from an application or continuation application, divisional applications continuation-in-part applications, or other applications claiming priority to the Extended Core Intellectual Property, and any corresponding foreign patent applications, relating thereto.

“Extended Core Intellectual Property” are:

COUNTRY	TITLE	APPLICATION NUMBER	FILING DATE	STATUS
US	Compositions and methods for teeth whitening	61/701,354	14-Sep-12	Pending

The “Gum Barrier Intellectual Property” means those patents and patent applications set forth below and labeled as “Gum Barrier Intellectual Property” and reissued patents, patents issuing from an application or continuation application, divisional applications continuation-in-part applications, or other applications claiming priority to the Gum Barrier Intellectual Property, and any corresponding foreign patent applications, relating thereto.

“Gum Barrier Intellectual Property” are:

COUNTRY	TITLE	APPLICATION NUMBER	FILING DATE	STATUS
PCT	Photopolymerization material for gums isolation	PCT/GR07/00006	09-Feb-07	Closed
US	Photopolymerization material for gums isolation	12/525,890	09-Feb-07	Allowed
Brazil	Photopolymerization material for gums isolation	PI0720819-7	09-Feb-07	Pending
Canada	Photopolymerization material for gums isolation	2677468	09-Feb-07	Allowed
China	Photopolymerization material for gums isolation	200780051167.90	09-Feb-07	Pending
Europe	Photopolymerization material for gums isolation	7705388.2	09-Feb-07	Pending
Hong Kong	Photopolymerization material for gums isolation	9110605.7	09-Feb-07	Pending
Japan	Photopolymerization material for gums isolation	2009-548753	09-Feb-07	Pending

COUNTRY	TITLE	APPLICATION NUMBER	FILING DATE	STATUS
Republic of Korea	Photopolymerization material for gums isolation	2009-7016108	09-Feb-07	Pending