

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4431925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALDEN OPTICAL LABORATORIES, INC.	05/01/2017
BAUSCH & LOMB INCORPORATED	05/01/2017
BAUSCH & LOMB PHARMA HOLDINGS CORP.	05/01/2017
DENDREON PHARMACEUTICALS, INC.	05/01/2017
DOW PHARMACEUTICAL SCIENCES, INC.	05/01/2017
MEDICIS PHARMACEUTICAL CORPORATION	05/01/2017
SALIX PHARMACEUTICALS, INC.	05/01/2017
SALIX PHARMACEUTICALS, LTD.	05/01/2017
SANTARUS, INC.	05/01/2017
SPROUT PHARMACEUTICALS, INC.	05/01/2017
SYNERGETICS USA, INC.	05/01/2017
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 29	
Property Type	Number
Patent Number:	9561208
Application Number:	15332933
Application Number:	15425844
Application Number:	15187751
Application Number:	15332909
Application Number:	15343457
Application Number:	15410428
PCT Number:	US2016027204
Application Number:	15293562
Application Number:	15142932

Property Type	Number
Application Number:	15268267
Application Number:	15212720
Application Number:	15398283
Application Number:	15281543
Application Number:	62402119
Application Number:	62345330
PCT Number:	US2016029419
Application Number:	15139513
Application Number:	62358416
Application Number:	62402970
PCT Number:	US2016034235
Application Number:	15165044
PCT Number:	US2016014872
PCT Number:	US2015053248
Application Number:	15141099
Application Number:	15155733
Application Number:	15228711
Application Number:	14940802
Application Number:	15270167

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 6142803568

Email: John.Salvage@Wolterskluwer.com

Correspondent Name: CT CORPORATION SYSTEM

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/25/2017

Total Attachments: 15

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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)

Alden Optical Laboratories, Inc.
Bausch & Lomb Incorporated
Bausch & Lomb Pharma Holdings Corp.
Dendreon Pharmaceuticals, Inc.

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 1, 2017

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Barclays Bank PLC, as Collateral Agent

Internal Address: _____

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 29

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 25, 2017
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

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

Addendum to Cover Page of Patents Form Cover Sheet

1. Name of conveying party(ies)

Dow Pharmaceutical Sciences, Inc.
Medicis Pharmaceutical Corporation
Salix Pharmaceuticals, Inc.
Salix Pharmaceuticals, Ltd.
Santarus, Inc.
Sprout Pharmaceuticals, Inc.
Synergetics USA, Inc.

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 1, 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 Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to the Second Amended and Restated Pledge and Security Agreement dated as of February 13, 2012 (the “**Pledge and Security Agreement**”) between 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 Patent 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 Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

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

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and 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 Pledge and Security Agreement, 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement 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.

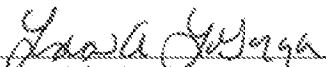
SECTION 5. Counterparts

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.

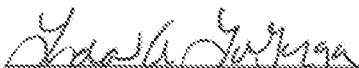
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**ALDEN OPTICAL LABORATORIES,
INC., as Grantor**

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

**BAUSCH & LOMB INCORPORATED,
as Grantor**

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

**BAUSCH & LOMB PHARMA HOLDINGS
CORP., as Grantor**

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

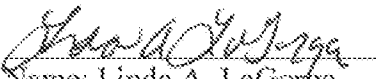
**DENDREON PHARMACEUTICALS,
INC., as Grantor**

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

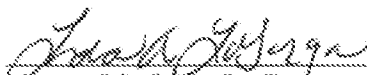
**DOW PHARMACEUTICAL SCIENCES,
INC., as Grantor**

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

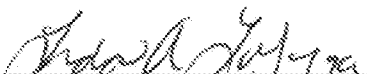
**MEDICIS PHARMACEUTICAL
CORPORATION, as Grantor**

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer


SALIX PHARMACEUTICALS, INC., as
Grantor

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

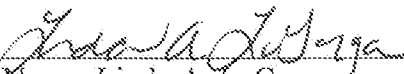
SALIX PHARMACEUTICALS, LTD., as
Grantor

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

SANTARUS, INC., as Grantor

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

SPROUT PHARMACEUTICALS, INC.,
as Grantor

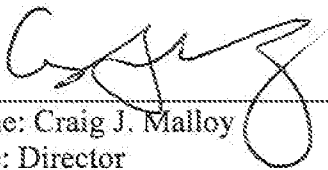
By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

SYNERGETICS USA, INC., as Grantor

By: 
Name: Linda A. LaGorga
Title: Senior Vice President and
Treasurer

Accepted and Agreed:
BARCLAYS BANK PLC,
as Collateral Agent

By:


Name: Craig J. Malloy
Title: Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Appl. No.	Appl. Date	Patent No.	Publ. Date
TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	15/094895	4/8/2016	9561208	8/4/2016
TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	15/332933	10/24/2016		
TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	15/425844	2/6/2017		

Title	Appl. No.	Appl. Date	Patent No.	Publ. Date
METHOD OF TREATING ACTINIC KERATOSIS WITH 3.75% IMIQUIMOD CREAM	15/187751	6/20/2016		10/20/2016
COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	15/332909	10/24/2016		
BROMFENAC BIOAVAILABILITY	15/343457	11/4/2016		
GASTRORETENTIVE DOSAGE FORMS FOR MINOCYCLINE	15/410428	1/19/2017		
ULTRASONIC NEEDLES AND TRANSDUCER ASSEMBLIES FORMED OF NON-METAL MATERIALS OR A COMBINATION OF MATERIALS	PCT/US2016/027204	4/13/2016		10/27/2016
VIBRATING SURGICAL DEVICE FOR REMOVAL OF VITREOUS AND OTHER TISSUE	15/293562	10/14/2016		

Title	Appl. No.	Appl. Date	Patent No.	Publ. Date
ULTRASONIC SURGICAL ASPIRATION NEEDLE ASSEMBLY WITH MOLDED HUB	15/142932	4/29/2016		
GENE EXPRESSION MARKERS FOR PREDICTING OVERALL SURVIVAL IN SUBJECTS TREATED WITH SIPULEUCEL-T	15/268267	9/16/2016		
METHODS OF TREATING HEPATIC ENCEPHALOPATHY	15/212720	7/18/2016		
METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	15/398283	1/4/2017		
FORMULATIONS OF RIFAXIMIN AND USES THEREOF	15/281543	9/30/2016		
SOLID DISPERSION FORMS OF RIFAXIMIN	62/402119	9/30/2016		

Title	Appl. No.	Appl. Date	Patent No.	Publ. Date
SURGICAL DEVICES WITH TRIGGERED PROPULSION SYSTEM FOR INSERTING A TROCAR-CANNULA ASSEMBLY	62/345330	6/3/2016		
CAST MOLDING TORIC CONTACT LENSES	PCT/US2016/029419	4/27/2016		11/17/2016
CAST MOLDING TORIC CONTACT LENSES	15/139513	4/27/2016		
PRISM BALLASTED CONTACT LENS	62/358416	7/5/2016		
METHOD AND APPARATUS FOR FORMING A LENS	62/402970	9/30/2016		
METHOD FOR OBTAINING CONTACT LENSES WITH DYNAMICALLY CONTROLLED SAGITTA AND CLEARANCE	PCT/US2016/034235	5/26/2016		12/8/2016

Title	Appl. No.	Appl. Date	Patent No.	Publ. Date
CONTACT LENS WITH DYNAMICALLY CONTROLLED SAGITTA AND LENS CLEARANCE	15/165044	5/26/2016		
OPHTHALMIC SUSPENSION COMPOSITIONS	PCT/US2016/014872	1/26/2016		8/4/2016
ULTRASONIC NEEDLES AND TRANSDUCER ASSEMBLIES FORMED OF NON-METAL MATERIALS OR A COMBINATION OF MATERIALS	PCT/US2016/027204	4/13/2016		10/27/2016
ULTRASONIC VITRECTOMY NEEDLE	PCT/US2015/053248	9/30/2015		4/21/2016
FORMS OF RIFAXIMIN AND USES THEREOF	15/141099	2/25/2009		11/3/2016
RIFAXIMIN DERIVATIVE AND USES THEREOF	15/155733	1/25/2013		9/8/2016
SELECTION AND TREATMENT OF SUBJECTS	15/228711	2/2/2012		11/24/2016

Title	Appl. No.	Appl. Date	Patent No.	Publ. Date
USE OF FLIBANSERIN IN THE TREATMENT OF OBESITY	14/940802	7/31/2006		5/19/2016
TREATING SEXUAL DESIRE DISORDERS WITH FLIBANSERIN	15/270167			
ULTRASONIC NEEDLES AND TRANSDUCER ASSEMBLIES FORMED OF NON-METAL MATERIALS OR A COMBINATION OF MATERIALS	PCT/US2016/027204	4/13/2016		10/27/2016