

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4510979

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

**CONVEYING PARTY DATA**

Name	Execution Date
DOW PHARMACEUTICAL SCIENCES, INC.	07/17/2017

**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

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	8288434
Patent Number:	8663699
Patent Number:	9504704
Patent Number:	8895070
Patent Number:	9078870
Patent Number:	9561208
Patent Number:	8039494
Patent Number:	8486978
Patent Number:	9302009
Patent Number:	9566272
Patent Number:	8809307
Patent Number:	8124123
Patent Number:	6387383
Patent Number:	6517847
Application Number:	15332933
Application Number:	15425844
Application Number:	13613401
Application Number:	13352712
Application Number:	12925214

PATENT

Property Type	Number
Application Number:	14216722
Application Number:	14491889
Application Number:	15332909
Application Number:	13478249
Application Number:	14340367
Application Number:	14505379
Application Number:	14552307

**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 DOW PHARMA

**NAME OF SUBMITTER:** EMILY OHANNESSIAN

**SIGNATURE:** /Emily Ohannessian/

**DATE SIGNED:** 07/19/2017

**Total Attachments: 8**

- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page2.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page3.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page4.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page5.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page6.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page7.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page8.tif
- source=#89890095v1 - (DOW PHARMACEUTICAL SCIENCES, INC. - patent SA)#page9.tif

## PATENT SECURITY AGREEMENT

This **PATENT 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 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 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 “**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 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 Patent 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.

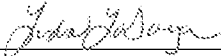
**SECTION 5. Counterparts**

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.

**DOW PHARMACEUTICAL SCIENCES, INC.**

By:   
Name: Linda LaGorga  
Title:

Accepted and Agreed:  
**THE BANK OF NEW YORK MELLON**  
as Collateral Agent

By: Joellen F. McNamara  
Name:  
Title: **Joellen F. McNamara**  
**Vice President**

## DOW PHARMACEUTICAL SCIENCES, INC.

## SCHEDULE 1

Country	Status	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Patent No.	Title	Current Owner
United States	ISSUED	12/455525	6/3/2009	2009-0306172-A1	12/10/2009	8288434	TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	13/869494	4/24/2013	2013-0236549-A1	9/12/2013	8663699	TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	14/260211	4/23/2014	2014-0235560-A1	8/21/2014	9504704	TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	14/065186	10/28/2013	2014-0050792-A1	2/20/2014	8895070	TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	14/065199	10/28/2013	2014-0134252-A1	5/15/2014	9078870	TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE	DOW PHARMACEUTICAL SCIENCES, INC.

							ORGANIC SOLVENT	
United States	ISSUED	15/094895	4/8/2016	2016-0220528-A1	8/4/2016	9561208	TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PENDING	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	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PENDING	15/425844	2/6/2017				TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	13/613401	9/13/2012	2013-0012460-A1	1/10/2013		TOPICAL PHARMACEUTICAL FORMULATIONS CONTAINING A LOW CONCENTRATION OF BENZOYL PEROXIDE IN SUSPENSION IN WATER AND A WATER-MISCIBLE ORGANIC SOLVENT	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	13/352712	1/18/2012	2012-0115801-A1	5/10/2012		METHOD FOR OBTAINING A STABLE DISPERSION OF BENZOYL PEROXIDE	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	12/925214	10/15/2010	2011-0092562-A1	4/21/2011		METHOD FOR WETTING A POWDER CONTAINING BENZOYL PEROXIDE	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ALLOWED	14/216722	3/17/2014	2014-02718	9/18/2014		IMPROVED KINETIN/ZEATIN	DOW PHARMACEUTICAL



				26-A1			TOPICAL FORMULATION	AL SCIENCES, INC.
United States	ISSUED	12/803848	7/8/2010			8039494	COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	13/199717	9/7/2011	2012-0010246-A1	1/12/2012	8486978	COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	13/943165	7/16/2013	2014-0228403-A1	8/14/2014	9302009	COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	14/491889	9/19/2014	2015-0073020-A1	3/12/2015		COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	14/755699	6/30/2015	2015-0374679-A1	12/31/2015	9566272	COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PENDING	15/332909	10/24/2016				COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PENDING	13/478249	5/23/2012				TOPICAL PHARMACEUTICAL COMPOSITIONS CONTAINING A NEUROKININ-1 ANTAGONIST	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	13/287176	11/2/2011	2012-0129824-A1	5/24/2012	8809307	PHARMACEUTICAL FORMULATIONS CONTAINING CORTICOSTEROIDS FOR TOPICAL ADMINISTRATION	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	14/340367	7/24/2014	2014-0336161-A1	11/13/2014		PHARMACEUTICAL FORMULATIONS CONTAINING CORTICOSTEROIDS FOR TOPICAL ADMINISTRATION	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	14/505379	10/2/2014	2015-0099785-A1	4/9/2015		STABILIZED EFINACONAZOLE COMPOSITIONS	DOW PHARMACEUTICAL SCIENCES, INC.
United States	PUBLISHED	14/552307	11/24/2014	2015-0148378-A1	5/28/2015		ANTI-INFECTIVE METHODS, COMPOSITIONS, AND DEVICES	DOW PHARMACEUTICAL SCIENCES, INC.
United States	ISSUED	12/002417	12/17/2007	2009-0060994-	3/5/2009	8124123	CONTROLLED RELEASE AZITHROMYCIN	DOW PHARMACEUTICAL SCIENCES,

				A1			SOLID DOSAGES FORMS	INC.
United States	ISSUED	09/632508	8/3/2000			6387383	TOPICAL LOW- VISCOSITY GEL COMPOSITION	DOW PHARMACEUTIC AL SCIENCES, INC.
United States	ISSUED	10/096516	3/8/2002	2002- 01768 91- A1	11/28/200 2	6517847	TOPICAL GEL DELIVERY SYSTEM	DOW PHARMACEUTIC AL SCIENCES, INC.