

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		12/12/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Valeant International (Barbados) SRL		
Street Address:	Welches		
City:	Christ Church		
State/Country:	BARBADOS		
Postal Code:	BB17154		
Entity Type:	society with restricted liability: BARBADOS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1923213	BIAFINE	
Registration Number:	2270330	BIAFINE	
Serial Number:	76667463	BIAFINESUN	
Serial Number:	77521383	CICABIAFINE	
Registration Number:	2893833	ERTACZO	
Registration Number:	0679911	GRIFULVIN	
Registration Number:	0737434	GRIFULVIN V	
Registration Number:	3606142	MICRO	
Serial Number:	77982231	ORTHO DERMATOLOGICS	
Serial Number:	77472999	ORTHO DERMATOLOGICS	
Registration Number:	1901121	RENOVA	
Registration Number:	2021213	RENOVA	
Registration Number:	2055366	RENOVA (TRETINOIN EMOLLIENT CREAM) 0.05%	
Registration Number:	0921425	RETIN A	

TRADEMARK

Registration Number:	2107822	RETIN-A MICRO
Registration Number:	2131248	RETIN-A MICRO (TRETINOIN GEL) MICROSPHERE, 0.1% ORTHO

CORRESPONDENCE DATA

Fax Number: (202)280-1177
Phone: 904 247 2620
Email: eastdocket@holleymenker.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: James R. Menker, Holley & Menker, P.A.
Address Line 1: P.O. Box 331937
Address Line 4: Atlantic Beach, FLORIDA 32233

ATTORNEY DOCKET NUMBER: 1001.3000

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: James R. Menker

Signature: /JMENKER/

Date: 01/09/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of this 12th day of December, 2011 ("Effective Date") is made by and between **Johnson & Johnson**, a New Jersey corporation ("Assignor"), and **Valeant International (Barbados) SRL**, an international society with restricted liability established under the laws of Barbados ("Assignee").

WHEREAS, Janssen Pharmaceuticals, Inc., Valeant Pharmaceuticals International, Inc. and Assignee entered into an Asset Purchase Agreement dated as of July 15, 2011 (the "Asset Purchase Agreement");

WHEREAS, Assignor desires to sell, convey, assign and transfer to Assignee all of its rights, titles, and interests in, to and under the registrations and registration applications for and rights relating to, (i) the trademarks, trade dress, service marks, service names, brand marks and trade names listed on **Schedule A** (the "Marks") and (ii) the domain names set forth on **Schedule B** (the "Domain Names") and, collectively with the Marks, the "Transferred Intellectual Property") together with all goodwill associated therewith, subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, Assignee desires to purchase, acquire and accept from Assignor all of Assignor's rights, titles, and interests in, to and under the Transferred Intellectual Property together with all goodwill associated therewith, subject to the terms and conditions of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor's rights, titles, and interests in, to and under the Transferred Intellectual Property, and the goodwill of the business associated therewith. Assignor further assigns to Assignee all right to sue for any past, present, or future infringement of the Transferred Intellectual Property, and to receive and recover damages and profits therefrom.

Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States to record all of the Marks in the name of Assignee and issue any and all trademark registrations from any and all applications for trademark registration included in the Marks in the name of Assignee.

For no further consideration, Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may be reasonably required to have the Marks properly and duly registered with the United States Patent and Trademark Office; provided, however, that Assignee shall prepare and deliver for execution any and all necessary assignments with respect to the Marks within twelve (12) months after the Effective Date, which twelve (12) month period may be extended for an additional reasonable period of time by Assignee with the consent of Assignor (which consent shall not be unreasonably denied). Assignee agrees that, following the Effective Date, it shall promptly prepare any such additional instruments or documents necessary to assign, convey or transfer the Marks.

For no further consideration, promptly following the Closing (as defined in the Asset Purchase Agreement), and in no event longer than thirty (30) days thereafter, the parties hereto shall cooperate in good faith to register the Domain Names in the name of the Assignee.

This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflicts of law principles thereof to the extent such principles would permit or require the application of the laws of another jurisdiction.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered by its duly authorized representatives as of the Effective Date.

Assignor: **Johnson & Johnson**

Assignee: **Valeant International
(Barbados) SRL**

By: *Cheryl L. Foytlin*

By: _____

Name: CHERYL L. FOYTLIN

Name: _____

Title: AUTHORIZED SIGNATORY

Title: _____

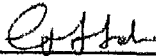
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Assignor: Johnson & Johnson

Assignee: Valeant International
(Barbados) SRL

By: _____

By: 

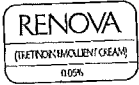

Name: _____

Name: Graham Jackson

Title: _____

Title: Vice President, Commercial &
Technical Operations

Trademark Assignment: Schedule A

Trademark name	Country [W]	Filing Number	Filing date	First registration number
BIAFINE	UNITED STATES OF AMERICA	74/496392	01/MAR/1994	1923213
BIAFINE	UNITED STATES OF AMERICA	75/392423	19/NOV/1997	2270330
BIAFINE	VIRGIN ISLANDS OF THE UNITED STATES	6498	03/OCT/1995	6498
BIAFINESUN	UNITED STATES OF AMERICA	76/667463	10/OCT/2006	
CICABIAFINE	UNITED STATES OF AMERICA	77/521383	14/JUL/2008	
ERTACZO	UNITED STATES OF AMERICA	78/125990	03/MAY/2002	2893833
GRIFULVIN	UNITED STATES OF AMERICA	72/064003	01/DEC/1958	0,679,911
GRIFULVIN V	UNITED STATES OF AMERICA	72/127782	01/SEP/1961	0,737,434
MICRO	UNITED STATES OF AMERICA	78/969172	7/JUN/2006	3606142
ORTHO DERMATOLOGICS	UNITED STATES OF AMERICA	77/982231	13/May/2008	
ORTHO DERMATOLOGICS	UNITED STATES OF AMERICA	77/472999	13/May/2008	
RENOVA	UNITED STATES OF AMERICA	74/075658	01/JUL/1990	1901121
RENOVA	UNITED STATES OF AMERICA	74/545921	01/JUL/1994	2021213
RENOVA LABEL DESIGN 	UNITED STATES OF AMERICA	75/118680	13/JUN/1996	2055366
RETIN A	UNITED STATES OF AMERICA	72/326238	01/MAY/1969	921425
RETIN-A MICRO	UNITED STATES OF AMERICA	75/062944	01/FEB/1996	2107822
RETIN-A MICRO PACKAGE DESIGN 	UNITED STATES OF AMERICA	75/124887	01/JUN/1996	2131248