

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAUSCH & LOMB INCORPORATED		08/09/2018	Corporation: NEW YORK
Valeant Pharmaceuticals Ireland Limited		08/09/2018	Private Company Limited by Shares: IRELAND
VALEANT Sp.z.o.o.sp.j.		08/09/2018	Limited Liability Company: POLAND
VALEANT PHARMACEUTICALS IRELAND		08/09/2018	Private Company Limited by Shares: IRELAND

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
Entity Type:	PLC: ENGLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1143283	GUCCI
Registration Number:	1143284	PRODEX
Registration Number:	1070723	DYCALDEN
Registration Number:	1123252	TAKING PART
Registration Number:	1444842	CARDIZEM
Serial Number:	87910165	BAUSCH + LOMB VETERINARY SOLUTIONS
Serial Number:	87884008	BAUSCH HEALTH
Serial Number:	87883967	BAUSCH HEALTH
Serial Number:	87949628	BAUSCH HEALTH
Serial Number:	87949621	BAUSCH HEALTH
Serial Number:	87949603	BAUSCH HEALTH
Serial Number:	87949609	BAUSCH HEALTH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87884220	BAUSCH HEALTH COMPANIES
Serial Number:	87883981	BAUSCH HEALTH COMPANIES
Serial Number:	87941682	BAUSCH HEALTH
Serial Number:	87941676	BAUSCH HEALTH
Serial Number:	87953650	BAUSCH HEALTH
Serial Number:	87847472	ACCUREP
Serial Number:	87871415	BRYHALI
Serial Number:	87871363	BRYHALO
Serial Number:	87871432	GOHALZ
Serial Number:	87803940	PAINSTIPATION

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@coagencyglobal.com

Correspondent Name: Melony Sot

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: F178652 TM Barclay

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 08/10/2018

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 9, 2018, (this “**Agreement**”), among the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) and Barclays Bank PLC (“**Barclays**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Third Amended and Restated Pledge and Security Agreement, dated as of June 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers subject to the terms and conditions set forth in that certain Fourth Amended and Restated Credit and Guaranty Agreement dated as of June 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among Bausch Health Companies, Inc. (formerly known as Valeant Pharmaceuticals International, Inc., the “**Parent**”), Valeant Pharmaceuticals International (“**VPI**” and, together with the Parent, the “**Borrowers**”), certain subsidiaries of the Parent, as subsidiary guarantors, the Lenders from time to time party thereto (the “**Lenders**”), and Barclays, in its capacities as the Swingline Lender and as Administrative Agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.3 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (the Trademark Collateral, Patent Collateral and Copyright Collateral, each as defined below, collectively, the “**IP Collateral**”):

A. The “**Trademark Collateral**”, defined as set forth in paragraphs (1) through (4) directly below:

1. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
2. all goodwill associated with or symbolized by the Trademarks;
3. the right to sue third parties for past, present and future infringements, dilutions or violations of any Trademark; and

4. all proceeds of and rights associated with the foregoing;

B. The “**Patent Collateral**”, defined as set forth in paragraphs (1) through (3) directly below:

1. all Patents, including those Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
2. the right to sue third parties for past, present and future infringements of any Patent; and
3. all proceeds of and any right associated with the foregoing; and

C. The “**Copyright Collateral**”, defined as set forth in paragraphs (1) through (3) directly below:

1. all Copyrights, including those Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;
2. the right to sue third parties for past, present and future infringements of any Copyright, and
3. all proceeds of and rights associated with the foregoing;

Notwithstanding anything to the contrary in (A) through (C) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.


SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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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BAUSCH & LOMB INCORPORATED

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer


INKINE PHARMACEUTICAL COMPANY,
INC.

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer


DOW PHARMACEUTICAL SCIENCES, INC.

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

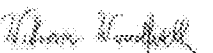
VALEANT PHARMACEUTICALS NORTH
AMERICA LLC

By: 
Name: William N. Woodfield
Title: Vice President, Capital Markets,
Treasury

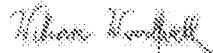
MEDICIS PHARMACEUTICAL
CORPORATION

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

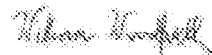
SALIX PHARMACEUTICALS, LTD.

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

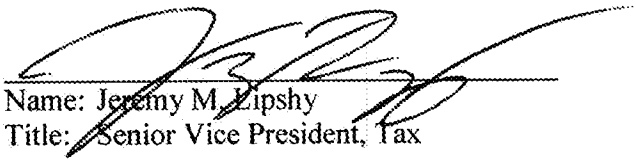
SOLTA MEDICAL, INC.

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

TECHNOLAS PERFECT VISION GMBH


Name: William N. Woodfield
Title: Treasurer

SALIX PHARMACEUTICALS, INC.

By: 
Name: Jeremy M. Lipshy
Title: Senior Vice President, Tax

TRADEMARK

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VALEANT INTERNATIONAL LUXEMBOURG
S.À R.L.

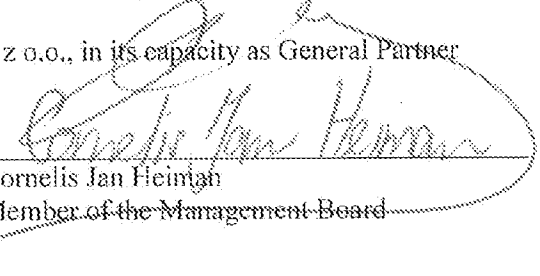
By: 

Name: Franck Decombet
Title: Class B Manager

VP VALEANT SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ SP.J.

By: Valeant sp. z o.o., in its capacity as General Partner


By:


Name: Cornelis Jan Heintj

Title: Member of the Management Board

TECHNOLOGIES PERFECT VISION GMBH

By:


Name: Kühne, Eberhard

Title: Managing Director

VALEANT PHARMACEUTICALS IRELAND
LIMITED

By: *Michael Kennan*

Name: Michael Kennan

Title: Director

Accepted and Agreed:
BARCLAYS BANK PLC.
as Collateral Agent

By: Robert Walsh

Name:

Title:

Robert Walsh
Assistant Vice President

Schedule I - Trademark Collateral

See attached.

Current Owner	MarkName	Current Application Number	Current Registration Number
BAUSCH & LOMB INCORPORATED	BAUSCH + LOMB VETERINARY SOLUTION	87910165	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH	87884008	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH	87883967	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH (STYLIZED AND/OR WIT	87949628	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH (STYLIZED AND/OR WIT	87949621	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH (STYLIZED AND/OR WIT	87949603	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH (STYLIZED AND/OR WIT	87949609	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH COMPANIES	87884220	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH COMPANIES	87883981	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH LOGO (COLOUR)	87941682	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH LOGO (COLOUR)	87941676	
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH LOGO (STYLIZED AND/O	87953650	
Valeant Pharmaceuticals Ireland Limited	EyeCee	1143283	1143283
Valeant Pharmaceuticals Ireland Limited	EyeCee	1143284	1143284
Valeant Pharmaceuticals Ireland Limited	MOBIVEN	1070723	1070723
Valeant Pharmaceuticals Ireland Limited	SURGIDIS Surgical Instruments	1123252	1123252
Valeant Pharmaceuticals Ireland Limited	ACCUREP	87847472	
Valeant Pharmaceuticals Ireland Limited	BRYHALI	87871415	
Valeant Pharmaceuticals Ireland Limited	BRYHALO	87871363	
Valeant Pharmaceuticals Ireland Limited	GOHALZ	87871432	
Valeant Pharmaceuticals Ireland Limited	PAINSTIPATION	87803940	
VALEANT Sp.z.o.o.sp.j.	EYECCE	79123380	4370549
VALEANT Sp.z.o.o.sp.j.	EYECCE & DESIGN	79123381	4370550
VALEANT Sp.z.o.o.sp.j.	SURGIDIS SURGICAL INSTRUMENTS & DE	79115613	4336785
VALEANT PHARMACEUTICALS IRELAND	CARDIZEM	73633651	1444842

Schedule II – Patent Collateral

See attached.

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
95/000301		6660297	NUTRITIONAL SUPPLEMENT TO TREAT MACULAR DEGENERATION	BAUSCH & LOMB INCORPORATED
62/633661			DISTANCE DOMINANT INTRAOCULAR LENS	BAUSCH & LOMB INCORPORATED
15/708873			INTRAOCULAR LENS INJECTOR ASSEMBLY HAVING SHUTTLE ASSEMBLY	BAUSCH & LOMB INCORPORATED
62/649353			INJECTOR ASSEMBLY EMPLOYING COMPRESSED GAS AND A MECHANISM	BAUSCH & LOMB INCORPORATED
62/589866			OPHTHALMIC VISCOELASTIC COMPOSITIONS	BAUSCH & LOMB INCORPORATED
62/530644			OPHTHALMIC DEVICES	BAUSCH & LOMB INCORPORATED
62/530659			HIGH WATER CONTENT OPHTHALMIC DEVICES	BAUSCH & LOMB INCORPORATED
62/622346			METHOD FOR END-CAPPING A POLYSILOXANE PREPOLYMER	BAUSCH & LOMB INCORPORATED
62/665148			OPHTHALMIC DEVICES CONTAINING UV BLOCKER AND METHODS FOR MANUFACTURING	BAUSCH & LOMB INCORPORATED
62/671569			WATER EXTRACTABLE OPHTHALMIC DEVICES	BAUSCH & LOMB INCORPORATED
29/613684			ILLUMINATED MAGNIFIER	BAUSCH & LOMB INCORPORATED
15/966367			PHARMACEUTICAL FORMULATIONS CONTAINING CORTICOSTEROID	DOW PHARMACEUTICAL SCIENCES, INC.
15/903785			TOPICAL COMPOSITIONS AND METHODS FOR TREATING PSORIASIS	Valiant Pharmaceuticals North America
15/977088			TOPICAL COMPOSITIONS AND METHODS FOR TREATING SKIN DISEASES	Valiant Pharmaceuticals North America
15/936224			KINETIN/ZEATIN TOPICAL FORMULATION	DOW PHARMACEUTICAL SCIENCES, INC.
15/849414	2018-0117028-A1		COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NERVOUS SYSTEM	DOW PHARMACEUTICAL SCIENCES, INC.
13/478249			TOPICAL PHARMACEUTICAL COMPOSITIONS CONTAINING A NEUROPEPTIDE	DOW PHARMACEUTICAL SCIENCES, INC.
62/653392			TOPICAL PHARMACEUTICAL COMPOSITIONS FOR TREATING SKIN CONDITIONS	DOW PHARMACEUTICAL SCIENCES, INC.
62/653369			POLYMERIC EMULSION DELIVERY SYSTEMS	DOW PHARMACEUTICAL SCIENCES, INC.
13/672520			AUTOMATED PATIENT ASSISTANCE SYSTEM	MEDICIS PHARMACEUTICAL CORPORATION
15/990590			LOWER DOSAGE STRENGTH IMIQUIMOD FORMULATIONS AND METHODS FOR TREATING	MEDICIS PHARMACEUTICAL CORPORATION
15/410428			GASTRORETENTIVE DOSAGE FORMS FOR MINOCYCLINE	MEDICIS PHARMACEUTICAL CORPORATION
15/922010			METHODS OF TREATING HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, LTD
15/824209			METHODS OF TREATING HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, LTD
15/902179			METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, LTD
15/907566			USE OF AMINOSALICYLATES IN DIARRHOEA-PREDOMINANT IRRITABLE BOWEL SYNDROME	SALIX PHARMACEUTICALS, INC.
62/630991			27-DESMETHYLRIFAXIMIN AND USES THEREOF	SALIX PHARMACEUTICALS, INC.
15/877583	2018-0147008-A1		COOLED MEDICAL HANDPIECE	SOLTA MEDICAL, INC.
15/874759	US-2018-0153742-A1		POSTERIOR CAPSULOTOMY USING LASER TECHNIQUES	BAUSCH & LOMB INCORPORATED
15/874773			POSTERIOR CAPSULOTOMY USING LASER TECHNIQUES	BAUSCH & LOMB INCORPORATED
15/988340			SYSTEM AND METHOD FOR CONTROLLING THE FOCAL POINT LOCATION OF LASER LIGHT	TECHNOLAS PERFECT VISION GMBH
09/799792		6670335	FLUOROURACIL-CONTAINING FORMULATION	VALEANT PHARMACEUTICALS LUXEMBOURG S.a.r.l.

Schedule III - Copyright Collateral

None.