

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAUSCH & LOMB INCORPORATED		03/27/2019	Corporation: NEW YORK
Bausch Health Ireland Limited		03/27/2019	Limited Corporation: IRELAND
Solta Medical, Inc.		03/27/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of New York Mellon, as Notes Collateral Agent
Street Address:	240 Greenwich Street - 7E
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5686330	V VYZULTA
Registration Number:	5186802	LIPOSONIX SIMPLIFY
Serial Number:	88009782	BAUSCH HEALTH
Serial Number:	88031161	EYETELLIGENCE
Serial Number:	88250870	FIT TO BELIEVE
Serial Number:	88047324	R
Serial Number:	88047327	R RETISERT READY
Serial Number:	88084939	VITESSE
Serial Number:	88305400	SMARTCOAT
Serial Number:	88278050	WATERCOLORS

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

TRADEMARK

Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1063077 TM BONY

NAME OF SUBMITTER: Brandon Okun

SIGNATURE: /Brandon Okun/

DATE SIGNED: 03/27/2019

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 27, 2019, (this “**Agreement**”), among the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) and The Bank of New York Mellon, as collateral agent for the Noteholder Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Notes Collateral Agent**”).

Certain Grantors (the “**US Grantors**”) are party to the U.S. Pledge and Security Agreement dated as of March 21, 2017 (as amended or otherwise modified, the “**March 2017 Security Agreement**”), the U.S. Pledge and Security Agreement dated as of October 17, 2017 (as amended or otherwise modified, the “**October Security Agreement**”) and the U.S. Pledge and Security Agreement dated as of March 8, 2019 (as amended or otherwise modified, the “**March 2019 Security Agreement**” and, together with the March 2017 Security Agreement and the October Security Agreement, the “**Security Agreements**”) between each of the US Grantors and the other grantors party thereto and the Notes Collateral Agent pursuant to which the US Grantors granted a security interest to the Notes Collateral Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.3 of the Security Agreements, 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 Agreements.

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 Agreements, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Notes 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 Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreements, 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 Agreements, the terms of the Security Agreements shall govern.

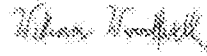
SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

BAUSCH HEALTH IRELAND LIMITED

By:



Name: William N. Woodfield
Title: Director

SOLTA MEDICAL, INC.

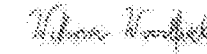
By:



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

DR. GERHARD MANN CHEM.-PHARM. FABRIK
GmbH

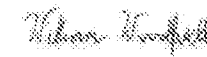
By:



Name: William N. Woodfield
Title: Managing Director

SALIX PHARMACEUTICALS, INC.

By:



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

SALIX PHARMACEUTICALS, LTD.

By:



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

SANTARUS, INC.

By:



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

HUMAX PHARMACEUTICALS, S.A.

By:



Name: Fernando Carlos Zárate Gabarrot
Title: Principal Member of the Board

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By:



Name:

Title:

Joellen F. McNamara
Vice President

Schedule I - Trademark Collateral

Current Owner on TMO Records	Mark Name	Current Application Number	Current Registration Number
BAUSCH & LOMB INCORPORATED	BAUSCH HEALTH (STYLIZED)/DESIGN) (BLACK)	88009782	
BAUSCH & LOMB INCORPORATED	EYETELLIGENCE	88031161	
BAUSCH & LOMB INCORPORATED	FIT TO BELIEVE (STYLIZED & DESIGN)	88250870	
BAUSCH & LOMB INCORPORATED	R	88047324	
BAUSCH & LOMB INCORPORATED	R RETISERT READY	88047327	
BAUSCH & LOMB INCORPORATED	V VYZULTA (STYLIZED)	88119693	5686330
BAUSCH & LOMB INCORPORATED	VITESSE	88084939	
BAUSCH HEALTH IRELAND LIMITED	SMARTCOAT	88305400	
BAUSCH HEALTH IRELAND LIMITED	WATERCOLORS	88278050	
SOLTA MEDICAL, INC.	LIPOSONIX SIMPLIFY	86178446	5186802

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
16/232725			DISTANCE DOMINANT INTRAOCULAR LENS	BAUSCH & LOMB INCORPORATED
16/246715			METHOD FOR END-CAPPING A POLYSILOXANE PREPOLYMER	BAUSCH & LOMB INCORPORATED
16/100732			OPHTHALMIC DEVICES	BAUSCH & LOMB INCORPORATED
16/193537			OPHTHALMIC VISCOELASTIC COMPOSITIONS	BAUSCH & LOMB INCORPORATED
62/690497			PACKAGING SOLUTIONS	BAUSCH & LOMB INCORPORATED
16/157209			PEROXIDE CONTACT LENS CARE SOLUTION	BAUSCH & LOMB INCORPORATED
62/693746			WATER EXTRACTABLE OPHTHALMIC DEVICES	BAUSCH & LOMB INCORPORATED
16/089715			STORAGE-STABLE OPHTHALMIC COMPOSITION (LAGERUNGSSTABILE, OPHTHALMISCHE ZUSAMMENSETZUNG)	DR. GERHARD MANN CHEM.-PHARM. FABRIK GmbH
16/149927			GASTRIC AND COLONIC FORMULATIONS AND METHODS FOR MAKING AND USING THEM	SALIX PHARMACEUTICALS, INC.
16/206570			METHODS FOR TREATMENT AND PREVENTION OF OPIOID INDUCED CONSTIPATION USING ORAL COMPOSITIONS OF METHYLNALTREXONE	SALIX PHARMACEUTICALS, LTD
16/123041			PREVENTION, TREATMENT, AND AMELIORATION OF RADIATION INDUCED ENTERITIS	SALIX PHARMACEUTICALS, LTD

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
16/227564			ANTI-VLA1 (CD49A) ANTIBODY PHARMACEUTICAL COMPOSITIONS	SANTARUS, INC.
16/119362			CONTROLLED-RELEASE SOLID DOSAGE FORMS OF MESALAMINE	SANTARUS, INC.
16/138859			PHARMACEUTICAL FORMULATIONS USEFUL FOR INHIBITING ACID SECRETION AND METHODS FOR MAKING AND USING THEM	SANTARUS, INC.
16/238030			SELECTION AND TREATMENT OF SUBJECTS	SANTARUS, INC.
62/777540			CERAMIC APPLICATOR FOR TRANSCUTANEOUS DELIVERY OF ENERGY	SOLTA MEDICAL, INC.
62/725827			ENCRYPTED MEMORY DEVICE	SOLTA MEDICAL, INC.
62/785000			FLEXIBLE CIRCUIT APPLICATOR FOR TRANSCUTANEOUS ENERGY DELIVERY	SOLTA MEDICAL, INC.
62/725562			METHODS AND APPARATUS FOR PUMPING COOLANT TO AN ENERGY DELIVERY DEVICE	SOLTA MEDICAL, INC.
62/776120			MICROBLADE STRUCTURE AND METHOD OF TREATING TISSUE	SOLTA MEDICAL, INC.
62/725555			PAIN MITIGATION BY MECHANICAL STIMULATION WHEN TREATING TISSUE TREATMENT WITH ELECTROMAGNETIC ENERGY	SOLTA MEDICAL, INC.

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
62/725679			REDUNDANT TRACES FOR FLEXIBLE CIRCUITS USED IN AN ENERGY DELIVERY DEVICE	SOLTA MEDICAL, INC.
13/952351		9801895	CREAM FORMULATION WITH AMPHOTERICIN B AND OIL IN WATER USEFUL FOR TOPICAL APPLICATION TO MUCCOUS TISSUE AND SKIN AGAINST DISEASES PRODUCED BY LEISHMANIASIS	HUMAX PHARMACEUTICAL S.A.

None.

Schedule III - Copyright Collateral