

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538188

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |
| <b>SEQUENCE:</b>             | 1                 |

## CONVEYING PARTY DATA

| Name                          | Formerly | Execution Date | Entity Type                        |
|-------------------------------|----------|----------------|------------------------------------|
| Bausch & Lomb Incorporated    |          | 08/22/2019     | Corporation: NEW YORK              |
| BAUSCH HEALTH IRELAND LIMITED |          | 08/22/2019     | Limited Liability Company: IRELAND |
| Bausch Health, Canada Inc.    |          | 08/22/2019     | Corporation: CANADA                |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Barclays Bank PLC, as Collateral Agent |
| <b>Street Address:</b> | 745 Seventh Avenue                     |
| <b>City:</b>           | New York                               |
| <b>State/Country:</b>  | NEW YORK                               |
| <b>Postal Code:</b>    | 10019                                  |
| <b>Entity Type:</b>    | Private Limited Company: ENGLAND       |

## PROPERTY NUMBERS Total: 30

| Property Type        | Number   | Word Mark               |
|----------------------|----------|-------------------------|
| Registration Number: | 5813726  | SILIQ                   |
| Registration Number: | 5562324  | POOP TROOP              |
| Registration Number: | 5349314  | TRULANCE                |
| Registration Number: | 5242709  | TRULANCE                |
| Registration Number: | 5073973  | SYNERGY PHARMACEUTICALS |
| Registration Number: | 3304268  | COLD-FX                 |
| Registration Number: | 2218579  | COLD-FX                 |
| Serial Number:       | 88388691 | FREEFLOW                |
| Serial Number:       | 88389941 | FREEFLOW                |
| Serial Number:       | 88374838 | SIMPLIFEYE              |
| Serial Number:       | 88388650 | SNAPSHOT                |
| Serial Number:       | 88389845 | SNAPSHOT                |
| Serial Number:       | 88400389 | STABLEVISC              |
| Serial Number:       | 88195595 |                         |
| Serial Number:       | 88152405 | SILIQ                   |
| Serial Number:       | 88112103 | SNAPSET                 |

TRADEMARK

| Property Type  | Number   | Word Mark                         |
|----------------|----------|-----------------------------------|
| Serial Number: | 88100463 |                                   |
| Serial Number: | 88098120 | BRYHALI                           |
| Serial Number: | 88086551 | ARAZLO                            |
| Serial Number: | 88079451 | PREVUE                            |
| Serial Number: | 88431073 | IONTIC                            |
| Serial Number: | 88431021 | RADKATO                           |
| Serial Number: | 88430997 | KIXIO                             |
| Serial Number: | 88015123 | J                                 |
| Serial Number: | 88008223 | JUBLIAPP                          |
| Serial Number: | 88506343 | ALTRENO (TRETINOIN) LOTION, 0.05% |
| Serial Number: | 88400372 | CLEARVISC                         |
| Serial Number: | 88431090 | DELVISTA                          |
| Serial Number: | 88514752 | BAUSCH + LOMB INFUSE              |
| Serial Number: | 88514763 | INFUSE                            |

**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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**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:** 1122269 TM1

**NAME OF SUBMITTER:** Wenny Zhu

**SIGNATURE:** /Wenny Zhu/

**DATE SIGNED:** 08/26/2019

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 22, 2019, (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**”), Bausch Health Americas, Inc. (formerly known as Valeant Pharmaceuticals International, 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.

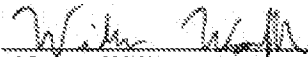
**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**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.

[Remainder of page intentionally left blank]

BAUSCH & LOMB INCORPORATED

By:



Name: William N. Woodfield

Title: Vice President, Treasurer

BAUSCH HEALTH IRELAND LIMITED

By:



Name: William N. Woodfield

Title: Director

BAUSCH HEALTH, CANADA INC.

By:



Name: William N. Woodfield

Title: Vice President, Treasurer

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as Collateral Agent

By:

*Robert Walsh*

Name:

Title:

**Robert Walsh**  
Assistant Vice President

**Schedule I - Trademark Collateral**

| <b>Current Owner on TMO Records</b> | <b>Mark Name</b>                   | <b>Current Application Number</b> | <b>Current Registration Number</b> |
|-------------------------------------|------------------------------------|-----------------------------------|------------------------------------|
| BAUSCH HEALTH IRELAND LIMITED       | FREEFLOW                           | 88388691                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | FREEFLOW (STYLIZED WITH DESIGN)    | 88389941                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | SIMPLIFEYE                         | 88374838                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | SNAPSHOT                           | 88388650                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | SNAPSHOT (STYLIZED WITH DESIGN)    | 88389845                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | STABLEVISC                         | 88400389                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | DESIGN ONLY                        | 88195595                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | SILIQ                              | 88152405                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | SNAPSET                            | 88112103                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | DESIGN ONLY                        | 88100463                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | BRYHALI                            | 88098120                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | ARAZLO                             | 88086551                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | PREVUE                             | 88079451                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | SILIQ                              | 86396790                          | 5813726                            |
| BAUSCH HEALTH IRELAND LIMITED       | IONTIC                             | 88431073                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | RADKATO                            | 88431021                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | KIXIO                              | 88430997                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | J                                  | 88015123                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | JUBLIAPP                           | 88008223                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | ALTRENO (TRETINOLIN) LOTION, 0.05% | 88506343                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | CLEARVISC                          | 88400372                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | DEL VISTA                          | 88431090                          |                                    |
| BAUSCH HEALTH IRELAND LIMITED       | POOP TROOP                         | 87532128                          | 5562324                            |
| BAUSCH HEALTH IRELAND LIMITED       | TRULANCE                           | 87392678                          | 5349314                            |
| BAUSCH HEALTH IRELAND LIMITED       | TRULANCE                           | 87042213                          | 5242709                            |
| BAUSCH HEALTH IRELAND LIMITED       | SYNERGY PHARMACEUTICALS            | 86528741                          | 5073973                            |
| BAUSCH HEALTH, CANADA INC.          | COLD-FX                            | 78780189                          | 3304268                            |

|                            |                      |          |         |
|----------------------------|----------------------|----------|---------|
| BAUSCH HEALTH, CANADA INC. | COLD-FX              | 75369585 | 2218579 |
| BAUSCH & LOMB INCORPORATED | BAUSCH + LOMB INFUSE | 88514752 |         |
| BAUSCH & LOMB INCORPORATED | INFUSE               | 88514763 |         |



**Schedule II – Patent Collateral**

| <b>Appl. No.</b> | <b>Publ. No.</b> | <b>Patent No.</b> | <b>Title</b>  | <b>Current PTO Owner</b>      |
|------------------|------------------|-------------------|---|-------------------------------|
| 62/798096        |                  |                   | PACKAGING SOLUTIONS   | BAUSCH & LOMB INCORPORATED    |
| 62/798668        |                  |                   | CROSSLINKED POLYMERIC NETWORK AND USE THEREOF                                     | BAUSCH & LOMB INCORPORATED    |
| 62/819880        |                  |                   | TOPICAL COMPOSITIONS AND METHODS FOR TREATING ACNE VULGARIS                       | BAUSCH HEALTH IRELAND LIMITED |
| 16/174023        | 2019-0083625     |                   | PHARMACEUTICAL FORMULATIONS CONTAINING CORTICOSTEROIDS FOR TOPICAL ADMINISTRATION | BAUSCH HEALTH IRELAND LIMITED |

**Schedule III - Copyright Collateral**

None.

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