

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

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

Name:	The Bank of New York Mellon, as Notes Collateral Agent
Street Address:	101 Barclay Street, Floor 7E
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Corporation: NEW YORK

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 TM2

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 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.

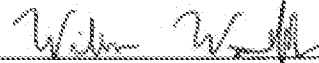
SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

BAUSCH HEALTH, CANADA INC.

By:



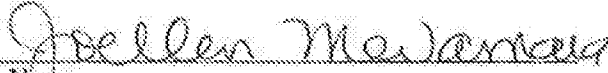
Name: William N. Woodfield

Title: Vice President, Treasurer

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 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

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
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

None.

Schedule III - Copyright Collateral

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