

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547709

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bausch & Lomb Incorporated		11/01/2019	Corporation: NEW YORK
Bausch Health Ireland Limited		11/01/2019	Private Unlimited Company: IRELAND
Salix Pharmaceuticals, Ltd		11/01/2019	Limited Company: DELAWARE
Salix Pharmaceuticals, Inc.		11/01/2019	Corporation: CALIFORNIA
Santarus, Inc.		11/01/2019	Corporation: DELAWARE

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:	Private Limited Company: ENGLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	88546375	ACCUREP
Serial Number:	88549795	PAINSTIPATION
Serial Number:	87640531	BENZEFOAM ULTRA SHORT CONTACT FOAM
Serial Number:	88642257	JEVRIQ

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

OP \$115.00 88546375

ATTORNEY DOCKET NUMBER:	1147908 TM 1
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	11/01/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 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.

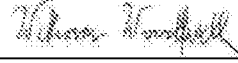
SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

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BAUSCH HEALTH IRELAND LIMITED

By:



Name: William N. Woodfield
Title: Director

BAUSCH & LOMB INCORPORATED

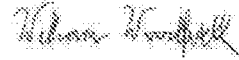
By:



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

SALIX PHARMACEUTICALS, LTD

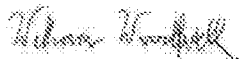
By:



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

SALIX PHARMACEUTICALS, INC.

By:



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

SANTARUS, 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

Current Owner on TMO Records	Mark Name	Current Application Number	Current Registration Number
BAUSCH HEALTH IRELAND LIMITED	ACCUREP	88546375	
BAUSCH HEALTH IRELAND LIMITED	PAINSTIPATION	88549795	
BAUSCH HEALTH IRELAND LIMITED	BENZEFOAM ULTRA SHORT CONTACT FOAM	87640531	
BAUSCH HEALTH IRELAND LIMITED	JEVERIQ	88642257	

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
62/839918			GLYCOPHOSPHOLIPID POLYMERIC NETWORK AND USE THEREOF	BAUSCH & LOMB INCORPORATED
62/844613			LIQUID ORAL DOSAGE FORMULATIONS OF METHYLNALTREXONE	SALIX PHARMACEUTICALS, LTD
62/856497			METHYLNALTREXONE AND RIFAXIMIN FOR THE TREATMENT OF CHRONIC GUT PERMEABILITY	SALIX PHARMACEUTICALS, INC
16/429347			DETACHABLE FINGER-ACTIVATED SURGICAL CONTROL	BAUSCH & LOMB INCORPORATED
16/369509			SOLID DISPERSION FORMS OF RIFAXIMIN	SALIX PHARMACEUTICALS, INC.
16/364968			INJECTOR ASSEMBLY EMPLOYING COMPRESSED GAS AND A MECHANICAL BRAKE FOR PRESENTING AN INTRAOCULAR LENS TO A PATIENT	BAUSCH & LOMB INCORPORATED
16/532699			METHOD FOR TREATING INTESTINAL DISEASES PRESENTING AT LEAST ONE INFLAMMATORY COMPONENT	SANTARUS, INC.
62/881836			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED

Schedule III - Copyright Collateral

None.

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