

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bausch Health Ireland Limited		02/04/2020	Limited: IRELAND
Solta Medical, Inc.		02/04/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as collateral agent for the Noteholder Secured Parties
Street Address:	101 Barclay Street, Floor 7E
Internal Address:	Attn: Corporate Trust Administration
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	88645756	ENVIVE
Serial Number:	88703514	DELBRI
Serial Number:	88703495	ELIREZE
Serial Number:	88712915	THE TOOL BEHIND THE TALENT
Registration Number:	5493221	LIPOSONIX SIMPLIFY
Registration Number:	4543305	VASER
Registration Number:	4356670	LIPOSONIX
Registration Number:	4360403	INTELLIGENT OPTICAL TRACKING
Registration Number:	4570078	CUSTOM CONTOURING
Registration Number:	4572825	VASERSMOOTH
Registration Number:	4498613	VASERSHAPE
Registration Number:	4225719	ORIGINS
Registration Number:	4172439	1 TREATMENT 1 HOUR 1 SIZE SMALLER
Registration Number:	4036170	TOUCHVIEW
Registration Number:	4007549	POWERX
Registration Number:	4007547	VASER IT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3259488	FRAXEL
Registration Number:	2995303	
Registration Number:	2974491	FRAXEL
Registration Number:	3518039	FRAXEL
Registration Number:	3518038	
Registration Number:	3450499	FRAXEL REPAIR
Registration Number:	3561791	FRAXEL RE:STORE
Registration Number:	3625085	VASERLIPO
Registration Number:	3625077	VASERLIPO
Registration Number:	3687904	VASER HI DEF
Registration Number:	3687903	VASER HI DEF
Registration Number:	3113453	VENTX
Registration Number:	3000098	LIPOSELECTION
Registration Number:	2896037	LIPOSONIX
Registration Number:	2636287	SCIENCE TO SURGERY
Registration Number:	2441470	VASER

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@cogencyglobal.com

Correspondent Name: Joanna McCall

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:	1183100
NAME OF SUBMITTER:	Ashley Min Joo Kim
SIGNATURE:	/Ashley Min Joo Kim/
DATE SIGNED:	02/04/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 4, 2020, (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 HEALTH IRELAND LIMITED

By:



Name: William N. Woodfield
Title: Director

SOLTA MEDICAL, INC.

By:



Name: William N. Woodfield
Title: Director

BAUSCH & LOMB INCORPORATED

By:



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

DOW PHARMACEUTICAL SCIENCES, INC.

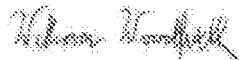
By:



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

SALIX PHARMACEUTICALS, INC.

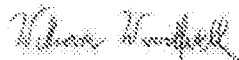
By:



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

SALIX PHARMACEUTICALS, LTD

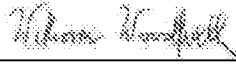
By:



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

BAUSCH HEALTH US, LLC

By:



Name: William N. Woodfield

Title: Vice President, Capital Markets, Treasury

SANTARUS, INC.

By:



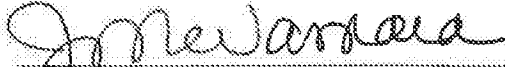
Name: William N. Woodfield

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

[Signature Page to IPSA – BNY]

Schedule I - Trademark Collateral

Current Owner on TMO Records	Mark Name	Current Application Number	Current Registration Number
BAUSCH HEALTH IRELAND LIMITED	ENVIVE	88645756	
BAUSCH HEALTH IRELAND LIMITED	DELBRI	88703514	
BAUSCH HEALTH IRELAND LIMITED	ELIREZE	88703495	
SOLTA MEDICAL, INC.	THE TOOL BEHIND THE TALENT	88712915	
SOLTA MEDICAL, INC.	LIPSONIX SIMPLIFY	87357057	5493221
SOLTA MEDICAL, INC.	VASER	86099558	4543305
SOLTA MEDICAL, INC.	LIPSONIX	85633020	4356670
SOLTA MEDICAL, INC.	INTELLIGENT OPTICAL TRACKING	85739520	4360403
SOLTA MEDICAL, INC.	CUSTOM CONTOURING	85626559	4570078
SOLTA MEDICAL, INC.	VASERSMOOTH	85569255	4572825
SOLTA MEDICAL, INC.	VASERSHAPE	85569249	4498613
SOLTA MEDICAL, INC.	ORIGINS	85569245	4225719
SOLTA MEDICAL, INC.	1 TREATMENT 1 HOUR 1 SIZE SMALLER	85204189	4172439
SOLTA MEDICAL, INC.	TOUCHVIEW	85121345	4036170
SOLTA MEDICAL, INC.	POWERX	85121336	4007549
SOLTA MEDICAL, INC.	VASER IT	85121320	4007547
SOLTA MEDICAL, INC.	FRAXEL	78774531	3259488
SOLTA MEDICAL, INC.	DESIGN ONLY	78457709	2995303
SOLTA MEDICAL, INC.	FRAXEL	78364508	2974491
SOLTA MEDICAL, INC.	FRAXEL	77975811	3518039
SOLTA MEDICAL, INC.	DESIGN ONLY	77975810	3518038
SOLTA MEDICAL, INC.	FRAXEL REPAIR	77150163	3450499
SOLTA MEDICAL, INC.	FRAXEL RE:STORE	77150160	3561791
SOLTA MEDICAL, INC.	VASERLIP0	76693482	3625085
SOLTA MEDICAL, INC.	VASERLIP0	76693033	3625077
SOLTA MEDICAL, INC.	VASER HI DEF	76693483	3687904
SOLTA MEDICAL, INC.	VASER HI DEF	76693470	3687903

SOLTA MEDICAL, INC.	VENTX	76599960	3113453
SOLTA MEDICAL, INC.	LIPOSELECTION	76594677	3000098
SOLTA MEDICAL, INC.	LIPSONIX	76185377	2896037
SOLTA MEDICAL, INC.	SCIENCE TO SURGERY	75950643	2636287
SOLTA MEDICAL, INC.	VASER	75638383	2441470

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
62/881836			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
62/898419			COMBINATIONS OF RIFAXIMIN AND CHECKPOINT INHIBITORS FOR THE TREATMENT OF CANCER	BAUSCH HEALTH IRELAND LIMITED
62/898903			METHODS OF TREATING NONALCOHOLIC FATTY LIVER DISEASE (NAFLD) USING IL-17RA	BAUSCH HEALTH IRELAND LIMITED
62/903206			GRAFTED POLYMER AND USE THEREOF	BAUSCH & LOMB INCORPORATED
62/904790			RIFAXIMIN LIQUID FORMULATIONS	BAUSCH HEALTH IRELAND LIMITED
16/722715			COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	DOW PHARMACEUTICAL SCIENCES, INC.
16/667300			USE OF METHYLNAL TREXONE TO ATTENUATE TUMOR PROGRESSION	SALIX PHARMACEUTICALS, INC.
16/654226			IBS MICROBIOTA AND USES THEREOF	SALIX PHARMACEUTICALS, INC.
16/604244			METHODS FOR MANUFACTURING PHENOXYETHANOL	BAUSCH HEALTH IRELAND LIMITED
16/575769			METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
16/561525			METHODS FOR TREATING INFECTION	SALIX PHARMACEUTICALS, LTD
16/556664			PAIN MITIGATION BY MECHANICAL STIMULATION WHEN TREATING TISSUE WITH ELECTROMAGNETIC ENERGY	BAUSCH HEALTH IRELAND LIMITED
16/556701			REDUNDANT TRACES FOR FLEXIBLE CIRCUITS USED IN AN ENERGY DELIVERY DEVICE	BAUSCH HEALTH IRELAND LIMITED
16/556616			METHODS AND APPARATUS FOR PUMPING COOLANT TO AN ENERGY DELIVERY DEVICE	BAUSCH HEALTH IRELAND LIMITED
16/556403			ENCRYPTED MEMORY DEVICE	BAUSCH HEALTH IRELAND LIMITED

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
16/377540			TOPICAL COMPOSITIONS AND METHODS FOR TREATING PSORIASIS	BAUSCH HEALTH US, LLC
16/377126			POLYMERIC EMULSION DELIVERY SYSTEMS	BAUSCH HEALTH IRELAND LIMITED
16/435310			STABILIZED EFINAZOLONE FORMULATIONS	BAUSCH HEALTH IRELAND LIMITED
16/393171			ANTIBODY FORMULATIONS	SANTARUS, INC.

None.

Schedule III - Copyright Collateral