

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575105

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bausch & Lomb Incorporated		05/06/2020	Corporation: NEW YORK
Bausch Health Ireland Limited		05/06/2020	Private Unlimited Company: IRELAND
Salix Pharmaceuticals, Ltd		05/06/2020	Limited Corporation: DELAWARE
Salix Pharmaceuticals, Inc.		05/06/2020	Corporation: CALIFORNIA
Solta Medical, Inc.		05/06/2020	Corporation: DELAWARE

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: 3

Property Type	Number	Word Mark
Serial Number:	88762369	LIDELA
Serial Number:	88766099	LUXSMART
Serial Number:	88860206	SOLTA MEDICAL

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

OP \$90.00 88762369

ATTORNEY DOCKET NUMBER:	1218181 TM 4
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	05/06/2020

Total Attachments: 8

source=4 Trademark Security Agreement - BNY Q1#page3.tif
source=4 Trademark Security Agreement - BNY Q1#page4.tif
source=4 Trademark Security Agreement - BNY Q1#page5.tif
source=4 Trademark Security Agreement - BNY Q1#page6.tif
source=4 Trademark Security Agreement - BNY Q1#page7.tif
source=4 Trademark Security Agreement - BNY Q1#page8.tif
source=4 Trademark Security Agreement - BNY Q1#page9.tif
source=4 Trademark Security Agreement - BNY Q1#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 6, 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.

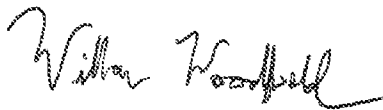
SECTION 3. **Security Agreement.** The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that 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.

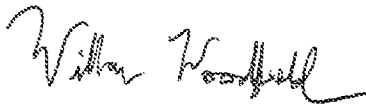
[Remainder of page intentionally left blank]

BAUSCH HEALTH IRELAND LIMITED

By: 

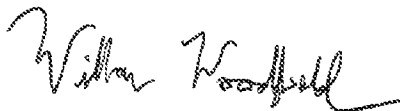
Name: William N. Woodfield
Title: Director

BAUSCH & LOMB INCORPORATED

By: 

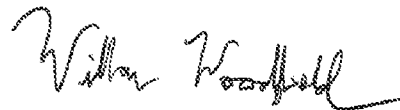
Name: William N. Woodfield
Title: Vice President, Treasurer

SALIX PHARMACEUTICALS, INC.

By: 

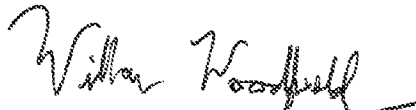
Name: William N. Woodfield
Title: Vice President, Treasurer

SALIX PHARMACEUTICALS, LTD

By: 

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

SOLTA MEDICAL, INC.

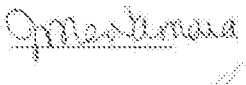
By: 

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

[Signature Page to IPSA – BNY]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By:  Digitally signed by
McNamara Joellen Fehrs F
Date: 2020.05.05 10:33:33
-04'00'

Name:
Title:

[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	LIDELA	88762369	
BAUSCH HEALTH IRELAND LIMITED	LUXSMART	88766099	
SOLTA MEDICAL, INC.	SOLTA MEDICAL	88860206	

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
16/823523			ELECTROLYTE PURGATIVE	SALIX PHARMACEUTICALS, INC.
16/826434			METHOD FOR OBTAINING CONTACT LENSES WITH DYNAMICALLY CONTROLLED SAGITTA AND CLEARANCE	BAUSCH & LOMB INCORPORATED
16/826366			OPHTHALMIC SUSPENSION COMPOSITIONS	BAUSCH & LOMB INCORPORATED
62/994009			METHODS OF TREATING COVID-19 WITH RIFAXIMIN	SALIX PHARMACEUTICALS, INC.
62/994013			METHODS OF USING SOLID DISPERSIONS OF RIFAXIMIN FOR THE TREATMENT OF OVERT HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, INC.
16/822831			TOPICAL COMPOSITIONS AND METHODS FOR TREATING ACNE VULGARIS	BAUSCH HEALTH IRELAND LIMITED
16/815630			GLYCOPHOSPHOLIPID POLYMERIC NETWORK AND USE THEREOF	BAUSCH & LOMB INCORPORATED
62/988375			COMPOSITIONS AND METHODS FOR AGE RELATED EYE DISEASES COMPRISING HIGH CONCENTRATIONS OF VITAMINS	BAUSCH HEALTH IRELAND LIMITED
62/978847			27-DESMETHYL RIFAXIMIN AND USES THEREOF	SALIX PHARMACEUTICALS, LTD
16/774190			PACKAGING SOLUTIONS	BAUSCH & LOMB INCORPORATED
16/746089			METHODS FOR RETREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
62/988388			COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING LUTEIN AND ZEAXANTHIN PARTICLES	BAUSCH HEALTH IRELAND LIMITED
62/988386			COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING VERY LONG CHAIN FATTY ACIDS	BAUSCH HEALTH IRELAND LIMITED

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
62/988379			COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING AREDS AND VITAMIN B COMPLEX	BAUSCH HEALTH IRELAND LIMITED
62/964516			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
62/964507			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
16/739547			CROSSLINKED POLYMERIC NETWORK AND USE THEREOF	BAUSCH & LOMB INCORPORATED
16/738392			METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
29/720111			ACCESS DEVICE	BAUSCH HEALTH IRELAND LIMITED
29/720109			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
29/720107			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
29/720106			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
62/964495			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
62/964507			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
62/964516			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
62/942391			DIRECT COMPRESSION MOLDED OPHTHALMIC DEVICES	BAUSCH HEALTH IRELAND LIMITED
29/720106			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
29/720107			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
29/720109			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
29/720111			ACCESS DEVICE	BAUSCH HEALTH IRELAND LIMITED
16/150703	20190263861	10597424	AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	BAUSCH HEALTH IRELAND LIMITED
16/407458	20200101090		USE OF AMINOSALICYLATES IN DIARRHOEA-PREDOMINANT IRRITABLE BOWEL SYNDROME	SALIX PHARMACEUTICALS, INC.
16/391438	20200061032		METHODS OF TREATING HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, INC.
16/414018	20200108051		METHODS OF TREATING HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, INC.
16/418325	20200000954		PACKAGING SOLUTIONS	BAUSCH & LOMB INCORPORATED

None.

Schedule III - Copyright Collateral