

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bausch Health Ireland Limited		01/04/2021	Private Unlimited Company: IRELAND
Solta Medical, Inc.		01/04/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon, as Notes Collateral Agent		
<b>Street Address:</b>	101 Barclay Street, Floor 7E		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88908489	TENEO	
<b>Serial Number:</b>	88912270	LUXGOOD	
<b>Serial Number:</b>	88935545	ARISE	
<b>Serial Number:</b>	88935568	PROSHAPE	
<b>Serial Number:</b>	88951008	PROBALANCE TECHNOLOGY	
<b>Serial Number:</b>	88951003	PROBALANCE	
<b>Serial Number:</b>	88951889	PRISMATREX BASE	
<b>Serial Number:</b>	88958055	CLEAR + BRILLIANT TOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$215.00 88908489

<b>ATTORNEY DOCKET NUMBER:</b>	1311684 TM D
<b>NAME OF SUBMITTER:</b>	Wenny Zhu
<b>SIGNATURE:</b>	/Wenny Zhu/
<b>DATE SIGNED:</b>	01/05/2021

**Total Attachments: 7**

source=D - Trademark Security Agreement - BNY Q2#page3.tif  
source=D - Trademark Security Agreement - BNY Q2#page4.tif  
source=D - Trademark Security Agreement - BNY Q2#page5.tif  
source=D - Trademark Security Agreement - BNY Q2#page6.tif  
source=D - Trademark Security Agreement - BNY Q2#page7.tif  
source=D - Trademark Security Agreement - BNY Q2#page8.tif  
source=D - Trademark Security Agreement - BNY Q2#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 4, 2021, (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.

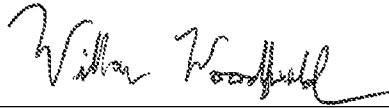
**SECTION 3. Security Agreement.** The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that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

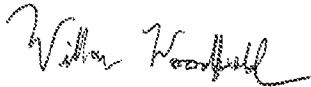
SOLTA MEDICAL, INC.

By: 

---

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

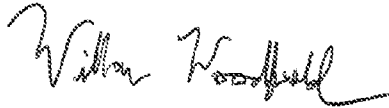
BAUSCH HEALTH IRELAND LIMITED

By: 

---

Name: William N. Woodfield  
Title: Director

SALIX PHARMACEUTICALS, INC.

By: 

---

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

[Signature Page to IPSA – BNY]

**TRADEMARK**  
**REEL: 007155 FRAME: 0449**

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,  
as Notes Collateral Agent

By:



Burke Timothy E  
2020-12-09 16:22-05:00

---

Name: Timothy E. Burke  
Title: Vice President

[Signature Page to IPSA – BNY]

**TRADEMARK**  
**REEL: 007155 FRAME: 0450**

Schedule I - Trademark Collateral

Current Owner on TMO Records	Mark Name	Current Application Number	Current Registration Number
BAUSCH HEALTH IRELAND LIMITED	TENEO	88908489	
BAUSCH HEALTH IRELAND LIMITED	LUXGOOD	88912270	
BAUSCH HEALTH IRELAND LIMITED	ARISE	88935545	
BAUSCH HEALTH IRELAND LIMITED	PROSHAPE	88935568	
BAUSCH HEALTH IRELAND LIMITED	PROBALANCE TECHNOLOGY	88951008	
BAUSCH HEALTH IRELAND LIMITED	PROBALANCE	88951003	
BAUSCH HEALTH IRELAND LIMITED	PRISMATREX BASE	88951889	
SOLTA MEDICAL, INC.	CLEAR + BRILLIANT TOUCH	88958055	

**Schedule II – Patent Collateral**

<b>Appl. No.</b>	<b>Publ. No.</b>	<b>Patent No.</b>	<b>Title</b>	<b>Current PTO Owner</b>
62/985458			ELECTRODE ASSEMBLIES WITH NON-CONTACT TEMPERATURE SENSING FOR THERMAL MEASUREMENTS	BAUSCH HEALTH IRELAND LIMITED
62/991142			ULTRASONIC PROBES FOR PRODUCING MULTIPLE CAVITATION VOLUMES	BAUSCH HEALTH IRELAND LIMITED
63/009043			METHODS OF USING SOLID DISPERSIONS OF RIFAXIMIN FOR THE TREATMENT OF SICKLE CELL DISEASE	SALIX PHARMACEUTICALS, INC.
63/019301			METHODS OF REDUCING MORTALITY IN SUBJECTS SUFFERING FROM AN UNDERLYING DISEASE OR CONDITION BY ADMINISTRATION OF METHYLNALTREXONE	BAUSCH HEALTH IRELAND LIMITED
16/791884			AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	BAUSCH HEALTH IRELAND LIMITED
63/009043			METHODS OF USING SOLID DISPERSIONS OF RIFAXIMIN FOR THE TREATMENT OF SICKLE CELL DISEASE	SALIX PHARMACEUTICALS, INC.
63/010528			LIQUID ORAL DOSAGE FORMULATIONS OF METHYLNALTREXONE	BAUSCH HEALTH IRELAND LIMITED



Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
16/870942	2020-0325176-A1		GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	BAUSCH HEALTH IRELAND LIMITED
16/882059	2020-0283480-A1		AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	BAUSCH HEALTH IRELAND LIMITED
63/034197			METHODS OF TREATING COVID-19 WITH RIFAXIMIN	SALIX PHARMACEUTICALS, INC.
63/044450			TARGETED RELEASE RIFAXIMIN COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED

**Schedule III - Copyright Collateral**

None.

TRADEMARK

REEL: 007155 FRAME: 0453

RECORDED: 01/05/2021