

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621547

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bausch Health Ireland Limited		01/21/2021	Private Unlimited Company: IRELAND
Solta Medical, Inc.		01/21/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, as Notes Collateral Agent
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: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	90027313	GUTHEALTHNOW
Serial Number:	90015958	VASER FACE
Serial Number:	90149032	GUTHEALTHNOW VIRTUAL CARE RESOURCES
Serial Number:	90165545	SCRIPTPLUS
Serial Number:	90181914	LUMIFY LOVERS
Serial Number:	90191485	PROJECT WATSON
Serial Number:	90165240	THE SCIENCE OF PROBIOTICS
Serial Number:	90274904	ENVIVE DAILY PROBIOTIC SUPPLEMENT
Serial Number:	90218671	SEE REWARDS
Serial Number:	90261579	5 SYMPTOMS
Serial Number:	90248971	ARISE ORTHO-K SYSTEM
Serial Number:	90292918	CLEAR + BRILLIANT COMPLETE TREATMENT
Serial Number:	90301093	CLEAR + BRILLIANT TOUCH

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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, Suite 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1318307 TM 2
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NAME OF SUBMITTER:	Wenny Zhu
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SIGNATURE:	/Wenny Zhu/
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DATE SIGNED:	01/21/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 21, 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.

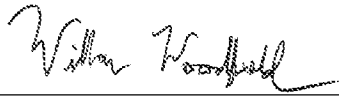
SECTION 3. **Security Agreement.** The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that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

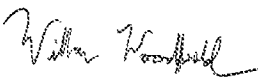
SECTION 5. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. 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.

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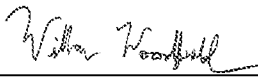
BAUSCH HEALTH IRELAND LIMITED

By: 
Name: William N. Woodfield
Title: Director

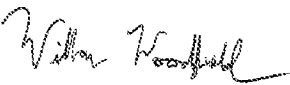
BAUSCH & LOMB INCORPORATED

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

SOLTA MEDICAL, INC.

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

SALIX PHARMACEUTICALS, INC.

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

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By:



Burke Timothy E
2021-01-14
16:20:05.00

Name: Timothy E. Burke
Title: 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	GUTHEALTHNOW	90027313	
SOLTA MEDICAL, INC.	VASER FACE	90015958	
BAUSCH HEALTH IRELAND LIMITED	GUTHEALTHNOW VIRTUAL CARE RESOURCES	90149032	
BAUSCH HEALTH IRELAND LIMITED	SCRIPTPLUS	90165545	
BAUSCH & LOMB INCORPORATED	LUMIFY LOVERS	90181914	
BAUSCH HEALTH IRELAND LIMITED	PROJECT WATSON	90191485	
BAUSCH HEALTH IRELAND LIMITED	THE SCIENCE OF PROBIOTICS	90165240	
BAUSCH HEALTH IRELAND LIMITED	ENVIVE DAILY PROBIOTIC SUPPLEMENT	90274904	
BAUSCH HEALTH IRELAND LIMITED	SEE REWARDS	90218671	
BAUSCH HEALTH IRELAND LIMITED	5 SYMPTOMS	90261579	
BAUSCH HEALTH IRELAND LIMITED	ARISE ORTHO-K SYSTEMS	90248971	
SOLTA MEDICAL, INC.	CLEAR + BRILLIANT COMPLETE TREATMENT	90292918	
SOLTA MEDICAL, INC.	CLEAR + BRILLIANT TOUCH	90301093	

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
63/044450			TARGETED RELEASE RIFAXIMIN COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
63/059395			LID WIPE FORMULATIONS AND METHODS	BAUSCH HEALTH IRELAND LIMITED
63/044447			RIFAXIMIN LIQUID FORMULATIONS	BAUSCH HEALTH IRELAND LIMITED
16/913255	US-2020-0323627-A1		INTRAOCULAR LENS INJECTOR ASSEMBLY HAVING SHUTTLE ASSEMBLY RETAINING INTRAOCULAR LENS IN STORAGE VIAL AND OPERABLY PRESENTING INTRAOCULAR LENS IN INJECTOR ASSEMBLY	BAUSCH & LOMB INCORPORATED
63/045596			COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING AREDS AND VITAMIN B COMPLEX	BAUSCH HEALTH IRELAND LIMITED
63/045609			COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING VERY LONG CHAIN FATTY ACIDS	BAUSCH HEALTH IRELAND LIMITED
63/045624			COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING LUTEIN AND ZEAXANTHIN PARTICLES	BAUSCH HEALTH IRELAND LIMITED
63/045585			COMPOSITIONS AND METHODS FOR AGE RELATED EYE DISEASES COMPRISING HIGH CONCENTRATIONS OF VITAMINS	BAUSCH HEALTH IRELAND LIMITED
16/916421			FORMULATIONS OF RIFAXIMIN AND USES THEREOF	BAUSCH HEALTH IRELAND LIMITED
16/919671			TRANSDUCER CARTRIDGE FOR AN ULTRASOUND THERAPY HEAD	SOLTA MEDICAL, INC.

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
16/944956			METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
16/945067			TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
16/983267			AQUEOUS LIQUID COMPOSITION CONTAINING 2-AMINO-3-(4-BROMOBENZOYL)PHENYLACETIC ACID	BAUSCH & LOMB INCORPORATED
63/076961			COMBINATIONS OF RIFAXIMIN AND CHECKPOINT INHIBITORS FOR THE TREATMENT OF CANCER	BAUSCH HEALTH IRELAND LIMITED
63/082155			METHODS OF USING SOLUBLE SOLID DISPERSIONS OF RIFAXIMIN	BAUSCH HEALTH IRELAND LIMITED
16/069313	2019-0030116	10653744	FORMULATIONS AND METHODS FOR TREATING ULCERATIVE COLITIS	BAUSCH HEALTH IRELAND LIMITED
16/108942	2019-0307716	10653656	TOPICAL PHARMACEUTICAL COMPOSITIONS FOR TREATING SKIN CONDITIONS	BAUSCH HEALTH IRELAND LIMITED
16/893651	2020-0368213		METHODS OF TREATING HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, INC.
13/790774	2013-0190661	10010722	TRANSDUCER CARTRIDGE FOR AN ULTRASOUND THERAPY HEAD	SOLTA MEDICAL, INC.

None.

Schedule III - Copyright Collateral