

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621544

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

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:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: ENGLAND

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:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

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 1
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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 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.

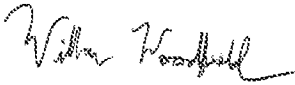
SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights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

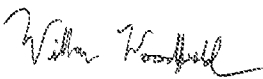
SECTION 5. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.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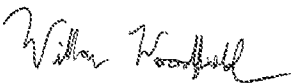
BAUSCH HEALTH IRELAND LIMITED

By: 
Name: William N. Woodfield
Title: Director

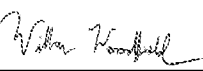
BAUSCH & LOMB INCORPORATED

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

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:

BARCLAYS BANK PLC,
as Collateral Agent

By:

DocuSigned by:
Robert Walsh
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Name: Robert Walsh
Title: Assistant Vice President

[Signature Page to IPSA – Barclays]

TRADEMARK
REEL: 007166 FRAME: 0543

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	
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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