

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM618458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch Health Ireland Limited		01/04/2021	Private Unlimited Company: IRELAND
Solta Medical, Inc.		01/04/2021	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:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88908489	TENEO	
Serial Number:	88912270	LUXGOOD	
Serial Number:	88935545	ARISE	
Serial Number:	88935568	PROSHAPE	
Serial Number:	88951008	PROBALANCE TECHNOLOGY	
Serial Number:	88951003	PROBALANCE	
Serial Number:	88951889	PRISMATREX BASE	
Serial Number:	88958055	CLEAR + BRILLIANT TOUCH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 88908489

ATTORNEY DOCKET NUMBER:	1311684 TM B
NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	01/05/2021

Total Attachments: 10

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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 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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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 – Barclays]

TRADEMARK
REEL: 007196 FRAME: 0591

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By:

DocuSigned by:
Robert Walsh
FCDAF84F50AA411...

Name: Robert walsh
Title: Assistant Vice President

[Signature Page to IPSA – Barclays]

TRADEMARK
REEL: 007196 FRAME: 0592

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	PRISMATREXBASE	88951889	
SOLTA MEDICAL, INC.	CLEAR + BRILLIANT TOUCH	88958055	

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
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
16/870942	2020-0325176-A1		GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	BAUSCH HEALTH IRELAND LIMITED

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
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.