

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baush Health Ireland Limited		05/20/2021	Private Unlimited Company: IRELAND
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: 1			
Property Type	Number	Word Mark	
Serial Number:	90637518	XENAZINE (TETRABENAZINE)	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1377712 TM B		
NAME OF SUBMITTER:	Ashley Min Joo Kim		
SIGNATURE:	/Ashley Min Joo Kim/		
DATE SIGNED:	05/20/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 20, 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.

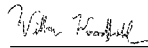
SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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:

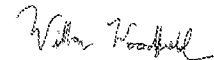


Name: William N. Woodfield

Title: Director

BAUSCH+LOMB IRELAND LIMITED

By:

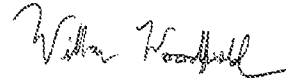


Name: William N. Woodfield

Title: Director

SALIX PHARMACEUTICALS, INC.

By:

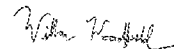


Name: William N. Woodfield

Title: Vice President, Treasurer

MEDICIS PHARMACEUTICAL CORPORATION

By:

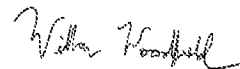


Name: William N. Woodfield

Title: Vice President, Treasurer

BAUSCH & LOMB INCORPORATED

By:

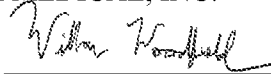


Name: William N. Woodfield

Title: Vice President, Treasurer

SOLTA MEDICAL, INC.

By:

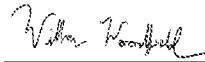


Name: William N. Woodfield

Title: Vice President, Treasurer

SALIX PHARMACEUTICALS, LTD

By:



Name: William N. Woodfield

Title: Vice President, Treasurer


[Signature Page to IPSA – BNY]

TRADEMARK
REEL: 007300 FRAME: 0602

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By:

 Digitally signed by
Lisa Sollitto
Date: 2021.05.14
15:15:20 -04'00'

Name: Lisa Sollitto
Title: Vice President

[Signature Page to IPSA – BNY]

TRADEMARK
REEL: 007300 FRAME: 0603

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

Current Owner on TMIO Records	Mark Name	Current Application Number	Current Registration Number
Baush Health Ireland Limited	XENAZINE (TETRABENZAZINE)	90637518	

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
17/158562			ULTRASONIC NEEDLES AND TRANSDUCER ASSEMBLIES FORMED OF NON-METAL MATERIALS OR A COMBINATION OF MATERIALS	BAUSCH & LOMB INCORPORATED
63/159881			PACKAGING SOLUTIONS	BAUSCH + LOMB IRELAND LIMITED
63/157130			MOLDS FOR PRODUCTION OF OPHTHALMIC DEVICES	BAUSCH + LOMB IRELAND LIMITED
63/159097			OPHTHALMIC SOLUTIONS	BAUSCH + LOMB IRELAND LIMITED
63/161002			BIOMEDICAL DEVICES	BAUSCH + LOMB IRELAND LIMITED
17/154591			TOPICAL COMPOSITIONS AND METHODS FOR TREATING PSORIASIS	BAUSCH + LOMB IRELAND LIMITED
17/177116			LOWER DOSE STRENGTH IMIQUIMOD FORMULATIONS AND SHORT DOSING REGIMENS FOR TREATING GENITAL AND PERIANAL WARTS	MEDICIS PHARMACEUTICAL CORPORATION
17/197561			METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
63/152457			"27-DESMETHYLRIEFAXIMIN AND USES THEREOF	SALIX PHARMACEUTICALS, LTD
63/158784			METHODS OF USING SOLID DISPERSIONS OF RIFAXIMIN FOR THE TREATMENT OF OVERT HEPATIC ENCEPHALOPATHY	BAUSCH HEALTH IRELAND LIMITED
63/157258			METHODS OF USING RIFAMYCIN SV FOR THE TREATMENT OF SICKLE CELL DISEASE	BAUSCH HEALTH IRELAND LIMITED
17/162482			TISSUE TREATMENT APPARATUS AND SYSTEMS WITH PAIN MITIGATION AND METHODS FOR MITIGATING PAIN DURING TISSUE TREATMENTS	SOLTA MEDICAL, INC.

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
17/184256			AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	BAUSCH HEALTH IRELAND LIMITED
17/022398	20210087384		GRAFTED POLYMER AND USE THEREOF	BAUSCH HEALTH IRELAND LIMITED

None.

Schedule III - Copyright Collateral