

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAUSCH HEALTH IRELAND LIMITED		08/25/2021	Private Unlimited Company: IRELAND
BAUSCH & LOMB INCORPORATED		08/25/2021	Corporation: NEW YORK
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:	PLC: ENGLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90637518	XENAZINE (TETRABENAZINE)	
Serial Number:	90860884	LUMIFY LOVERS	
Serial Number:	90849160	BOSTON EO	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	1458720 A		
NAME OF SUBMITTER:	Ashley Min Joo Kim		
SIGNATURE:	/Ashley Min Joo Kim/		

OP \$90.00 90637518

DATE SIGNED:

08/25/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 25, 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.

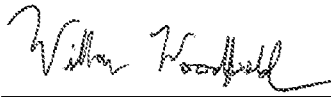
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and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

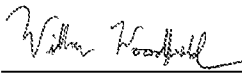
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BAUSCH HEALTH IRELAND LIMITED

By: 

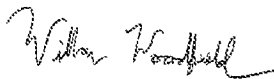
Name: William N. Woodfield
Title: Director

BAUSCH+LOMB IRELAND LIMITED

By: 

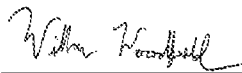
Name: William N. Woodfield
Title: Director

SALIX PHARMACEUTICALS, INC.

By: 

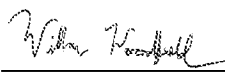
Name: William N. Woodfield
Title: Vice President, Treasurer

BAUSCH & LOMB INCORPORATED

By: 

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

BAUSCH HEALTH US, LLC

By: 

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

[Signature Page to IPSA – Barclays]

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: 007403 FRAME: 0295

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

Current Owner on TMO Records	Mark Name	Current Application Number	Current Registration Number
BAUSCH HEALTH IRELAND LIMITED	XENAZINE (TETRABENAZINE)	90637518	
BAUSCH & LOMB INCORPORATED	LUMIFY LOVERS	90860884	
BAUSCH & LOMB INCORPORATED	BOSTON EO	90849160	

Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
17/158562	2021-0145639-A1		ULTRASONIC NEEDLES AND TRANSDUCER ASSEMBLIES FORMED OF NON-METAL MATERIALS OR A COMBINATION OF MATERIALS	BAUSCH & LOMB INCORPORATED
17/103298	2021-0162692-A1		DIRECT COMPRESSION MOLDED OPHTHALMIC DEVICES	BAUSCH + LOMB IRELAND LIMITED
17/154591	2021-0145847-A1		TOPICAL COMPOSITIONS AND METHODS FOR TREATING PSORIASIS	BAUSCH HEALTH US, LLC
17/063470	2021-0121456-A1		USE OF METHYLNALTREXONE TO ATTENUATE TUMOR PROGRESSION	SALIX PHARMACEUTICALS, INC.
17/316117			VITRECTOMY CUTTER	BAUSCH + LOMB IRELAND LIMITED
17/229114			MULTI-FUNCTION IRRIGATION-ASPIRATION TUBING FOR OCULAR SURGERY DEVICES	BAUSCH + LOMB IRELAND LIMITED
17/229149			RESONANT NON-SINUSOIDAL DRIVE SIGNALS FOR PHACOEMULSIFICATION SURGERY DEVICES	BAUSCH + LOMB IRELAND LIMITED
63/193325			PACKAGING SOLUTIONS	BAUSCH + LOMB IRELAND LIMITED
63/217006			HIGH WATER CONTENT BIOMEDICAL DEVICES	BAUSCH + LOMB IRELAND LIMITED
29/780736			LIGHT THERAPY DEVICE	BAUSCH HEALTH IRELAND LIMITED
16/280600		11,077,102	MULTIDOSE PACKAGE, COURSE AND METHOD OF TREATMENT FOR DELIVERING PREDETERMINED MULTIPLE DOSES OF A PHARMACEUTICAL	BAUSCH HEALTH IRELAND LIMITED
16/128835		10,828,369	COMPOSITIONS AND METHODS FOR TREATING DISEASES OF THE NAIL	BAUSCH HEALTH IRELAND LIMITED

Appl. No.	Publ. No.	Patent No.	Title	Current PTO Owner
15/381680		10,342,848	AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	BAUSCH HEALTH IRELAND LIMITED
15/272,873		10,238,712	COMPOSITIONS USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS	BAUSCH HEALTH IRELAND LIMITED

None.

Schedule III - Copyright Collateral