

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAUSCH & LOMB INC.		12/22/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BAUSCH HEALTH IRELAND LIMITED		
<b>Street Address:</b>	3013 Lake Drive, Citywest Business Campus		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	D24PPT3		
<b>Entity Type:</b>	Private Company: IRELAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1211221	BREEZEE MIST	
<b>Registration Number:</b>	1574343	FUNGOID	
<b>Registration Number:</b>	1031165	GRIS-PEG	
<b>Registration Number:</b>	1728854	HYDRISALIC	
<b>Registration Number:</b>	1216308	HYDRISINOL CREME	
<b>Registration Number:</b>	3542407	LACTINOL	
<b>Registration Number:</b>	2599099	MONOCETE	
<b>Registration Number:</b>	1214641	OSTIDERM LOTION	
<b>Registration Number:</b>	1488084	PEDI-BORO	
<b>Registration Number:</b>	1719811	PEDI-DRI	
<b>Registration Number:</b>	1147928	PEDINOL	
<b>Registration Number:</b>	4200788	PEDINOL	
<b>Registration Number:</b>	3456653	PHENOL EZ SWABS	
<b>Registration Number:</b>	1211220	SALACTIC FILM	
<b>Registration Number:</b>	1688719	SAL-PLANT	
<b>Registration Number:</b>	1740825	STYPTOCAINE	
<b>Registration Number:</b>	3456650	UREACIN	
<b>Registration Number:</b>	1312980	UREACIN-10	
<b>Registration Number:</b>	2839404	XENAZINE	

OP \$515.00 1211221

Property Type	Number	Word Mark
Serial Number:	90637518	XENAZINE (TETRABENAZINE)

**CORRESPONDENCE DATA**

**Fax Number:**

*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 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1559855 TM
<b>NAME OF SUBMITTER:</b>	Ashley Min Joo Kim
<b>SIGNATURE:</b>	/Ashley Min Joo Kim/
<b>DATE SIGNED:</b>	12/30/2021

**Total Attachments: 15**

source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page2.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page3.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page4.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page5.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page6.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page7.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page8.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page9.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page10.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page11.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page12.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page13.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page14.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page15.tif  
source=Trademark Assignment - Bausch Lomb Inc. to BIRL#page16.tif

**DATED 22 DECEMBER 2021**

**BAUSCH & LOMB INC.  
BAUSCH HEALTH IRELAND LIMITED**

---

**DEED OF ASSIGNMENT**

---

**ARTHUR COX**

**TABLE OF CONTENTS**

1. DEFINITIONS.....1  
2. ASSIGNMENT.....4  
3. FURTHER ASSURANCE.....5  
4. GENERAL.....5

**SCHEDULE 1**  
TRANSFERRED BRANDS .....8

**SCHEDULE 2**  
TRANSFERRED TRADE MARKS.....9

**SCHEDULE 3**  
DOMAIN NAMES .....10

**THIS DEED** is made on 22 December 2021

**BETWEEN:**

- (1) **BAUSCH & LOMB INC.**, a New York corporation with its principal place of business at 1400 North Goodman Street Rochester, NY 14609, United States (the “**Assignor**”); and
- (2) **BAUSCH HEALTH IRELAND LIMITED**, a private company limited by shares incorporated in Ireland under registration number 513130 having its registered address at 3013 Lake Drive, Citywest Business Campus, Dublin 24, D24PPT3, Ireland (the “**Assignee**”).

**BACKGROUND:**

- (A) The Assignor and the Assignee are both members of the Bausch group of companies.
- (B) The Assignor has agreed to assign all of its rights, title, interest and benefit in certain intellectual property and the Contracts (defined below) to the Assignee.
- (D) The Assignor and the Assignee are entering into this Deed to set out the terms of such assignment.

**IT IS AGREED** as follows:

1. **DEFINITIONS**

1.1 In this Deed unless otherwise specified:

“**Asset Transfer Agreement**” means the asset transfer agreement to be entered into by the Assignor and the Assignee on or about the date of this Deed;

“**Brands**” means all of the Assignor’s rights, title and interest in and to the Intellectual Property, the Products and all other rights or elements comprising the brands details of which are set out in Schedule 1 (Transferred Brands);

“**Business Day**” means a day (other than a Saturday or Sunday or public holiday in Ireland) on which clearing banks are open for business in Dublin;

“**Contracts**” means all contracts, arrangements, engagements, licences and other commitments solely relating to the Brands entered into by the Seller, on or before, and which remain to be performed in whole or in part on, the Effective Date;

“**Domain Names**” means the domain names details of which are set out in Schedule 3 (Domain Names);

“**Effective Date**” means 22 December 2021;

“**Encumbrance**” means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect;

“**Intellectual Property Rights**”, “**Intellectual Property**” and “**IP**” mean all rights, title and interest in and to, collectively, each and all dossiers, Trade Secrets and Trade Marks, rights under the Product Approvals, domain names and other intellectual

property associated with or connected with the Brands, in each case of the foregoing that is owned by, used by, required to be used by or licensed to Assignor;

“**Party**” means a party to this Deed;

“**Product Approvals**” means the approvals (including pricing and reimbursement approvals), licenses, registrations or authorizations of a Regulatory Authority for the Products which are necessary for or used in the manufacture, sale, marketing and distribution of the Products in the Territory, together with all supporting documents, submissions, correspondence, reports and clinical studies relating thereto;

“**Products**” means pharmaceutical products, food supplements, medical devices and cosmetics covered by, claimed by, based on or in any other way using or benefiting from the Intellectual Property;

“**Regulatory Authority**” means any governmental authority, instrumentality or other agency, the approval of which is required to market commercially any Product in one or more countries within the Territory;

“**Territory**” means all the countries of the world;

“**Trade Marks**” means, collectively, trademarks, service marks, certification marks, trade names, slogans, logos, trade dress, Internet domain names, and other similar source or origin identifiers (whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country in the Territory or any political subdivision thereof), together with any and all (i) registrations and applications for any of the foregoing, (ii) any extensions or renewals thereof, (iii) goodwill connected with use thereof and symbolised thereby, (iv) rights and privileges arising under applicable law with respect to the use of any of the foregoing, and (v) all similar or corresponding rights throughout the Territory, including the Transferred Trade Marks;

“**Trade Secrets**” means, collectively, secret processes or formulae or other secret information concerning industrial, commercial or scientific experience, whether protected or not by patent, copyright or a related right and including all trade secrets and all other proprietary confidential information, including inventions (whether or not patentable), invention disclosures, customer lists, marketing and other business strategies, plans and projections, customer, vendor and other business partner information, contracts, forms and types of financial, business, scientific, technical, economic or engineering information, unpublished, pending patent applications, ideas, concepts, know-how, algorithms, apparatuses, patterns, plans, compilations, program devises, formulae, formulations, designs, prototypes, methods, techniques, processes, operating procedures, knowledge, models, specifications, configuration information, test results, studies, clinical data, dossiers, chemistry, manufacturing and controls data and other data, databases and data sets, programs or code and associated documentation;

“**Transferred Trade Marks**” means the Trade Marks details of which are set out in Schedule 2 (Transferred Trade Marks); and

“**United States**” means the United States of America including its possessions and territories.

1.2 In this Deed, unless the context otherwise requires:

- (a) where a Party is required to use “all reasonable endeavours” that Party should explore all avenues reasonably open to it, and explore them all to the extent reasonable, but the Party is neither obliged to disregard its own commercial interests, nor required to continue trying to comply if it is clear that all further efforts would be futile;
- (b) a reference to:
  - (i) any party includes its successors in title and permitted assigns;
  - (ii) a “person” includes any individual, firm, company, association or partnership, government or state or agency of a state, local authority or government body or any joint venture association or partnership (whether or not having a separate legal personality) and that person’s personal representatives, successors or permitted assigns;
  - (iii) a “company” shall be construed so as to include any company, corporation or body corporate, wherever and however incorporated or established;
  - (iv) writing or similar expressions includes, unless otherwise specified, transmission by email;
  - (v) the singular includes the plural and vice versa and references to one gender includes all genders;
  - (vi) “day” or a “Business Day” shall mean a period of twenty-four (24) hours running from midnight to midnight;
  - (vii) a “month” shall mean a calendar month;
  - (viii) times are to time in Ireland;
  - (ix) any other document referred to in this Deed is a reference to that document as amended, varied, novated or supplemented at any time;
- (c) a reference to a statute or statutory provision shall be construed as a reference to the laws of Ireland unless otherwise specified and includes:
  - (i) any subordinate legislation made under it including all regulations, by-laws, orders and codes made thereunder;
  - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
  - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

1.3 The table of contents and headings in this Deed are inserted for convenience only. They are to be ignored in the interpretation of this Deed.

1.4 The ejusdem generis principle of construction shall not apply to this Deed. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms “other”, “including”, “include” and “in particular” or any similar expression

shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.5 The contra proferentum principle of construction shall not apply to this Deed. It is acknowledged and agreed by the Parties that the provisions of this Deed have been negotiated, drafted and settled jointly by and on behalf of the Parties and accordingly if any question arises at any time as to the meaning, intent or interpretation of any provision or provisions of this Deed, no presumption or burden of proof will arise in favour of or against any Party solely as a result of the authorship of any of the provisions of this Deed.

## 2. ASSIGNMENT

- 2.1 The Assignor hereby irrevocably assigns, transfers and conveys to the Assignee all of the Assignor's rights, title, interest and benefit (whether vested, contingent or future) in and to:

- (a) the Contracts, and the Assignee hereby agrees to perform all the Assignor's obligations under the Contracts from the Effective Date;
- (b) the Domain Names;
- (c) the Transferred Trade Marks (including any copyright in the Transferred Trade Marks), together with (i) all rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present or future) of the Transferred Trade Marks and/or any violation of any common law rights in the Transferred Trade Marks; (ii) any and all goodwill associated with or attaching to the Transferred Trade Marks and the benefit of any use of the Transferred Trade Marks; (iii) the right to apply for and maintain all registrations and renewals of the Transferred Trade Marks; and (iv) the right to grant licences or other interests in the Transferred Trade Marks and to **HOLD, USE, EXERCISE AND ENJOY** the same unto the Assignee, its successors and assigns absolutely and free from all Encumbrances for the whole period of such rights for the time being capable of being assigned by the Assignor, and the Assignee hereby accepts all of the foregoing; and
- (d) all other Intellectual Property Rights in the Brands, together with (i) all rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present or future) of such Intellectual Property Rights and/or any violation of any common law rights in such Intellectual Property Rights; (ii) any and all goodwill associated with or attaching to the Intellectual Property Rights and the benefit of any use of such Intellectual Property Rights; (iii) the right to apply for and maintain all registrations and renewals of the Intellectual Property Rights; and (iv) the right to grant licences or other interests in the Intellectual Property Rights and to **HOLD, USE, EXERCISE AND ENJOY** the same unto the Assignee, its successors and assigns absolutely and free from all Encumbrances for the whole period of such rights for the time being capable of being assigned by the Assignor, and the Assignee hereby accepts all of the foregoing.

- 2.2 The consideration for the assignment set out in clause 2.1 is set out in clause 4 of the Asset Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties.



- 2.3 If any Intellectual Property is incapable of being transferred by the Assignor to the Assignee pursuant to this Agreement without the consent of a third party, then this Deed shall not constitute a transfer or assignment of that Intellectual Property to the Assignee unless and until that consent is obtained. In this regard, the Assignor shall, as soon as possible following the Effective Date, use commercially reasonable efforts to secure such consent. If such consent is withheld then legal ownership of that Intellectual Property shall remain with the Assignor. If such consent is obtained then legal ownership of that Intellectual Property shall then, and only then, transfer to the Assignee. The Assignee will, with effect from the Effective Date, and until such consent is either obtained or withheld, be entitled to the benefits of that Intellectual Property.
- 2.4 To the extent that the Assignor cannot assign, transfer or convey any of the Assigned Rights to the Assignee as contemplated by Clause 2.1 and 2.3, it shall:
- (a) grant, and hereby grants, the Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free, fully paid-up, transferable and sublicenseable license to use, exploit and commercialise in any manner now known or in the future discovered and for whatever purpose, any such right, title or interest; and
  - (b) in any event, irrevocably and unconditionally waive, abandon and not assert, to the fullest extent permissible by applicable law, any such right, title or interest (including, where applicable, any moral right) in and to the Assigned Rights against the Assignee or any third party, unless otherwise instructed in writing by the Assignee or its successors in title.

### 3. **FURTHER ASSURANCE**

- 3.1 The Assignor acknowledges and agrees that it shall, from time to time and on being requested to do so by the Assignee, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents as are required by law, by any trade mark office or which the Assignee requests, to vest in the Assignee the full benefit of the rights, title, interest and benefit in and to the intellectual property to the Assignee under this Deed, including assisting the Assignee in obtaining, defending and enforcing the intellectual property, and assisting with any proceedings which may be brought by or against the Assignee against or by any third party relating to the intellectual property.
- 3.2 Any monies received by the Assignor pursuant to the Intellectual Property after the Effective Date shall be forthwith transferred by the Assignor to the account of the Assignee and shall, pending such transfer, be held by the Assignor in trust for the Assignee and shall be kept separate from the other receivables, cash balances and other assets of the Assignor.

### 4. **GENERAL**

#### 4.1 **Assignment**

- (a) The Assignor may at any time, with the prior written consent of the Assignee, assign all or any part of the benefit of, or its rights or benefits under, this Deed.
- (b) The Assignee may at any time, without the consent of the Assignor, assign all or any part of the benefit of, or its rights or benefits under, this Deed.

#### 4.2 Remedies and Waivers

- (a) No delay or omission by any Party to this Deed in exercising any right, power or remedy provided by law or under this Deed shall:
  - (i) affect that right, power or remedy; or
  - (ii) operate as a waiver of it.
- (b) The exercise or partial exercise of any right, power or remedy provided by law or under this Deed shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- (c) The rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights, powers and remedies provided by law.

#### 4.3 Costs and Expenses

Each Party shall pay its own costs and expenses in connection with the negotiation, preparation and execution of this Deed.

#### 4.4 Partnership

This Deed shall not operate so as to create a partnership or joint venture of any kind between the Parties hereto or constitute either Party as the agent to the other.

#### 4.5 Severance

- (a) If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
  - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.
- (b) If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 4.6 Counterparts

- (a) This Deed may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- (b) Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute one and the same instrument.

#### 4.7 Electronic Signatures

- (a) The Parties consent to the execution by or on behalf of each other Party to this Deed by electronic signature, provided that such manner of execution is permitted by law.

- (b) The Parties:
  - (i) agree that an executed copy of this Deed may be retained in electronic form; and
  - (ii) acknowledge that such electronic form shall constitute an original of this Deed and may be relied upon as evidence of this Deed.

4.8 **Adequacy of Damages**

Without prejudice to any other rights or remedies that the other Party may have, each Party agrees that damages would not be an adequate remedy for any breach by it of this Deed and that accordingly the other Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Deed.

4.9 **Governing Law**

This Deed and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (“**Dispute**”) shall be governed by and construed in accordance with the laws of Ireland.

4.10 **Jurisdiction**

- (a) Each of the Parties irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any Dispute and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Deed (the “**Proceedings**”) shall therefore be brought in the courts of Ireland.
- (b) Each of the Parties irrevocably waives any objection to Proceedings in the courts referred to in clause 4.10(a) on the grounds of venue or on the grounds of forum non conveniens.

**SCHEDULE 1**

**Transferred Brands**

1. GRISPEG
2. NITOMAN (US and Canada)
3. PEDCORPBR
4. XENAZINE (US and Canada)
5. ZZPEDOTH

**SCHEDULE 2**

**Transferred Trade Marks**

[Follows]

HM Brand	Mark Name	Country	Application No.	Filed Date	Registration No.	Registration Date	Classes
ZZPEDOTH	BREEZEE MIST	United States of America	73290744	1980-12-22	1211221	1982-10-05	5
ZZPEDOTH	FUNGOID	United States of America	73804488	1989-06-05	1574343	1990-01-02	5
GRISPEG	GRIS-PEG	United States of America	73054563	1975-06-09	1031165	1976-01-27	5
ZZPEDOTH	HYDRISALIC	United States of America	74242866	1992-01-31	1728854	1992-11-03	5
ZZPEDOTH	HYDRISINOL CRÈME	United States of America	73290748	1980-12-22	1216308	1982-11-16	3
ZZPEDOTH	LACTINOL	United States of America	77060983	2006-12-11	3542407	2008-12-09	5
ZZPEDOTH	MONOCETE	United States of America	76155699	2000-10-30	2599099	2002-07-23	5
NITOMAN	NITOMAN	Canada	1163643	2002-12-30	TMA615144	2004-07-19	5
ZZPEDOTH	OSTIDERM LOTION	United States of America	73290749	1980-12-22	1214641	1982-11-02	5
ZZPEDOTH	PEDI-BORO	United States of America	73678612	1987-08-31	1488084	1988-05-17	5
ZZPEDOTH	PEDI-DRI	United States of America	74239611	1992-01-23	1719811	1992-09-29	5
PEDCORPBR	PEDINOL (1) (Word Mark)	United States of America	73222372	1979-07-05	1147928	1981-03-03	5
PEDCORPBR	PEDINOL (2) (Word Mark)	United States of America	85308797	2011-04-29	4200788	2012-09-04	1, 3, 5, 10
ZZPEDOTH	PHENOL EZ SWABS	United States of America	77178726	2007-05-11	3456653	2008-07-01	5
ZZPEDOTH	SALACTIC FILM	United States of America	73290743	1980-12-22	1211220	1982-10-05	5
ZZPEDOTH	SAL-PLANT	United States of America	74168722	1991-05-21	1688719	1992-05-26	5
ZZPEDOTH	STYPTOCAINE	United States of America	74254203	1992-03-02	1740825	1992-12-22	5
ZZPEDOTH	UREACIN	United States of America	77178705	2007-05-11	3456650	2008-07-01	3
ZZPEDOTH	UREACIN-10	United States of America	73438875	1983-08-11	1312980	1985-01-08	3
XENAZINE	XENAZINE	Canada	1498982	07 Oct 2010	TMA964298	01 Mar 2017	5
XENAZINE	XENAZINE	United States of America	76181171	2000-12-13	2839404	2004-05-11	5
XENAZINE	XENAZINE (TETRABENZAZINE)	United States of America	90637518	2021-04-11			44

### SCHEDULE 3

#### Domain Names

HFM Brand	Domain Name	Status	Paid Through Date	TLD
GRISPEG	<a href="http://aboutgrispeg.com">aboutgrispeg.com</a>	registered locked	2023-05-02	.com
GRISPEG	<a href="http://grispeg.com">grispeg.com</a>	registered locked	2022-07-12	.com
NITOMAN	<a href="http://nitomansupportprogram.ca">nitomansupportprogram.ca</a>	registered locked	2022-08-11	.ca
NITOMAN	<a href="http://programme-desoutienpournitoman.ca">programme-desoutienpournitoman.ca</a>	registered locked	2022-08-11	.ca
PEDCORPBR	<a href="http://pedinol.biz">pedinol.biz</a>	registered locked	2022-12-16	.biz
PEDCORPBR	<a href="http://pedinol.com">pedinol.com</a>	registered locked	2022-05-09	.com
XENAZINE	<a href="http://xenazinepartners.com">xenazinepartners.com</a>	registered locked	2023-03-22	.com

**IN WITNESS** whereof the Parties have executed and delivered this Deed the day and year first herein written.

**SIGNED AND DELIVERED** as a deed  
by a duly authorised signatory of  
**BAUSCH & LOMB INC.**

  
\_\_\_\_\_  
Authorised Signatory

Jeremy M. Lipshy, SVP Tax

**GIVEN** under the **COMMON SEAL**  
of **BAUSCH HEALTH IRELAND LIMITED**  
and **DELIVERED** as a **DEED**:

\_\_\_\_\_  
Director



IN WITNESS whereof the Parties have executed and delivered this Deed the day and year first herein written.

SIGNED AND DELIVERED as a deed  
by a duly authorised signatory of  
BAUSCH & LOMB INC.

\_\_\_\_\_  
Authorised Signatory

GIVEN under the COMMON SEAL  
of BAUSCH HEALTH IRELAND LIMITED  
and DELIVERED as a DEED:

  
\_\_\_\_\_  
Director

*[Signature page to the IP Deed of Assignment]*