TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM717776

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAUSCH + LOMB IRELAND LIMITED		03/28/2022	Private Limited Company: IRELAND
BAUSCH & LOMB INCORPORATED		03/28/2022	Corporation: NEW YORK
ORAPHARMA, INC.		03/28/2022	Corporation: DELAWARE
SOLTA MEDICAL, INC.		03/28/2022	Corporation: DELAWARE
TECHNOLAS PERFECT VISION GMBH		03/28/2022	Gesellschaft Mit Beschränkter Haftung (Gmbh): GERMANY

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: 16

Property Type	Number	Word Mark	
Serial Number:	97224482	EYELUMA	
Serial Number:	97224477	ILUMA	
Serial Number:	97224502	IXPLOR	
Serial Number:	97225373	OPTISOL	
Serial Number:	97224493	SEELUMA	
Serial Number:	97224475	SEENOVA	
Serial Number:	97217507	ORAPORTAL	
Serial Number:	97212859		
Serial Number:	97155455	ACE ADVANCED CORNEAL EXPLORER	
Serial Number:	97093902	BAUSCH + LOMB REVIVE	
Serial Number:	97093019	IMAYZI	
Serial Number:	97093033	JEVRIQ	

Property Type	Number	Word Mark
Serial Number:	97093009	LUCAMZI
Serial Number:	97093042	OPHELZI
Serial Number:	97093057	RALZYRIS
Serial Number:	97063941	REVIVE

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

NAME OF SUBMITTER:	Ashley Min Joo Kim
SIGNATURE:	/Ashley Min Joo Kim/
DATE SIGNED:	03/30/2022

Total Attachments: 8

source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page3.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page4.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page5.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page6.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page7.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page8.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page9.tif source=Trademark IPSA - Q4 2021 (Barclays) (with coversheet)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 28, 2022, (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 and Treasurer

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SOLTA MEDICAL, INC.

By:

Name: William N. Woodfield

Title: Director

TECHNOLAS PERFECT VISION GMBH

By:

Name: William N. Woodfield Title: Managing Director

ORAPHARMA, INC.

By:

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

Accepted and Agreed:

BARCLAYS BANK PLC,

as Collateral Agent

By:

Bolevit Walsh

**FCDAF84F50AA411...*

Name: Robert Walsh

Title: Assistant Vice President

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

		Current Application	Current Registration
Current Owner on TMO Records	Mark Name	Number	Number
BAUSCH + LOMB IRELAND LIMITED	EYELUMA	97224482	N/A
BAUSCH + LOMB IRELAND LIMITED	ILUMA	97224477	N/A
BAUSCH + LOMB IRELAND LIMITED	IXPLOR	97224502	N/A
BAUSCH & LOMB INCORPORATED	OPTISOL	97225373	N/A
BAUSCH + LOMB IRELAND LIMITED	SEELUMA	97224493	N/A
BAUSCH + LOMB IRELAND LIMITED	SEENOVA	97224475	N/A
ORAPHARMA, INC.	ORAPORTAL	97217507	N/A
SOLTA MEDICAL, INC.	CIRCLE DOT DESIGN LOGO (Clear + Brilliant brand)	97212859	N/A
TECHNOLAS PERFECT VISION GMBH	ACE ADVANCED CORNEAL EXPLORER (LOGO)	97155455	N/A
BAUSCH + LOMB IRELAND LIMITED	BAUSCH + LOMB REVIVE	97093902	N/A
BAUSCH + LOMB IRELAND LIMITED	IMAYZI	97093019	N/A
BAUSCH + LOMB IRELAND LIMITED	JEVRIQ	97093033	N/A
BAUSCH + LOMB IRELAND LIMITED	LUCAMZI	97093009	N/A
BAUSCH + LOMB IRELAND LIMITED	OPHELZI	97093042	N/A
BAUSCH + LOMB IRELAND LIMITED	RALZYRIS	97093057	N/A
BAUSCH + LOMB IRELAND LIMITED	REVIVE	97063941	N/A

Schedule II - Patent Collateral

λ		17/694981	17/691260	17/691263		17/561198		17/550220	17/533454		17/533978			17/299578			17/299611			17/468457	17/46	17/468457 17/478027	17/46	17/46 17/47	17/468457 17/478027 17/468461
Appl. No.		4981	1260	1263		1198		0220	3454		3978			9578			9611		8457		8027				8461
Publ. No.									2022-0081491-A1					2022-0022937-A1			2022-0015818-A1		2021-0401813-A1		2021-0403508-A1				2022-0040157-A1
No.									91-A1					37-A1			18-A1		13-A1		08-A1				57-A1
Patent	No.																								
		BIOMEDIO	CONTACT	PRESERV.	TREATING	COMPOSI	TREATING	PACKAGI	CROSSLIN	NETWOR	METHOD	PRESERV.	OPHTHAL	CERAMIC	TRANSCU	ENERGY	MICROBL	METHOD	SOLID DIS	RIFAXIMIN	ULTRA-PU	GUANYL,	OF MAKI		SOLID DIS
Title		BIOMEDICAL DEVICES	CONTACT LENS TREATING SOLUTION	PRESERVATIVE-FREE CONTACT LENS	TREATING SOLUTION	COMPOSITIONS AND METHODS FOR	TREATING DISEASES OF THE NAIL	PACKAGING SOLUTIONS	CROSSLINKED POLYMERIC	NETWORK AND USE THEREOF	METHOD FOR MAKING A	PRESERVATIVE-FREE PACKAGED	OPHTHALMIC DEVICE PRODUCT	CERAMIC APPLICATOR FOR	TRANSCUTANEOUS DELIVERY OF		MICROBLADE STRUCTURE AND	METHOD OF TREATING TISSUE	SOLID DISPERSION FORMS OF	Z	ULTRA-PURE AGONISTS OF	GUANYLATE CYCLASE C, METHOD	OF MAKING AND USING SAME		SOLID DISPERSION FORMS OF
G.		ES	ATING SOL	E CONTACT	Z	METHODS	OF THE N.	ONS	MERIC	THEREOF	VG A	E PACKAGE	E PRODUC'	OR FOR	DELIVERY		TURE AND	NG TISSUE	ORMS OF		STS OF	SE C, METH	NG SAME		ORMS OF
						FOR	AIL					U	T		OF _							1OD			
		BAUSCH+	BAUSCH+	BAUSCH + LOMB IRELAND LIMITED		BAUSCH H		BAUSCH &	BAUSCH &		BAUSCH+			BAUSCH H			BAUSCH H		SALIX PHA		BAUSCH H			!	SALIX PHA
Current F		LOMB IREI	LOMB IREI	LOMB IREI		EALTH IRE		LOMB INC	LOMB INC		LOMB IREI			EALTH IRE			EALTH IRE		RMACEUT		EALTH IRE				RMACEUT
Current PTO Owner		3AUSCH + LOMB IRELAND LIMITED	BAUSCH + LOMB IRELAND LIMITED	AND LIMI		3AUSCH HEALTH IRELAND LIMITED		3AUSCH & LOMB INCORPORATED	BAUSCH & LOMB INCORPORATED		BAUSCH + LOMB IRELAND LIMITED			BAUSCH HEALTH IRELAND LIMITED			BAUSCH HEALTH IRELAND LIMITED		SALIX PHARMACEUTICALS, INC		BAUSCH HEALTH IRELAND LIMITED				SALIX PHARMACEUTICALS, INC
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RECORDED: 03/30/2022