

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM717779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
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:	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: 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	

OP \$415.00 97224482

Property Type	Number	Word Mark
Serial Number:	97093033	JEVRIQ
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

ATTORNEY DOCKET NUMBER:	1630731 TM BNY
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NAME OF SUBMITTER:	Ashley Min Joo Kim
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SIGNATURE:	/Ashley Min Joo Kim/
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DATE SIGNED:	03/30/2022
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Total Attachments: 8

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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 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 October 17, 2017 (as amended or otherwise modified, the “**October Security Agreement**”), the U.S. Pledge and Security Agreement dated as of March 8, 2019 (as amended or otherwise modified, the “**March 2019 Security Agreement**”) and the U.S. Pledge and Security Agreement dated as of June 8, 2021 (as amended or otherwise modified, the “**June 2021 Security Agreement**”, and, together with the October 2017 Security Agreement and the March 2019 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.

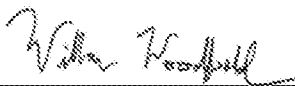
SECTION 3. ***Security Agreement.*** The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms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

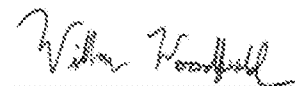
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BAUSCH HEALTH IRELAND LIMITED

By: 

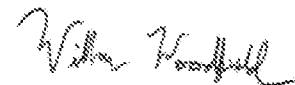
Name: William N. Woodfield
Title: Director

BAUSCH+LOMB IRELAND LIMITED

By: 

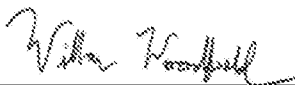
Name: William N. Woodfield
Title: Director

SALIX PHARMACEUTICALS, INC.

By: 

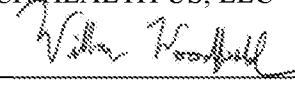
Name: William N. Woodfield
Title: Vice President, Treasurer

BAUSCH & LOMB INCORPORATED

By: 

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

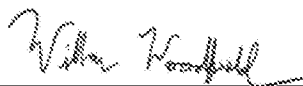
BAUSCH HEALTH US, LLC

By: 

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

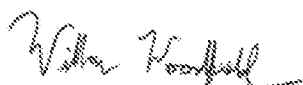
[Signature Page to IPSA – BNY]

SOLTA MEDICAL, INC.

By: 

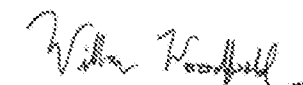
Name: William N. Woodfield
Title: Director

TECHNOLAS PERFECT VISION GMBH

By: 

Name: William N. Woodfield
Title: Managing Director

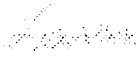
ORAPHARMA, INC.

By: 

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

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By:  Digitally signed
by Lisa Sollitto
Date: 2022.03.23
09:32:25 -04'00'

Name: Lisa Sollitto
Title: Vice President