

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch + Lomb Ireland Limited		09/07/2022	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as collateral agent		
Street Address:	388 Greenwich Street		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5460348	OPTICALIGN	
Registration Number:	5336809	NOURISH YOUR EYES	
Registration Number:	5336566	SCLERALFIL	
Registration Number:	6091208	VICTUS VERAFIT	
Registration Number:	5309106	OCUCOAT	
Registration Number:	3738966	ISLAND FRESH	
Registration Number:	2907160	MACUGEN	
Registration Number:	2696368		
Registration Number:	2568339	SHOWER TO SHOWER	
Registration Number:	6571000	IMMUNE DUO	
Registration Number:	1818707	OCUDOSE	
Registration Number:	1902106	TIMOPTIC-XE	
Registration Number:	1549744	PURPOSE	
Registration Number:	6348128	ENVIVE DAILY PROBIOTIC SUPPLEMENT	
Registration Number:	1156075	LACRISERT	
Registration Number:	1099246	CORTAID	
Registration Number:	1013368	SHOWER TO SHOWER	
Registration Number:	1002517	CORN HUSKERS	

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Property Type	Number	Word Mark
Registration Number:	0977884	PURPOSE
Registration Number:	0956222	SHOWER TO SHOWER
Registration Number:	6228826	FREEFLOW
Registration Number:	6428794	SIMPLIFEYE
Registration Number:	6687217	PREVUE
Registration Number:	6754701	CLEARVISC

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Ajinkya Joshi
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	A. Joshi - 64058.0322
NAME OF SUBMITTER:	Ajinkya Joshi
SIGNATURE:	/Ajinkya Joshi/
DATE SIGNED:	09/07/2022

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 7, 2022 (this “**Agreement**”), between Bausch + Lomb Ireland Limited, a company incorporated in Ireland having company registration number 677764 and having its registered office at 3013 Lake Drive, Citywest Business Campus, Dublin 24 (the “**Grantor**”) and Citibank, N.A. (“**Citi**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Debenture, dated as of September 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), between the Grantor and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit and Guaranty Agreement dated as of May 10, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among Bausch + Lomb Corporation (the “**Borrower**”), certain subsidiaries of the Borrower, as Subsidiary Guarantors, the Lenders from time to time party thereto (the “**Lenders**”), Citi, in its capacities as the Swingline Lender, Revolving Facility Administrative Agent and Collateral Agent, and Goldman Sachs Bank USA, in its capacity as Term Facility Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 10.1 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 or, if not defined therein, in the Credit 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 Obligations, the 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 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 the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Intellectual Property, including those registrations and applications therefor in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by any Intellectual Property, including any registration, registration applications and pending applications therefor;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of any Intellectual Property or any registrations, registration applications and pending applications therefor; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Intellectual Property 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. The 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.

[Signature Pages Follow]

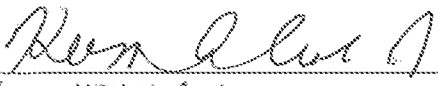
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BAUSCH + LOMB IRELAND LIMITED

By: Breda Furlong
Name: Breda Furlong
Title: Director

[Signature Page to Intellectual Property Security Agreement]

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: KEVIN A LIOOK JR
Title: Vice President


[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

PENDING PATENT APPLICATIONS

REGISTERED OWNER	FILING DATE	APPLICATION NUMBER	DESCRIPTION
Bausch & Lomb Ireland Limited	9/16/2020	17/022398	GRAFTED POLYMER AND USE THEREOF
Bausch & Lomb Ireland Limited	11/24/2020	17/103298	DIRECT COMPRESSION MOLDED OPHTHALMIC DEVICES

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Bausch + Lomb Ireland Limited	5460348	OPTICALIGN
Bausch + Lomb Ireland Limited	5336809	NOURISH YOUR EYES
Bausch + Lomb Ireland Limited	5336566	SCLERALFIL
Bausch + Lomb Ireland Limited	6091208	VICTUS VERAFIT
Bausch + Lomb Ireland Limited	5309106	OCUCOAT
Bausch + Lomb Ireland Limited	3738966	ISLAND FRESH
Bausch + Lomb Ireland Limited	2907160	MACUGEN
Bausch + Lomb Ireland Limited	2696368	
Bausch + Lomb Ireland Limited	2568339	SHOWER TO SHOWER

Schedule I

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REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Bausch + Lomb Ireland Limited	6571000	IMMUNE DUO
Bausch + Lomb Ireland Limited	1818707	OCUDOSE
Bausch + Lomb Ireland Limited	1902106	TIMOPTIC-XE
Bausch + Lomb Ireland Limited	1549744	PURPOSE
Bausch + Lomb Ireland Limited	6350913	SMARTCURVE
Bausch + Lomb Ireland Limited	6348128	ENVIVE DAILY PROBIOTIC SUPPLEMENT
Bausch + Lomb Ireland Limited	1156075	LACRISERT
Bausch + Lomb Ireland Limited	1099246	CORTAID
Bausch + Lomb Ireland Limited	1013368	SHOWER TO SHOWER
Bausch + Lomb Ireland Limited	1002517	CORN HUSKERS
Bausch + Lomb Ireland Limited	0977884	PURPOSE
Bausch + Lomb Ireland Limited	0956222	SHOWER TO SHOWER
Bausch + Lomb Ireland Limited	6228826	FREEFLOW
Bausch + Lomb Ireland Limited	6428794	SIMPLIFEYE
Bausch + Lomb Ireland Limited	6687217	PREVUE
Bausch + Lomb Ireland Limited	6754701	CLEARVISC

Schedule I

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Schedule I

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RECORDED: 09/08/2022

**TRADEMARK
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