

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch Health, Canada Inc.		10/01/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bausch + Lomb Corporation		
Street Address:	520 Applewood Crescent		
City:	Vaughan Ontario		
State/Country:	CANADA		
Postal Code:	L4K 4B4		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3304268	COLD-FX	
Registration Number:	2218579	COLD-FX	
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:	908-927-0608		
Email:	trademarks@bausch.com		
Correspondent Name:	Nancy L. Rowe		
Address Line 1:	400 Somerset Corp. Blvd.		
Address Line 4:	Bridgewater, NEW JERSEY 08807		
NAME OF SUBMITTER:	Holly M. Smith		
SIGNATURE:	/Holly M. Smith/		
DATE SIGNED:	09/30/2022		
Total Attachments: 3			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (the “**Confirmatory Assignment**”) is hereby made and entered into on 1st October 2021, (the “**Effective Date**”), by and between Bausch Health, Canada Inc., a corporation formed under the laws of Canada with its principal office at 2150 boul. Saint-Elzéar West, Laval (Québec) H7L 4A8 (hereinafter referred to as “**Assignor**”), and Bausch + Lomb Corporation, a company established and existing under the laws of Canada with its principal office at 520 Applewood Crescent, Vaughan, Ontario, L4K 4B4, Canada (hereinafter referred to as “**Assignee**” and, together with Assignor, the “**Parties**”).

WHEREAS, Assignor was the owner of any and all rights in and to the trademarks identified in **Schedule A** together with all common law rights therein and any and all goodwill attached thereto (hereinafter referred to as the “**Trademarks**”) prior to a Trademark Assignment Agreement, (hereinafter referred to as the “**Transfer Agreement**”) on the Effective Date;

WHEREAS, Assignee became the owner of the Trademarks pursuant to the Transfer Agreement;

AND WHEREAS, the Parties wish to memorialize and confirm Assignee’s ownership of said Trademarks through this Confirmatory Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as a result of the Transfer Agreement between Assignor and Assignee, the Parties hereby agree as follows:

1. Assignor hereby confirms having assigned and/or does hereby assign and transfer unto Assignee all its rights, title and interest in and to the Trademarks together with all common law rights therein and any and all goodwill attached thereto, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as said assigned interest could have been held and enjoyed by Assignor if the Transfer Agreements and this Confirmatory Assignment had not been made.
2. At Assignee’s sole cost and expense, Assignor shall execute and deliver such other documents and take all other commercially reasonable actions which Assignee, its successors and/or assigns, may reasonably request to effect the terms of this Confirmatory Assignment, including its recordation in relevant state and national patent offices.
3. This Confirmatory Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Confirmatory Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Confirmatory Assignment.
4. This Confirmatory Assignment shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without any reference to applicable conflict of laws principles.

[signature page follows]


IN WITNESS WHEREOF, Assignor has executed and delivered this Confirmatory Assignment by its duly authorized representative as of the Effective Date.

Bausch Health, Canada Inc.,

By: 
Name: Daniel Yefin
Title: Secretary

IN WITNESS WHEREOF, Assignee has executed and delivered this Confirmatory Assignment by its duly authorized representative as of the Effective Date.

Bausch + Lomb Corporation

By: 
Name: P. Graham Stuart
Title: Executive Director, IP

SCHEDULE A

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
IMMUNITY-FX	Australia	1336151	11-Dec-09	1336151	15-Apr-10
REMEMBER-FX	Australia	1045532	09-Mar-05	1045532	20-Dec-06
COLD-FX	Australia	1045533	09-Mar-05	1045533	24-Nov-05
CVT-E002	Australia	1198474	12-Sep-07	1198474	13-Feb-08
COLD-FX	European Union	003223625	20-Jun-03	003223625	07-Dec-04
CVT-E002	European Union	005760236	15-Mar-07	005760236	06-May-10
HT1001	European Union	008439739	21-Jul-09	008439739	28-Jan-10
HT-1001	European Union	008439671	21-Jul-09	008439671	28-Jan-10
COLD-FX	Hong Kong	300036468	21-Jun-03	300036468	16-Feb-04
COLD-FX in Chinese Characters	Hong Kong	301349370	25-May-09	301349370	21-Dec-09
COLD-FX in Chinese Characters	Hong Kong	301349389	25-May-09	301349389	25-May-09
COLD-FX in Chinese Characters	Hong Kong	300060182	08-Aug-03	300060182	24-Feb-04
CVT-E002	Hong Kong	300953028	12-Sep-07	300953028	18-Jan-08
CVT-E002	New Zealand	775747	15-Mar-07	775747	09-Oct-08
COLD-FX	Singapore	T1001453Z	05-Feb-10	T1001453Z	26-Sep-11
COLD-FX	Taiwan	092039274	24-Jun-03	01092316	01-Apr-04
COLD-FX	United Kingdom	003223625	20-Jun-03	UK00903223625	07-Dec-04
CVT-E002	United Kingdom	005760236	15-Mar-07	UK00905760236	06-May-10
HT1001	United Kingdom	008439739	21-Jul-09	UK00908439739	28-Jan-10
HT-1001	United Kingdom	008439671	21-Jul-09	UK00908439671	28-Jan-10
COLD-FX	United States of America	78780189	23-Dec-05	3304268	02-Oct-07
COLD-FX	United States of America	75369585	06-Oct-97	2218579	19-Jan-99