

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAUSCH HEALTH COMPANIES INC.		09/30/2022	Corporation: CANADA
VALEANT CANADA LP		09/30/2022	Corporation: CANADA
VALEANT CANADA GP LIMITED		09/30/2022	Corporation: CANADA
V-BAC HOLDING CORP.		09/30/2022	Corporation: CANADA
BAUSCH HEALTH, CANADA INC.		09/30/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON		
Street Address:	240 GREENWICH STREET, SUITE 7E		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2611512		
Registration Number:	2893833	ERTACZO	
Registration Number:	2947144	MORNING FRESH	
Registration Number:	3887691	NEUTRASAL	
Registration Number:	2515193	ORIGINAL FRESH	
Registration Number:	2149626	TARGRETIN	
Registration Number:	2464599		
Registration Number:	2464596	TARGRETIN	
Registration Number:	3143144	V	
Registration Number:	3228488	V	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$265.00 2611512

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 904 247-2620-
Email: eastdocket@holleymenker.com
Correspondent Name: JAMES R. MENKER, HOLLEY & MENKER, P.A.
Address Line 1: PO Box 331937
Address Line 4: ATLANTIC BEACH, FLORIDA 32233

ATTORNEY DOCKET NUMBER:	5407.3001
NAME OF SUBMITTER:	James R. Menker
SIGNATURE:	/jmenker/
DATE SIGNED:	03/15/2023

Total Attachments: 13

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SECOND LIEN CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Lien Canadian Intellectual Property Security Agreement (as amended, supplemented, restated, extended, renewed, or replaced from time to time, this “**Agreement**”), granted by each of the Persons (as defined in the Second Lien Indenture) listed on the signature pages hereto as a “GRANTOR” and any other Person that pursuant to a Joinder becomes a party hereto as a Grantor (each, together with its successors and assigns, a “**Grantor**”, and collectively, the “**Grantors**”) to The Bank of New York Mellon, as a notes collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Notes Collateral Agent**”), is made as of September 30, 2022.

RECITALS:

WHEREAS, each Grantor is party to the Second Lien Canadian Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified, the “**PSA**”), in favour of the Notes Collateral Agent;

AND WHEREAS, and the Notes Collateral Agent may wish to record this Agreement with the Canadian Intellectual Property Office (“**CIPO**”) and with the United States Trademark and Patent Office (“**USPTO**”).

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, each Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the PSA.

SECTION 2. Grant of Security Interest in Intellectual Property. As continuing security for the payment and performance of each of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a First Priority continuing security interest and a specific and fixed security interest (the “**IP Security Interest**”) in all of such Grantor’s right, title and interest in, to and under all of the following Intellectual Property Rights of such Grantor:

- (a) The Trade-marks listed on Schedule A attached hereto;
- (b) The Patents listed on Schedule B attached hereto; and
- (c) The Copyrights listed on Schedule C attached hereto;

(collectively, the “**IP Collateral**”).

SECTION 3. Security Agreement. The IP Security Interest is granted in conjunction with the security interests granted pursuant to the PSA, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the IP Security Interest in the IP Collateral are more fully set forth in the PSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event

that any provision of this Agreement is deemed to conflict with the PSA, the provisions of the PSA shall control unless the Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon full and final payment and performance of the Secured Obligations, the Notes Collateral Agent shall, upon request in writing by the Grantors and at the expense of the Grantors, cancel and discharge the IP Security Interest and execute and deliver to the Grantors such documents as shall be requisite to discharge the IP Security Interest. Upon any disposition of property that constitutes IP Collateral permitted by the Second Lien Indenture to a Person that is not the Parent or a Notes Guarantor (as defined in the Second Lien Indenture), or if any property becomes an Excluded Asset, the IP Security Interest shall be deemed to be automatically released in respect of such property and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person.

SECTION 5. Addition of New Grantors. Additional Persons shall, in accordance with the PSA, from time to time after the date of this Agreement become Grantors under this Agreement by executing and delivering to the Notes Collateral Agent a Joinder.

SECTION 6. Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of any Grantor may be found.

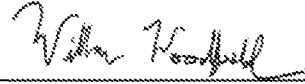
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IN WITNESS OF WHICH, each Grantor and Notes Collateral Agent have duly executed this Agreement:

GRANTORS:

BAUSCH HEALTH COMPANIES INC., as
Grantor

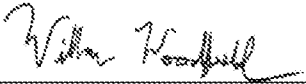
By:



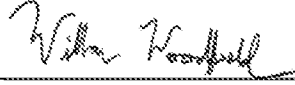
Name: William N. Woodfield

Title: Senior Vice President, Treasurer

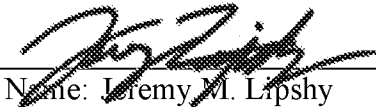
VALEANT CANADA LP, as Grantor, by its
sole general partner, **VALEANT CANADA GP
LIMITED**

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

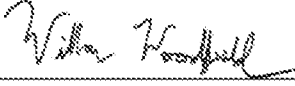
VALEANT CANADA GP LIMITED, as
Grantor

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

V-BAC HOLDING CORP., as Grantor

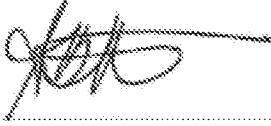
By: 
Name: Jeremy M. Lipshy
Title: Vice President

BAUSCH HEALTH, CANADA INC., as
Grantor

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

NOTES COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON, in
its capacity as Notes Collateral Agent for the
Secured Parties



A handwritten signature in black ink, appearing to be 'S. B. Poindexter', written over a dotted horizontal line.

By: _____

Name: Stacey B. Poindexter

Title: Vice President

By: _____

Name:

Title:

**SCHEDULE A
TRADE-MARKS**

See attached.

Registered Owner	Legal Owner	Mark Name	Country	Status	Application Number	Filed Date	Registration Num	Registration Date	International Class	Description
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	ERTAZO	United States of	Registered	76062655	03 Jun 2000	2811512	27 Aug 2002	5	5 - nasal spray
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	MORNING FRESH	United States of	Registered	78125990	19 Mar 2001	289333	12 Oct 2004	5	5 -
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	NEUTRASAL	United States of	Registered	76226137	09 Oct 2009	2947144	10 May 2005	3	3 - body powder
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	ORIGINAL FRESH	United States of	Registered	77845239	19 Mar 2001	3887891	07 Dec 2010	5	5 -
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	TARGRETIN	United States of	Registered	74700262	12 Jul 1995	2315193	04 Dec 2001	3	3 - body powder
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	TARGRETIN AND DESIGN	United States of	Registered	75841618	04 Nov 1999	2149626	07 Apr 1998	5	5 -
Valant Pharmaceuticals International	BAUSCH HEALTH AMERICAS, INC.	V and Design	United States of	Registered	75840727	04 Nov 1999	2464596	26 Jun 2001	5	5 -
Valant Pharmaceuticals International	BAUSCH HEALTH AMERICAS, INC.	V and Design	United States of	Registered	78454524	21 Jul 2004	3143144	12 Sep 2006	5	5 - House mark
Valant Pharmaceuticals International	BAUSCH HEALTH AMERICAS, INC.	V and Design	United States of	Registered	78454558	21 Jul 2004	3228488	10 Apr 2007	5	5 - House mark

**SCHEDULE B
PATENTS**

See attached.

Patent Reference	Registered Owner	Legal Name	Country	Status	Filed Date	Priority Date	Application Number	Publication Date	Publication Number	Grant Date	Patent No.	Title	Expiry Date
KIX-P06437US01	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	BAUSCH-HEALTH COMPANIES, INC.	United States of America	Granted	09 Feb 2007	09 Feb 2007	12528990	17 Jun 2010	2010 0152296 A1	18 Dec 2012	8334328	PHOTO-POLYMERIZATION	07 Oct 2027
KIX-P06438US02	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	BAUSCH-HEALTH COMPANIES, INC.	United States of America	Granted	09 Nov 2006	09 Nov 2005	115098206	07 Jun 2007	2007 0128 32 A1	13 Dec 2011	8075875	TELETYPE WHITENING	09 Nov 2026
KIX-P06440US03	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	BAUSCH-HEALTH COMPANIES, INC.	United States of America	Granted	26 Jun 2016	14 Sep 2012	15009943	19 May 2016	2016 0136075 A1	23 May 2017	9655629	COMPOSITIONS AND FORMULATIONS OF	04 Sep 2033
DTX-P06817US02	Valeant Pharmaceuticals International	BAUSCH-HEALTH US, LLC	United States of America	Published	30 Sep 2008	30 Sep 2007	12242691	04 Jun 2009	2009 0143333 A1	22 Oct 2013	8669618	SILICONE GEL-BASED	28 Aug 2030
FTC-P06802US02	Valeant Pharmaceuticals International	BAUSCH-HEALTH US, LLC	United States of America	Granted	04 Jun 2007	05 Jun 2006	14031303	23 Jun 2008	2008 0146861 A1	14 Jun 2014	7860438	SUBSTITUTED ARYLAMINO	30 Sep 2028
FTC-P06803US02	Valeant Pharmaceuticals International	BAUSCH-HEALTH US, LLC	United States of America	Granted	10 Oct 2006	10 Oct 2006	11870114	27 Aug 2008	2008 0188154 A1	14 Jun 2012	8222299	STERILIZED ARYLAMINO	24 Jun 2031
FTC-P06809US02	Valeant Pharmaceuticals International	BAUSCH-HEALTH US, LLC	United States of America	Granted	12 Jun 2008	13 Jun 2007	11878998	07 Aug 2008	2008 0188154 A1	13 Mar 2012	8722299	N-ARYLAMINO	24 Jun 2031
FTC-P06809US02	Valeant Pharmaceuticals International	BAUSCH-HEALTH US, LLC	United States of America	Granted	28 Jul 2008	07 Aug 2007	12133251	25 Dec 2008	2008 0318979 A1	05 Feb 2013	8667894	DEFINITIONS OF 4-N-	02 Aug 2031
FTC-P06809US02	Valeant Pharmaceuticals International	BAUSCH-HEALTH US, LLC	United States of America	Granted	28 Jul 2008	07 Aug 2007	12181126	02 Jul 2009	2009 0178995 A1	22 Oct 2013	8663666	INHIBITORS OF 4-N-	31 May 2031

SCHEDULE C
COPYRIGHTS

Nil.