

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAUSCH HEALTH IRELAND LIMITED		06/07/2023	Private Company Limited By Shares: IRELAND
SOLTA MEDICAL IRELAND LIMITED		06/07/2023	Private Company Limited By Shares: IRELAND
MEDICIS PHARMACEUTICAL CORPORATION		06/07/2023	Corporation: DELAWARE
ORAPHARMA, INC.		06/07/2023	Corporation: DELAWARE
SALIX PHARMACEUTICALS, INC.		06/07/2023	Corporation: CALIFORNIA
SOLTA MEDICAL, INC.		06/07/2023	Corporation: DELAWARE
PRECISION DERMATOLOGY, INC.		06/07/2023	Corporation: DELAWARE
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:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	7001532	HELP RESTORE YOUR GUT MOVEMENT WITH RELI	
Registration Number:	6816030	ANUSOL-HC	
Registration Number:	7007733	+ O ORAFIT	
Registration Number:	7044226	MY PERIOHEALTH	
Registration Number:	7007512	ORAFIT	
Registration Number:	2610338	CLINDAGEL	
Registration Number:	4200788	PEDINOL	
Registration Number:	4003813	BENZEFOAM ULTRA	
Registration Number:	3994954	HYLATOPICPLUS EMOLLIENT FOAM	
Registration Number:	3999238	HYLATOPIC PLUS	

OP \$540.00 7001532

Property Type	Number	Word Mark
Registration Number:	3456653	PHENOL EZ SWABS
Registration Number:	3456650	UREACIN
Registration Number:	3542407	LACTINOL
Registration Number:	1740825	STYPTOCAINE
Registration Number:	1728854	HYDRISALIC
Registration Number:	1574343	FUNGOID
Registration Number:	1488084	PEDI-BORO
Registration Number:	1312980	UREACIN-10
Registration Number:	1216308	HYDRISINOL CREME
Registration Number:	1147928	PEDINOL
Registration Number:	1099246	CORTAID

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2026759 TM
NAME OF SUBMITTER:	Dahlia Gottlieb
SIGNATURE:	/Dahlia Gottlieb/
DATE SIGNED:	06/09/2023

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 7, 2023, (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.

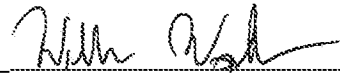
SECTION 5. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. 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


MEDICIS PHARMACEUTICAL CORPORATION

By: 
Name: William N. Woodfield
Title: Director


ORAPHARMA, INC.

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

SALIX PHARMACEUTICALS, INC.

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

SOLTA MEDICAL, INC.

By: 
Name: William N. Woodfield
Title: Director

PRECISION DERMATOLOGY, INC.

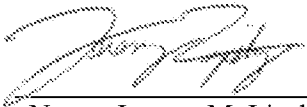
By:



Name: William N. Woodfield

Title: Vice President, Treasurer

SOLTA MEDICAL IRELAND LIMITED

By: 

Name: Jeremy M. Lipshy
Title: Director

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Ronnie Glenn
Title: Director

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

Current Owner on TMO Records	Mark Name	Current Application Number	Current Registration Number
Salix Pharmaceuticals, Inc.	HELP RESTORE YOUR GUT MOVEMENT WITH RELISTOR (and design)	907772265	7001532
Salix Pharmaceuticals, Inc.	ANUSOL-HC	90485060	6816030
OraPharma, Inc.	+ O ORAFIT (and design)	97030342	7007733
OraPharma, Inc.	MY PERIOHEALTH (and design)	90889481	7044226
OraPharma, Inc.	ORAFIT	90841038	7007512
Precision Dermatology, Inc.	CLINDAGEL	76003346	2610338
Bausch Health Ireland Limited	PEDINOL	85308797	4200788
Bausch Health Ireland Limited	BENZEFOAM ULTRA	85093726	4003813
Bausch Health Ireland Limited	HYLATOPICPLUS EMOLLIENT FOAM	85034933	3994954
Bausch Health Ireland Limited	HYLATOPIC PLUS	85008003	3999238
Bausch Health Ireland Limited	PHENOL EZ SWABS	77178726	3456653
Bausch Health Ireland Limited	UREACIN	77178705	3456650

Bausch Health Ireland Limited	LACTINOL	77060983	3542407
Bausch Health Ireland Limited	STYPTOCAINE	74254203	1740825
Bausch Health Ireland Limited	HYDRISALIC	74242866	1728854
Bausch Health Ireland Limited	FUNGOID	73804488	1574343
Bausch Health Ireland Limited	PEDI-BORO	73678612	1488084
Bausch Health Ireland Limited	UREACIN-10	73438875	1312980
Bausch Health Ireland Limited	HYDRISINOL CREME	73290748	1216308
Bausch Health Ireland Limited	PEDINOL	73222372	1147928
Bausch Health Ireland Limited	CORTAID	73156114	1099246

Schedule II – Patent Collateral

Appl. No.	Patent No.	Title	Current PTO Owner
17/909028		ULTRASONIC PROBES FOR PRODUCING MULTIPLE CAVITATION VOLUMES	Solta Medical Ireland Limited
17/908935		ELECTRODE ASSEMBLIES WITH NON-CONTACT TEMPERATURE SENSING FOR THERMAL MEASUREMENTS	Solta Medical Ireland Limited
63/451778		TREATMENT TIPS WITH A POROUS BACKING BLOCK	Solta Medical Ireland Limited
17062973		Anti-infective methods, compositions, and devices	Bausch Health Ireland Limited
17092473		Compositions and methods for treating diseases of the nail	Bausch Health Ireland Limited
14896019	10011637	Ultra-Pure Agonists of Guanylate Cyclase C, Method of Making and Using Same	Bausch Health Ireland Limited
14228843	9238677	Agonists of Guanylate Cyclase Useful for the Treatment of Gastrointestinal Disorders, Inflammation, Cancer and Other Disorders	Bausch Health Ireland Limited
14742456	9814752	Agonists of Guanylate Cyclase Useful for the Treatment of Hypercholesterolemia, Atherosclerosis, Coronary Heart Disease, Gallstone, Obesity and Other Cardiovascular Diseases	Bausch Health Ireland Limited
15471462	10711038	Agonists of guanylate cyclase useful for the treatment of gastrointestinal disorders, inflammation, cancer and other disorders	Bausch Health Ireland Limited
16000251	10745441	Ultra-pure agonists of guanylate cyclase c, method of making and using same	Bausch Health Ireland Limited

Appl. No.	Patent No.	Title	Current PTO Owner
16921450	11142549	ULTRA-PURE AGONISTS OF GUANYLATE CYCLASE C, METHOD OF MAKING AND USING SAME	Bausch Health Ireland Limited
16376583	11324710	Topical pharmaceutical compositions for treating skin conditions	Bausch Health Ireland Limited
17913843		METHODS OF TREATING COVID-19 WITH RIFAXIMIN	Bausch Health Ireland Limited
10121236	7056318	Temperature Controlled Heating Device and Method to Heat a Selected Area of a Biological Body	Solta Medical, Inc.
10868134	7413572	Adaptive Control of Optical Pulses for Laser Medicine	Solta Medical, Inc.
10914860	7196831	Two-Dimensional Optical Scan System Using a Counter-Rotating Disk Scanner	Solta Medical, Inc.
29789564	D959428	Access device	Solta Medical Ireland Limited
12620200	7924488	Optical pattern generator using a single rotating component	Solta Medical, Inc.
11027491	7311679	Disposable transducer seal	Solta Medical, Inc.
11123599	8571648	Apparatus and method to apply substances to tissue	Solta Medical, Inc.
29363081	D629525	Hand piece for ultrasound therapy head	Solta Medical, Inc.

Appl. No.	Patent No.	Title	Current PTO Owner
29763116	D970741	Vented tip	Solta Medical Ireland Limited
13249113	8864747	Power assisted lipoplasty	Solta Medical, Inc.
12717818	9623267	Ultrasonic treatment of adipose tissue at multiple depths	Solta Medical, Inc.
12051081	8142200	Slip ring spacer and method for its use	Solta Medical, Inc.
11548248	8690863	Laser-induced transepidermal elimination of content by fractional photothermolysis	Solta Medical, Inc.
11567614	7656592	Optical system having aberrations for transforming a gaussian laser-beam intensity profile to a quasi-flat-topped intensity profile in a focal region of the optical system	Solta Medical, Inc.
11414080	7857773	Apparatus and methods for the destruction of adipose tissue	Solta Medical, Inc.
16/268230	11318130	2X2X2 WEEK DOSING REGIMEN FOR TREATING ACTINIC KERATOSIS WITH PHARMACEUTICAL COMPOSITIONS FORMULATED WITH 3.75% IMIQUIMOD	Medicis Pharmaceutical Corporation
10455486	7361172	ULTRASONIC DEVICE AND METHOD FOR TISSUE COAGULATION	Solta Medical, Inc.

Schedule III - Copyright Collateral

Claimant	Title	Registration No.	Registration Date
Medicis Pharmaceutical Corporation	Full Correction Visualization - Perlanc Description.	VA0001797333	2011-09-30
Medicis Pharmaceutical Corporation	Full Correction Visualization - Resylanc Description.	VA0001797330	2011-09-30
Medicis Pharmaceutical Corporation	Resylanc happy birthday video	PA0001355229	2007-08-03
Medicis Pharmaceutical Corporation	P236B Photograph	VA0001796832	2011-11-16