

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Specified Trademarks at Reel/Frame 6109/0623		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		07/14/2023	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Bausch Health Companies Inc. (f/k/a Valeant Pharmaceuticals International, Inc.)		
Street Address:	2150 ST. ELZÉAR BLVD. WEST, LAVAL		
City:	QUEBEC		
State/Country:	CANADA		
Postal Code:	H7L 4A8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2893833	ERTACZO	
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:	8004945225		
Email:	ipteam@coagencyglobal.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		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		
DATE SIGNED:	07/17/2023		
Total Attachments: 9			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) is entered into as of July 14, 2023 by The Bank of New York Mellon, a New York banking corporation, as collateral agent for the Noteholder Secured Parties (the “Collateral Agent”), in favor of Bausch Health Companies Inc. (f/k/a Valeant Pharmaceuticals International, Inc.), a corporation continued under the laws of the Province of British Columbia (the “Assignee”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreements or Trademark Security Agreements (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain Trademark Security Agreement, dated as of July 17, 2017 between the Collateral Agent and the Grantor and other grantors party thereto (the “July 2017 Trademark Security Agreement”); (ii) that certain Canadian Intellectual Property Security Agreement, dated as of October 17, 2017 between the Collateral Agent and the Grantor and other grantors party thereto (the “October 2017 Canadian Intellectual Property Security Agreement”); (iii) that certain Trademark Security Agreement, dated as of February 13, 2018 between the Collateral Agent and the Grantor and other grantors party thereto (the “February 2018 Trademark Security Agreement”); (iv) that certain Canadian Intellectual Property Security Agreement, dated March 8, 2019 between the Collateral Agent and the Grantor and other grantors party thereto (the “March 2019 Canadian Intellectual Property Security Agreement”); (v) that certain Intellectual Property Security Agreement, dated as of July 1, 2019 between the Collateral Agent and the Grantor and other grantors party thereto (the “July 2019 Intellectual Property Security Agreement”); (vi) that certain Canadian Intellectual Property Security Agreement, dated June 8, 2021 between the Collateral Agent and the Grantor and the other grantors party thereto (the “June 2021 Canadian Intellectual Property Security Agreement”); (vii) that certain Trademark Security Agreement, dated as of October 4, 2021 between the Collateral Agent and the Grantor and other grantors party thereto (the “October 2021 Trademark Security Agreement”); (viii) that certain Trademark Security Agreement, dated as of June 10, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “June 2022 Trademark Security Agreement”); (ix) that certain Second Lien Trademark Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “September 2022 Second Lien Trademark Security Agreement”); (x) that certain First Lien Trademark Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “September 2022 First Lien Trademark Security Agreement”); (xi) that certain First Lien Canadian Intellectual Property Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “September 2022 First Lien Canadian Intellectual Property Security Agreement”); (xii) that certain Second Lien Canadian Intellectual Property Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “September 2022 Second Lien Canadian Intellectual Property Security Agreement”); (xiii) that certain First Lien Trademark Security Agreement, dated as of October 31, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “October 2022 First Lien Trademark Security Agreement”); and (xiv) that certain Second Lien Trademark Security Agreement, dated as of October 31, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “October 2022 Second Lien Trademark Security Agreement,” together

with the July 2017 Trademark Security Agreement, October 2017 Canadian Intellectual Property Security Agreement, February 2018 Trademark Security Agreement, March 2019 Canadian Intellectual Property Security Agreement, July 2019 Intellectual Property Security Agreement, June 2021 Canadian Intellectual Property Security Agreement, October 2021 Trademark Security Agreement, June 2022 Trademark Security Agreement, September 2022 Second Lien Trademark Security Agreement, September 2022 First Lien Trademark Security Agreement, September 2022 First Lien Canadian Intellectual Property Security Agreement, September 2022 Canadian Second Lien Intellectual Property Security Agreement and October 2022 First Lien Trademark Security Agreement, the “Trademark Security Agreements”), pursuant to which the Grantor, granted the Collateral Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under the patent collateral of the Grantor identified on Schedule I attached hereto (the “IP Security Interest”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Grantor or in which the Grantor then had or thereafter acquired any right, title or interest and wherever the same may be located (collectively, the “Trademark Collateral”):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached to the Trademark Security Agreement, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the July 2017 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 19, 2017 at Reel 6109, Frame 0623;

WHEREAS, the February 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2018 at Reel 6280, Frame 0211;

WHEREAS, the July 2019 Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 3, 2019 at Reel 6685, Frame 0945;

WHEREAS, the October 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 5, 2021 at Reel 7443, Frame 0356;

WHEREAS, the June 2022 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 13, 2022 at Reel 7749, Frame 0804;

WHEREAS, the September 2022 Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2022 at Reel 7889, Frame 0352;

WHEREAS, the September 2022 First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 5, 2022 at Reel 7872, Frame 0010;

WHEREAS, the September 2022 First Lien Canadian Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on February 17, 2023 at Reel 7975, Frame 0624;

WHEREAS, the September 2022 First Lien Canadian Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 15, 2023 at Reel 8003, Frame 0674;

WHEREAS, the October 2022 First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 4, 2022 at Reel 7938, Frame 0834;

WHEREAS, the October 2022 Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 4, 2022 at Reel 7911, Frame 0182;

WHEREAS, the Grantor granted to the Collateral Agent a Security Interest in the specified trademarks pursuant to (i) that certain U.S. Pledge and Security Agreement, dated as of March 21, 2017 between the Collateral Agent and the Grantor and other grantors party thereto (the "March 2017 U.S. Pledge and Security Agreement"); (ii) that certain U.S. Pledge and Security Agreement, dated as of October 17, 2017 between the Collateral Agent and the Grantor and other grantors party thereto (the "October 2017 U.S. Pledge and Security Agreement"); (iii) that certain Canadian Pledge and Security Agreement, dated as of October 17, 2017 between the Collateral Agent and other grantors party thereto (the "October 2017 Canadian Pledge and Security Agreement"); (iv) that certain U.S. Pledge and Security Agreement, dated as of March 8, 2019 between the Collateral Agent and the Grantor and other grantors party thereto (the "March 2019 U.S. Pledge and Security Agreement"); (v) that certain Canadian Pledge and Security Agreement, dated as of March 8, 2019 between the Collateral Agent and the Grantor and the other grantors party thereto; (vi) that certain Canadian Pledge and Security Agreement, dated as of June 8, 2021 between the Collateral Agent and the Grantor and the other grantors party thereto (the "June 2021 Canadian Pledge and Security Agreement"); (vii) that certain U.S. Pledge and Security Agreement, dated as of October 4, 2021 between the Collateral Agent and the Grantor and other grantors party thereto (the "October 2021 U.S. Pledge and Security Agreement"); (viii) that certain U.S. Pledge and Security Agreement, dated as of June 8, 2021 between the Collateral Agent and the Grantor and other grantors party thereto (the "June 2021 U.S. Pledge and Security Agreement"); (ix) that certain U.S. Pledge and Security Agreement,

dated as of February 10, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “February 2022 U.S. Pledge and Security Agreement”; (x) that certain U.S. Pledge and Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “September 2022 U.S. Pledge and Security Agreement”; (xi) that certain U.S. Second Lien Pledge and Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “September 2022 Second Lien U.S. Pledge and Security Agreement”; (xii) that certain First Lien Canadian Pledge and Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto (the “First Lien Canadian Pledge and Security Agreement”; (xiii) that certain Second Lien Canadian Pledge and Security Agreement, dated as of September 30, 2022 between the Collateral Agent and the Grantor and other grantors party thereto ((the “Second Lien Canadian Pledge and Security Agreement” together with the March 2017 U.S. Pledge and Security Agreement, October 2017 U.S. Pledge and Security Agreement, March 2019 U.S. Pledge and Security Agreement, October 2021 U.S. Pledge and Security Agreement, June 2021 U.S. Pledge and Security Agreement, February 2022 U.S. Pledge and Security Agreement, September 2022 U.S. Pledge and Security Agreement, September 2022 Second Lien U.S. Pledge and Security Agreement and First Lien Canadian Pledge and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to that certain Officer’s Certificate dated as of July 14, 2023 (the “Certificate”), the Grantor has certified to the Collateral Agent that the Grantor assigned the Specified Trademarks to the Assignee pursuant to that certain Asset Purchase Agreement, dated on or around July 17, 2023 by and between the Grantor and Assignee and has certified to the Collateral Agent that the release of the IP Security Interest is authorized and permitted by, and all conditions precedent relating to the release of the IP Security Interest have been complied with in respect of, the indentures and collateral documents including without limitation the IP Security Agreements; and

WHEREAS, the Collateral Agent, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and an Opinion of Counsel dated the same date relating to the release of the IP Security Interest and without independent investigation, has agreed to terminate and release its security interest solely in the Specified Trademarks (as defined in Schedule I hereto) and Specified Trademark Collateral (as defined below) related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent, on behalf of itself, its successors, legal representatives and assigns and any noteholders for which the Collateral Agent acted as security or Collateral Agent hereby unconditionally terminates, releases, discharges and reassigns to the Assignee fully, without representation, warranty or recourse, its security interest in and continuing lien on all of the Assignee’s right, title and interest in, to and under (i) the Specified Trademarks, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (but excluding, for the avoidance of doubt, Proceeds from the sale by the Assignee of the Specified Trademarks as referenced in the

Certificate), and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Specified Trademark Collateral”).

The Collateral Agent hereby acknowledges that the Assignee or the Assignee’s authorized representative may record this Release with the United States Patent and Trademark Office (“USPTO”), the Canadian Intellectual Property Office and any other offices as may be necessary to carry out the intention of this Release.

The Collateral Agent shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, and at the Assignee’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.


For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Trademark Collateral. The Collateral Agent continues to maintain, without interruption or impairment, its security interest in all of the Assignee’s right, title and interest in, to and under all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Trademark Security Agreement and the Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK
WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By:  Digitally signed by Lisa
Sollitto
Date: 2023.07.13
15:05:38 -04'00'

Name:
Title:

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademarks

United States Patent and Trademark Office

Reel/Frame 6109/0623 – 07/17/2017 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies, Inc.)

Reel/Frame 6280/0211 – 2/13/2018 security interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 6685/0945 – 7/1/2019 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 7443/0356 – 10/4/2021 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS

					INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)
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Reel/Frame 7749/0804 – 6/10/2022 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 7889/0352 – 9/30/2022 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 7872/0010 – 9/30/2022 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 7975/0624 – 9/30/2022 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 8003/0674 – 9/30/2022 – Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 7938/0834 – 10/31/2022– Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Reel/Frame 7911/0182 – 10/31/2022– Security Interest by Bank of New York Mellon

Trademark	Serial No.	Filing Date	Reg. #	Reg. Date	Owner
ERTACZO	78125990	05/03/2002	2893833	10/12/2004	VALEANT PHARMACEUTICALS INTERNATIONAL, INC. (now known as Bausch Health Companies Inc.)

Canadian Intellectual Property Office

Trademark	Application No.	Registration No.	Date of Change	Date Recorded	File No.
ERTACZO	1355211	TMA786343	2017/04/10	2017/04/18	1533681
ERTACZO	1355211	TMA786343	2018/02/15	2018/02/16	1533681
ERTACZO	1355211	TMA786343	2023/02/23	2023/02/23	1275427
ERTACZO	1355211	TMA786343	2023/02/23	2023/02/24	1097558