

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch & Lomb Incorporated		08/24/2023	Corporation: NEW YORK
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: 7			
Property Type	Number	Word Mark	
Serial Number:	98006850	BIO TRUE	
Serial Number:	98006863	BIO TRUE	
Serial Number:	98006857	BIO TRUE	
Serial Number:	98006866		
Serial Number:	98006869		
Serial Number:	98006855	BIO TRUE	
Serial Number:	97920512		
CORRESPONDENCE DATA			
Fax Number:	6508023100		
<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:	6508023000		
Email:	juan.arias@weil.com		
Correspondent Name:	Ajinkya Joshi		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065-1134		
ATTORNEY DOCKET NUMBER:	Ajinkya Joshi-64058.0322		
NAME OF SUBMITTER:	Ajinkya Joshi		

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SIGNATURE:	/Ajinkya Joshi/
DATE SIGNED:	08/24/2023
Total Attachments: 7 source=Q2 2023 IPSA (Citi) - Execution Version#page1.tif source=Q2 2023 IPSA (Citi) - Execution Version#page2.tif source=Q2 2023 IPSA (Citi) - Execution Version#page3.tif source=Q2 2023 IPSA (Citi) - Execution Version#page4.tif source=Q2 2023 IPSA (Citi) - Execution Version#page5.tif source=Q2 2023 IPSA (Citi) - Execution Version#page6.tif source=Q2 2023 IPSA (Citi) - Execution Version#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 24, 2023, (this “**Agreement**”), among Bausch & Lomb Incorporated, a New York corporation (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 Pledge and Security Agreement, dated as of May 10, 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**”), among the Loan Parties party thereto 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, a corporation incorporated under the Canada Business Corporations Act (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 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, 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 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 the 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. 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.

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.

[Remainder of page intentionally left blank]

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

BAUSCH & LOMB INCORPORATED

By:



Name: Manoj K. Panda

Title: Vice President, Treasurer

CITIBANK, N.A.,
as Collateral Agent

By: Kevin A. Liel
Name: KEVIN CIOK
Title: VICE PRESIDENT

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
BIOTRUE (dark green and light green)	98006850	5/22/2023	N/A	N/A	Bausch & Lomb Incorporated
BIOTRUE (design)	98006863	5/22/2023	N/A	N/A	Bausch & Lomb Incorporated
BIOTRUE (green and blue)	98006857	5/22/2023	N/A	N/A	Bausch & Lomb Incorporated
BIOTRUE (green and light green)	98006866	5/22/2023	N/A	N/A	Bausch & Lomb Incorporated
BIOTRUE (green, dark green, and light green)	98006869	5/22/2023	N/A	N/A	Bausch & Lomb Incorporated
BIOTRUE (with drop design)	98006855	5/22/2023	N/A	N/A	Bausch & Lomb Incorporated
LUMIFY (eye design)	97920512	5/04/2023	N/A	N/A	Bausch & Lomb Incorporated

Schedule II – Patent Collateral

Title	Appl. Date	Appl. Date	Current PTO Owner
GLYCOPHOSPHOLIPID POLYMERIC NETWORK AND USE THEREOF	18/139434	4/26/2023	BAUSCH & LOMB INCORPORATED

None.

Schedule III - Copyright Collateral