

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch + Lomb Ireland Limited		11/29/2023	Corporation: IRELAND
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: 18			
Property Type	Number	Word Mark	
Registration Number:	1500126	MAGONATE	
Registration Number:	6964938	PROBALANCE	
Registration Number:	6873246	PROBALANCE TECHNOLOGY	
Registration Number:	7134089	PROJECT WATSON	
Registration Number:	7056559	DOG CARE FOR DOG PEOPLE	
Registration Number:	7134090	PROJECT WATSON	
Registration Number:	7050309	REVIVE	
Registration Number:	2646824		
Registration Number:	6859713	SNAPSET	
Registration Number:	1103298	TIMOPTIC	
Registration Number:	3477989	BLINK	
Registration Number:	5105430	BLINK	
Registration Number:	4608234	BLINK CONTACTS	
Registration Number:	3486362	BLINK GELTEARS	
Registration Number:	4141202	BLINK GELTEARS	
Registration Number:	5078365	BLINK REVITALENS	
Registration Number:	6847179	BLINK TRIPLE CARE	
Registration Number:	1613501	BLINK-N-CLEAN	
		TRADEMARK	

CH \$465.00 1500126

CORRESPONDENCE DATA**Fax Number:** 2123108007*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:** 2123108000**Email:** juan.arias@weil.com**Correspondent Name:** Avi Tennenberg**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153**ATTORNEY DOCKET NUMBER:** A. Tennenberg-64058.0322**NAME OF SUBMITTER:** Avi Tennenberg**SIGNATURE:** /Avi Tennenberg/**DATE SIGNED:** 11/29/2023**Total Attachments: 9**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 29, 2023 (this “**Agreement**”), between Bausch + Lomb Ireland Limited, a company incorporated in Ireland having company registration number 677764 and having its registered office at 3013 Lake Drive, Citywest Business Campus, Dublin 24 (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 Debenture, dated as of September 7, 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**”), between the Grantor 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 (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 10.1 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 or, if not defined therein, in the Credit 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 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 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 (collectively, the “**IP Collateral**”):

- A. all Intellectual Property, including those registrations and applications therefor in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by any Intellectual Property, including any registration, registration applications and pending applications therefor;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of any Intellectual Property or any registrations, registration applications and pending applications therefor; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Intellectual Property 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.

[Signature Pages Follow]

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

BAUSCH + LOMB IRELAND LIMITED




By: _____

Name: Manoj K. Panda

Title: Director

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Kevin Ciok
Title: Vice President

[Signature Page to Intellectual Property Security Agreement - Citi]

Schedule I – Patent Collateral

Title	Appl. No.	Patent No.	Current PTO Owner
OPHTHALMIC SUSPENSION COMPOSITIONS	16/826366	11534395	Bausch + Lomb Ireland Limited
OPHTHALMIC COMPOSITION COMPRISING AN ANTI-ALLERGEN AND A REDNESS REDUCTION AGENT	18/365019	N/A	Bausch + Lomb Ireland Limited
EYE FORMULATIONS	18/357577	N/A	Bausch + Lomb Ireland Limited
ACCOMMODATING 360 DEGREE SHARP EDGE OPTIC PLATE HAPTIC LENS	10/888163	7553327	Bausch + Lomb Ireland Limited
ACCOMMODATING 360 DEGREE SHARP EDGE OPTIC PLATE HAPTIC LENS	12/494190	8109998	Bausch + Lomb Ireland Limited
"W" ACCOMMODATING INTRAOCULAR LENS	11/940169	7763070	Bausch + Lomb Ireland Limited
ELEVATION DEPENDENT PNEUMATIC VITRECTOMY SYSTEM	63/413714	N/A	Bausch + Lomb Ireland Limited
OCCLUSION DETECTION IN VACUUM-BASED OPHTHALMIC SURGICAL SYSTEMS	63/415098	N/A	Bausch + Lomb Ireland Limited
INFUSION SLEEVE FOR PHACOEMULSIFICATION	63/414124	N/A	Bausch + Lomb Ireland Limited
SURGICAL IRRIGATION SLEEVE FORMED OF POLYETHER BLOCK AMIDE RESIN	63/413042	N/A	Bausch + Lomb Ireland Limited
INTRAOCULAR LENS INJECTOR APPARATUS	18/053070	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC DEVICES HAVING A HIGH REFRACTIVE INDEX	63/535368	N/A	Bausch + Lomb Ireland Limited
PACKAGING SOLUTIONS	17/398556	N/A	Bausch + Lomb Ireland Limited

GRAFTED POLYMER AND USE THEREOF	18/242706	N/A	Bausch + Lomb Ireland Limited
PACKAGING SOLUTIONS	17/714393	N/A	Bausch + Lomb Ireland Limited
HIGH WATER CONTENT BIOMEDICAL DEVICES	17/828450	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC DEVICES	17/836282	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC DEVICES	17/836299	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC LENS INCLUDING A SPATIALLY-MODULATED OPTICAL POWER PROFILE	18/355907	N/A	Bausch + Lomb Ireland Limited
SILICONE HYDROGELS	63/453851	N/A	Bausch + Lomb Ireland Limited
PACKAGING SOLUTIONS	63/529551	N/A	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR DELIVERY OF PHOTSENSITIVE DRUGS	10/440505	7455858	Bausch + Lomb Ireland Limited
PHOTODYNAMIC THERAPY LASER	13/426470	9211214	Bausch + Lomb Ireland Limited
PHOTODYNAMIC THERAPY LASER	14/872248	9949877	Bausch + Lomb Ireland Limited
PHOTODYNAMIC THERAPY FOR CONDITIONS OF THE EYE	13/140411	9226917	Bausch + Lomb Ireland Limited
CONTACT LENS TREATING SOLUTION	18/374208	N/A	Bausch + Lomb Ireland Limited
CONTACT LENS TREATING SOLUTION	18/374211	N/A	Bausch + Lomb Ireland Limited

Schedule II - Trademark Collateral Schedule I - Trademark Collateral

Mark	Serial No.	Reg. No.	Owner
MAGONATE	73668826	1500126	Bausch + Lomb Ireland Limited
PROBALANCE	88951003	6964938	Bausch + Lomb Ireland Limited
PROBALANCE TECHNOLOGY	88951008	6873246	Bausch + Lomb Ireland Limited
PROJECT WATSON & DESIGN 	90887488	7134089	Bausch + Lomb Ireland Limited
DOG CARE FOR DOG PEOPLE	90887574	7056559	Bausch + Lomb Ireland Limited
PROJECT WATSON & DESIGN (FLIPPED EAR BACK) 	90887516	7134090	Bausch + Lomb Ireland Limited
REVIVE	97063941	7050309	Bausch + Lomb Ireland Limited
SHOWER TO SHOWER VERTICAL CARTOUCHE DESIGN 	76173613	2646824	Bausch + Lomb Ireland Limited
SNAPSET	88112103	6859713	Bausch + Lomb Ireland Limited
TIMOPTIC	73148997	1103298	Bausch + Lomb Ireland Limited
ZENLENS & DESIGN	79292084	6473336	Bausch + Lomb Ireland Limited

			
BLINK	78645591	3477989	Bausch + Lomb Ireland Limited
BLINK	86305140	5105430	Bausch + Lomb Ireland Limited
BLINK CONTACTS	86018421	4608234	Bausch + Lomb Ireland Limited
BLINK GELTEARS	78824375	3486362	Bausch + Lomb Ireland Limited
BLINK GELTEARS	85268272	4141202	Bausch + Lomb Ireland Limited
BLINK REVITALENS	86303103	5078365	Bausch + Lomb Ireland Limited
BLINK TRIPLE CARE	88818805	6847179	Bausch + Lomb Ireland Limited
BLINK-N-CLEAN	73814944	1613501	Bausch + Lomb Ireland Limited

Schedule III - Copyright Collateral

None.