

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch & Lomb Incorporated		11/29/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Notes Collateral Agent		
Street Address:	388 Greenwich St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	7000704	R	
Registration Number:	7000705	R RETISERT READY	
Registration Number:	6672322	TRUSIGHT	
Registration Number:	7133788	BIO TRUE LUBRICANT EYE DROPS HYDRATION B	
Registration Number:	6974682	BAUSCH HEALTH	
Serial Number:	97453461	BAUSCH + LOMB LUMIFY	
Serial Number:	97453460	BAUSCH + LOMB LUMIFY BRIMONIDINE TARTRAT	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2187584		
NAME OF SUBMITTER:	Dahlia Gottlieb		
SIGNATURE:	/Dahlia Gottlieb/		

OP \$190.00 7000704

DATE SIGNED:	11/30/2023
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Total Attachments: 8

- source=Q3 2023 IPSA (Citi - Symphony Facility) - Trademarks - execution version#page2.tif
- source=Q3 2023 IPSA (Citi - Symphony Facility) - Trademarks - execution version#page3.tif
- source=Q3 2023 IPSA (Citi - Symphony Facility) - Trademarks - execution version#page4.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 29, 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 “**Notes Collateral Agent**”) for the Noteholder Secured Parties.

1. Reference is made to (i) that certain U.S. Pledge and Security Agreement, dated as of September 29, 2023 (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 Note Guarantors party thereto and the Notes Collateral Agent and (ii) that certain Indenture, dated as of September 29, 2023 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Indenture**”), by and among Bausch + Lomb Corporation, a corporation incorporated under the Canada Business Corporations Act (the “**Company**”), the Note Guarantors party thereto and Citi, as Trustee, Registrar, Transfer Agent and Paying Agent (in such capacity, the “**Trustee**”) and as Notes Collateral Agent. Consistent with the requirements set forth in Section 4.3(a), (b) and (c) 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 First Priority Notes Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Notes Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Noteholder Secured Parties, a continuing security interest in all of the Grantor’s 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. 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;

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

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

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;

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

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.

SECTION 3. *Security Agreement.* The security interests granted to the Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Copyright 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.

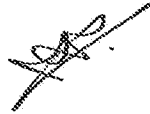
SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[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 INCORPORATED

By:



Name: Manoj K. Panda

Title: Vice President, Treasurer

CITIBANK, N.A.,
as Notes Collateral Agent

By: _____

Name:

Eva Waite

Title:

Senior Trust Officer

Schedule I - Trademark Collateral

Mark	Serial No.	Reg. No.	Owner
R	88047324	7000704	Bausch & Lomb Incorporated
R RETISERT READY	88047327	7000705	Bausch & Lomb Incorporated
TRUSIGHT	87586785	6672322	Bausch & Lomb Incorporated
ZEN & DESIGN	79292029	6473335	Bausch & Lomb Incorporated
BIO TRUE LUBRICANT EYE DROPS HYDRATION BOOST FOR IRRITATED DRY EYES	90530318	7133788	Bausch & Lomb Incorporated
BAUSCH HEALTH	87884008	6974682	Bausch & Lomb Incorporated
BAUSCH + LOMB LUMIFY	97453461	N/A	Bausch & Lomb Incorporated
BAUSCH + LOMB LUMIFY BRIMONIDINE TARTRATE OPHTHALMIC SOLUTION 0.025% REDNESS RELIEVER EYE DROPS WORKS IN 1	97453460	N/A	Bausch & Lomb Incorporated

MINUTE LASTS UP TO 8
HOURS AND DESIGN

Schedule II – Patent Collateral

Title	Appl. No.	Patent No.	Current PTO Owner
DISTANCE DOMINANT INTRAOCULAR LENS	17/824450	N/A	BAUSCH & LOMB INCORPORATED
OPHTHALMIC VISCOELASTIC COMPOSITIONS	18/378317	N/A	BAUSCH & LOMB INCORPORATED

None.

Schedule III - Copyright Collateral