

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI99087

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900836723		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch + Lomb Ireland Limited		02/27/2024	Company: IRELAND
RECEIVING PARTY DATA			
Company Name:	Citibank, N.A., as collateral agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3553907	OCEAN GEL	
Registration Number:	3553932	OCEAN FOR KIDS	
Registration Number:	3553926	OCEAN COMPLETE	
Registration Number:	1652123	OCEAN	
Registration Number:	7225205	MIEBO	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	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		
NAME OF SUBMITTER:	JUAN CARLOS ARIAS		
SIGNATURE:	JUAN CARLOS ARIAS		
DATE SIGNED:	03/16/2024		

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 27, 2024 (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: Kevin Ciok

Name: Kevin Ciok
Title: Vice President

[Signature Page to Intellectual Property Security Agreement - Citi]

TRADEMARK
REEL: 008373 FRAME: 0006

Schedule I – Patent Collateral

Title	Appl. No.	Filing Date	Patent No.	Current PTO Owner
HYDRATION FORMULATION	18/506909	10 Nov 2023	N/A	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR HEALTH COMPRISING CO-ENZYME Q10	18/402046	02 Jan 2024	N/A	Bausch + Lomb Ireland Limited
NOVEL COMPOSITIONS FOR PROMOTING EYE HEALTH OF A COMPANION ANIMAL	63/545288	23 Oct 2023	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC FORMULATIONS COMPRISING MAGNESIUM ASCORBYL PHOSPHATE	63/598025	10 Nov 2023	N/A	Bausch + Lomb Ireland Limited
HYDRATION FORMULATION INCLUDING BRIMONIDINE	63/598026	10 Nov 2023	N/A	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR TREATMENT OF OCULAR DISORDERS	63/600337	17 Nov 2023	N/A	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR TREATING EYETEAR FILM DEFICIENCY AND REDEYE	63/601498	21 Nov 2023	N/A	Bausch + Lomb Ireland Limited
NEEDLE FOR ATTACHMENT TO OPHTHALMIC SURGICAL HANDPIECES	18/376693	04 Oct 2023	N/A	Bausch + Lomb Ireland Limited
ELEVATION DEPENDENT PNEUMATIC VITRECTOMY SYSTEM	18/377426	06 Oct 2023	N/A	Bausch + Lomb Ireland Limited
OCCLUSION DETECTION IN VACUUM-BASED OPHTHALMIC SURGICAL SYSTEMS	18/378016	09 Oct 2023	N/A	Bausch + Lomb Ireland Limited

INFUSION SLEEVE FOR PHACOEMULSIFICATION	18/377451	06 Oct 2023	N/A	Bausch + Lomb Ireland Limited
SURGICAL IRRIGATION SLEEVE FORMED OF POLYETHER BLOCK AMIDE RESIN	18/376698	04 Oct 2023	N/A	Bausch + Lomb Ireland Limited
PACKAGED PRELOADED INTRAOCULAR LENS SYSTEM (IOL) SYSTEM	18/526210	01 Dec 2023	N/A	Bausch + Lomb Ireland Limited
VISIBLE LIGHT ABSORBERS FOR OPHTHALMIC DEVICES	63/546988	02 Nov 2023	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC LENS INCLUDING A PERIPHERAL ZONE HAVING AN ADD-POWER OFFSET AND A SPATIALLY-MODULATED OPTICAL PARAMETER	17/089233	04 Nov 2020	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC LENS INCLUDING A PERIPHERAL ZONE HAVING AN ADD-POWER OFFSET AND A SPATIALLY-MODULATED OPTICAL PARAMETER	18/409320	10 Jan 2024	N/A	Bausch + Lomb Ireland Limited
BIOMEDICAL DEVICES HAVING A SURFACE COATING	18/540063	14 Dec 2023	N/A	Bausch + Lomb Ireland Limited
"SILICONE BIOMEDICAL DEVICE WITH POLYMERIZABLE GLYCOSAMINOGLYCANS"	63/622213	18 Jan 2024	N/A	Bausch + Lomb Ireland Limited
1,3-SUBSTITUTED CYCLOBUTYL DERIVATIVES AND USES THEREOF	18/493441	24 Oct 2023	N/A	Bausch + Lomb Ireland Limited
VENTED MULTI-DOSE OCULAR FLUID DELIVERY SYSTEM	17/127584	18 Dec 2020	N/A	Bausch + Lomb Ireland Limited
MICRO-DROPLET DELIVERY DEVICE AND METHODS	14/992975	11 Jan 2016	10624781	Bausch + Lomb Ireland Limited

PIEZOELECTRIC DISPENSER WITH REPLACEABLE AMPOULE	15/094849	08 Apr 2016	10583038	Bausch + Lomb Ireland Limited
PIEZOELECTRIC FLUID DISPENSER	15/874377	18 Jan 2018	10888454	Bausch + Lomb Ireland Limited
TOPICAL OCULAR DELIVERY METHODS AND DEVICES FOR USE IN THE SAME	16/444894	11 Apr 2019	N/A	Bausch + Lomb Ireland Limited
FLUID DELIVERY ALIGNMENT SYSTEM	16/463137	07 Dec 2018	11278448	Bausch + Lomb Ireland Limited
MULTI-DOSE OCULAR FLUID DELIVERY SYSTEM	16/811879	06 Mar 2020	11679028	Bausch + Lomb Ireland Limited
MICRO-DROPLET DELIVERY DEVICE AND METHODS	16852123	17 Apr 2020	11819453	Bausch + Lomb Ireland Limited
TOPICAL OCULAR DELIVERY DEVICES AND METHODS FOR USING THE SAME	16/972085	02 Jul 2019	N/A	Bausch + Lomb Ireland Limited
PIEZOELECTRIC DISPENSER WITH REPLACEABLE AMPOULE	17/147196	12 Jan 2021	N/A	Bausch + Lomb Ireland Limited
HYDRODYNAMICALLY ACTUATED PRESERVATIVE FREE DISPENSING SYSTEM	17/233105	16 Apr 2021	N/A	Bausch + Lomb Ireland Limited
HYDRODYNAMICALLY ACTUATED PRESERVATIVE FREE DISPENSING SYSTEM HAVING A COLLAPSIBLE FLUID CHAMBER	17/233135	16 Apr 2021	N/A	Bausch + Lomb Ireland Limited
HYDRODYNAMICALLY ACTUATED PRESERVATIVE FREE DISPENSING SYSTEM	17/509383	25 Oct 2021	N/A	Bausch + Lomb Ireland Limited
FLUID DELIVERY ALIGNMENT SYSTEM	17/670215	07 Dec 2018	N/A	Bausch + Lomb Ireland Limited
HYDRODYNAMICALLY ACTUATED	17/692991	11 Mar 2022	N/A	Bausch + Lomb Ireland Limited

PRESERVATIVE FREE DISPENSING SYSTEM				
MULTI-DOSE OCULAR FLUID DELIVERY SYSTEM	18/311673	03 May 2023	N/A	Bausch + Lomb Ireland Limited

Schedule II - Trademark Collateral Schedule I - Trademark Collateral

Mark	Serial No.	Reg. No.	Owner
OCEAN GEL	77474894	3553907	Bausch + Lomb Ireland Limited ¹
OCEAN FOR KIDS	77475413	3553932	Bausch + Lomb Ireland Limited ²
OCEAN COMPLETE	77475263	3553926	Bausch + Lomb Ireland Limited ³
OCEAN	74050996	1652123	Bausch + Lomb Ireland Limited ⁴

¹ Note: Release in progress.

² Note: Release in progress.

³ Note: Release in progress.

⁴ Note: Release in progress.

MIEBO

90360371

7225205

Bausch + Lomb Ireland
Limited

Schedule III - Copyright Collateral

None.