

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI168661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	OMNIBUS TRADEMARK SECURITY RELEASE AGREEMENT (REEL/FRAME 6729/0333)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		04/11/2024	Bank: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bausch + Lomb Corporation		
Street Address:	520 APPLEWOOD CRESCENT		
City:	VAUGHAN		
State/Country:	CANADA		
Postal Code:	L4K 4B4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3304268	COLD-FX	
Registration Number:	2218579	COLD-FX	
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@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2331149 TM BNYM 26		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	04/17/2024		
Total Attachments: 10			
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OMNIBUS TRADEMARK SECURITY RELEASE AGREEMENT

This **OMNIBUS TRADEMARK SECURITY RELEASE AGREEMENT** (the “Release”) is made as of April 11, 2024, by **THE BANK OF NEW YORK MELLON**, as notes collateral agent for the Noteholder Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain U.S. Pledge and Security Agreement dated as of March 21, 2017 (as amended or otherwise modified, the “March 2017 Security Agreement”), (ii) that certain U.S. Pledge and Security Agreement dated as of October 17, 2017 (as amended or otherwise modified, the “October 2017 Security Agreement”), (iii) that certain the U.S. Pledge and Security Agreement dated as of March 8, 2019 (as amended or otherwise modified, the “March 2019 Security Agreement”), (iv) that certain U.S. Pledge and Security Agreement, dated as of June 8, 2021 (as amended or otherwise modified, the “June 2021 Security Agreement”), (v) that certain U.S. Pledge and Security Agreement, dated as of February 10, 2022 (as amended or otherwise modified, the “February 2022 Security Agreement”, and, together with the March 2017 Security Agreement, the October 2017 Security Agreement, the March 2019 Security Agreement, the June 2021 Security Agreement and the February 2022 Security Agreement, the “Security Agreements”), (vi) that certain Trademark Security Agreement, dated July 17, 2017, by and among the grantors parties thereto and the Collateral Agent (the “July 2017 TM Security Agreement”), (vii) that certain Trademark Security Agreement, dated July 17, 2017, by and among the grantors parties thereto and the Collateral Agent (the “Second July 2017 TM Security Agreement”), (viii) that certain Trademark Security Agreement, dated July 17, 2017, by and among the grantors parties thereto and the Collateral Agent (the “Third July 2017 TM Security Agreement”), (ix) that certain Trademark Security Agreement, dated July 17, 2017, by and among the grantors parties thereto and the Collateral Agent (the “Fourth July 2017 TM Security Agreement”), (x) that certain Trademark Security Agreement, dated February 13, 2018, by and among the grantors parties thereto and the Collateral Agent (the “February 2018 TM Security Agreement”); (xi) that certain Trademark Security Agreement, dated March 8, 2019, by and among the grantors parties thereto and the Collateral Agent (the “March 2019 TM Security Agreement”), (xii) that certain Intellectual Property Security Agreement, dated July 1, 2019, by and among the grantors parties thereto and the Collateral Agent (the “July 2019 Intellectual Property Security Agreement”), (xiii) that certain Intellectual Property Security Agreement, dated August 9, 2019, by and among the grantors parties thereto and the Collateral Agent (the “August 2019 Intellectual Property Security Agreement”), (ix) that certain Intellectual Property Security Agreement, dated January 4, 2021, by and among the grantors parties thereto and the Collateral Agent (the “January 2021 Intellectual Property Security Agreement”), (xiv) that certain Trademark Security Agreement, dated June 8, 2021, by and among the grantors parties thereto and the Collateral Agent (the “June 2021 TM Security Agreement”), (xv) that certain Trademark Security Agreement, dated October 4, 2021, by and among the grantors parties thereto and the Collateral Agent (the “October 2021 TM Security Agreement”), (xii) that certain Trademark Security Agreement, dated February 10, 2022, by and among the grantors parties thereto and the Collateral Agent (the “February 2022 TM Security Agreement”), (xiii) that certain Trademark Security Agreement, dated June 10, 2022, by and among the grantors parties thereto and the Collateral Agent (the “June 2022 TM Security Agreement”), (together with the July 2017 TM Security Agreement, the Second July 2017 TM Security Agreement, the Third July 2017 TM Security Agreement, the Fourth July 2017 TM Security Agreement, the February 2018 TM Security Agreement, the March 2019 TM Security Agreement, the July 2019 Intellectual Property Security Agreement, the August 2019 Intellectual Property Security Agreement, the January 2021 Intellectual Property Security Agreement, the June 2021 TM Security Agreement, the October 2021 TM Security Agreement, the February 2022 TM Security Agreement, the “IP Security Agreements”), pursuant to which Bausch & Lomb Incorporated, a New York Corporation (“B&L”), Alden Optical Laboratories, Inc., a New York Corporation (“Alden”) and 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 (“Ireland Limited” and, together with Alden and B&L, the “Grantors”, each a “Grantor”), granted the Collateral Agent a continuing security interest in all of such Grantors’ right, title and interest in, to and under the trademark collateral of the Grantors identified on Schedule A attached hereto (the “IP Security Interest”);

WHEREAS, the July 2017 TM Security Agreement was recorded with the United States Patent and Trademark Office on July 19, 2017 at Reel 6109, Frame 0840;

WHEREAS, the Second July 2017 TM Security Agreement was recorded with the United States Patent and Trademark Office on July 19, 2017 at Reel 6109, Frame 0672;

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

WHEREAS, the Fourth July 2017 TM Security Agreement was recorded with the United States Patent and Trademark Office on July 19, 2017 at Reel 6109, Frame 0661;

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

WHEREAS, the March 2019 TM Security Agreement was recorded with the United States Patent and Trademark Office on March 11, 2019 at Reel 6586, Frame 0877;

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 August 2019 Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 26, 2019 at Reel 6729, Frame 0333;

WHEREAS, the January 2021 Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on January 5, 2021 at Reel 7155, Frame 0445;

WHEREAS, the June 2021 TM Security Agreement was recorded with the United States Patent and Trademark Office on June 8, 2021 at Reel 7320, Frame 0509;

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

WHEREAS, the February 2022 TM Security Agreement was recorded with the United States Patent and Trademark Office on February 10, 2022 at Reel 7630, Frame 0605; and

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

WHEREAS, pursuant to that certain Officers' Certificate dated April 11, 2024, Bausch Health Companies Inc. and Bausch Health Americas, Inc. have 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;

WHEREAS, the Grantors have requested, and the Collateral Agent agrees to provide, a document suitable for recording in the USPTO for purposes of recording the release, relinquishment and discharge of its interest in the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, solely in reliance on the representations, warranties and certifications made pursuant to the aforementioned Officers' Certificate and an opinion of counsel dated the same date relating to the release of the IP Security Interest and without independent investigation, agrees to terminate and grant a release of the IP Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantors, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreements.
2. The Collateral Agent, on behalf of itself and the Secured Parties, without representation, warranty or recourse, hereby (a) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (b) reassigns to each

Grantor any and all right, title and interest of any nature whatsoever which such Grantor may hold in or to the any of the trademark collateral (including, without limitation, the Trademarks identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.

3. The Collateral Agent, on behalf of itself and the Secured Parties, acknowledges that the Grantors may record this Release with the United States Patent and Trademark Office and any other applicable governmental authority in their discretion.

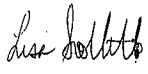
4. At the request of the Grantors, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release that are reasonably requested by the Grantors and at the cost and expense of the Grantors.

5. The Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Release or for or in respect of the recitals contained herein.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

THE BANK OF NEW YORK MELLON, as Collateral Agent

By:  Digitally signed by Lisa Sollitto
Date: 2024.04.09 10:25:59 -0400

Name: Lisa Sollitto
Title: Vice-President

[Signature Page to IP Release (TM)]

TRADEMARK
REEL: 008402 FRAME: 0123

Schedule A

See Attached

Trademark Release Schedules:

Reel/Frame 6109/0840– 7/17/2017 Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
ALDEN OPTICAL	86032554	08 Aug 2013	4510235	08 Apr 2014	ALDEN OPTICAL LABORATORIES, INC.
ASTERA	85921488	02 May 2013	4661774	30 Dec 2014	ALDEN OPTICAL LABORATORIES, INC.

Reel/Frame 6109/0672– 7/17/2017 Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
INSTA-GLUCOSE	75035429	21 Dec 1995	2030043	14 Jan 1997	Bausch + Lomb Ireland Limited

Reel/Frame 6109/0623– 7/17/2017 Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
MAGONATE	73668826	25 Jun 1987	1500126	16 Aug 1988	Bausch + Lomb Ireland Limited
OCEAN	74050996	20 Apr 1990	1652123	30 Jul 1991	Bausch + Lomb Ireland Limited
OCEAN COMPLETE	77475263	15 May 2008	3553926	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN FOR KIDS	77475413	15 May 2008	3553932	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN GEL	77474894	15 May 2008	3553907	30 Dec 2008	Bausch + Lomb Ireland Limited

Reel/Frame 6109/0661– 7/17/2017 Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
NOURISH YOUR EYES	87212352	22 Oct 2016	5336809	14 Nov 2017	Bausch + Lomb Ireland Limited

Reel/Frame 6586/0877 & 7107/0281(corrective assignment to correct the registration numbers previously recorded at Reel: 006586 Frame: 0877) - 3/8/2019 Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
INSTA-GLUCOSE	75035429	21 Dec 1995	2030043	14 Jan 1997	Bausch + Lomb Ireland Limited
STABLEGRIP	85/289854	08 Apr 2011	4403730	17 Sep 2013	Bausch & Lomb Incorporated
TIMOPTIC-XE	74328278	04 Nov 1992	1902106	27 Jun 1995	Bausch + Lomb Ireland Limited
TRUSIGHT	87586785	28 Aug 2017	6672322	15 Mar 2022	Bausch & Lomb Incorporated

Reel/Frame 6280/0211 – 2/13/2018 - Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
INSTA-GLUCOSE	75035429	21 Dec 1995	2030043	14 Jan 1997	Bausch + Lomb Ireland Limited
MAGONATE	73668826	25 Jun 1987	1500126	16 Aug 1988	Bausch + Lomb Ireland Limited
OCEAN	74050996	20 Apr 1990	1652123	30 Jul 1991	Bausch + Lomb Ireland Limited
OCEAN COMPLETE	77475263	15 May 2008	3553926	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN FOR KIDS	77475413	15 May 2008	3553932	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN GEL	77474894	15 May 2008	3553907	30 Dec 2008	Bausch + Lomb Ireland Limited
SHOWER TO SHOWER VERTICAL CARTOUCHE DESIGN	76173613	01 Dec 2000	2646824	05 Nov 2002	Bausch + Lomb Ireland Limited
TIMOPTIC-XE	74328278	04 Nov 1992	1902106	27 Jun 1995	Bausch + Lomb Ireland Limited
TRUSIGHT	87586785	28 Aug 2017	6672322	15 Mar 2022	Bausch & Lomb Incorporated

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

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
OCEAN COMPLETE	77475263	15 May 2008	3553926	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN FOR KIDS	77475413	15 May 2008	3553932	30 Dec 2008	Bausch + Lomb Ireland Limited
SHOWER TO SHOWER VERTICAL CARTOUCHE DESIGN	76173613	01 Dec 2000	2646824	05 Nov 2002	Bausch + Lomb Ireland Limited

Reel/Frame 6729/0333 – 8/22/2019 – Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
COLD-FX	78780189	23 Dec 2005	3304268	02 Oct 2007	Bausch + Lomb Corporation
COLD-FX	75369585	06 Oct 1997	2218579	19 Jan 1999	Bausch + Lomb Corporation

Reel/Frame 7155/0445– 1/4/2021 – Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
PROBALANCE	88951003	05 Jun 2020	6964938	24 Jan 2023	Bausch + Lomb Ireland Limited
PROBALANCE TECHNOLOGY	88951008	05 Jun 2020	6873246	11 Oct 2022	Bausch + Lomb Ireland Limited

Reel/Frame 7320/0509 – 6/8/2021 – Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
INSTA-GLUCOSE	75035429	21 Dec 1995	2030043	14 Jan 1997	Bausch + Lomb Ireland Limited
OCEAN GEL	77474894	15 May 2008	3553907	30 Dec 2008	Bausch + Lomb Ireland Limited

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

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
COLD-FX	78780189	23 Dec 2005	3304268	02 Oct 2007	Bausch + Lomb Corporation
COLD-FX	75369585	06 Oct 1997	2218579	19 Jan 1999	Bausch + Lomb Corporation
LACRISERT	73233021	27 Sep 1979	1156075	02 Jun 1981	Bausch + Lomb Ireland Limited
MAGONATE	73668826	25 Jun 1987	1500126	16 Aug 1988	Bausch + Lomb Ireland Limited
OCEAN	74050996	20 Apr 1990	1652123	30 Jul 1991	Bausch + Lomb Ireland Limited
OCEAN COMPLETE	77475263	15 May 2008	3553926	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN FOR KIDS	77475413	15 May 2008	3553932	30 Dec 2008	Bausch + Lomb Ireland Limited
SHOWER TO SHOWER VERTICAL CARTOUCHE DESIGN	76173613	01 Dec 2000	2646824	05 Nov 2002	Bausch + Lomb Ireland Limited

Reel/Frame 7630/0605 – 2/10/2022 Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
INSTA-GLUCOSE	75035429	21 Dec 1995	2030043	14 Jan 1997	Bausch + Lomb Ireland Limited
TIMOPTIC-XE	74328278	04 Nov 1992	1902106	27 Jun 1995	Bausch + Lomb Ireland Limited
TRUSIGHT	87586785	28 Aug 2017	6672322	15 Mar 2022	Bausch & Lomb Incorporated

Reel/Frame 7749/0804 – 6/10/2022 – Security Interest by Bank of New York Mellon

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
COLD-FX	78780189	23 Dec 2005	3304268	02 Oct 2007	Bausch + Lomb Corporation
COLD-FX	75369585	06 Oct 1997	2218579	19 Jan 1999	Bausch + Lomb Corporation
MAGONATE	73668826	25 Jun 1987	1500126	16 Aug 1988	Bausch + Lomb Ireland Limited
OCEAN	74050996	20 Apr 1990	1652123	30 Jul 1991	Bausch + Lomb Ireland Limited
OCEAN COMPLETE	77475263	15 May 2008	3553926	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN FOR KIDS	77475413	15 May 2008	3553932	30 Dec 2008	Bausch + Lomb Ireland Limited
OCEAN GEL	77474894	15 May 2008	3553907	30 Dec 2008	Bausch + Lomb Ireland Limited