

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4510962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BAUSCH & LOMB PHARMA HOLDINGS CORP.	07/17/2017
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON
Street Address:	101 BARCLAY STREET
Internal Address:	FLOOR 7E
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6161544
Patent Number:	7141610
Patent Number:	9517220
Patent Number:	8372814
Patent Number:	8748402
Application Number:	14082662
Application Number:	13505426
Application Number:	13462375
Application Number:	13505438
Application Number:	13462466
Application Number:	12867470
Application Number:	15343457
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:	DARLENA BARI STARK
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130

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Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171430 BAUSCH&LOMB PHARM
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NAME OF SUBMITTER:	EMILY OHANNESSIAN
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SIGNATURE:	/Emily Ohannessian/
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DATE SIGNED:	07/19/2017
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 17, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of The Bank of New York Mellon, as notes collateral agent for the First Lien Notes Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to the Indenture dated as of March 21, 2017 (the “**Indenture**”) between Valeant Pharmaceuticals International, Inc., each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Indenture and used herein have the meaning given to them in the Indenture.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the First Lien Notes Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the “**Patent Collateral**”):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, but in any case excluding any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the First Lien Notes Secured Parties, pursuant to the Indenture, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Indenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Indenture, the provisions of the Indenture shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

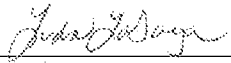
SECTION 5. Counterparts

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.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BAUSCH & LOMB PHARMA HOLDINGS CORP.

By: 
Name: Linda LaGorga
Title:

Accepted and Agreed:
THE BANK OF NEW YORK MELLON
as Collateral Agent

By: Joellen F. McNamara
Name:
Title: **Joellen F. McNamara**
Vice President

{Signature Page to Patent Security Agreement}

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REEL: 043046 FRAME: 0035

BAUSCH & LOMB PHARMA HOLDINGS CORP.

SCHEDULE 1

Country	Status	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Patent No.	Title	Current Owner
United States	ISSUED	09/014955	1/28/1998			6161544	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	ISSUED	10/160135	5/31/2002	2003-0165486-A1	9/4/2003	7141610	COMPOSITIONS AND METHODS FOR THE INDUCTION AND TREATMENT OF RETINAL DETACHMENT	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PUBLISHED	14/082662	11/18/2013	2014-0142182-A1	5/22/2014		AQUEOUS LIQUID COMPOSITION CONTAINING 2-AMINO-3-(4-BROMOBENZOYL)PHENYLACETIC ACID	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PUBLISHED	13/505426	10/6/2011	2013-0046240-A1	2/21/2013		BEPOTASTINE COMPOSITIONS	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PUBLISHED	13/462375	10/6/2011	2012-0225905-A1	9/6/2012		BEPOTASTINE COMPOSITIONS	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PUBLISHED	13/505438	1/3/2012	2012-0323178-A1	12/20/2012		BEPOTASTINE COMPOSITIONS	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PUBLISHED	13/462466	1/3/2012	2012-0255544A1	10/11/2012		BEPOTASTINE COMPOSITIONS	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PUBLISHED	12/867470	2/19/2009	2011-0054031-A1	3/3/2011		OPHTHALMIC NSAIDS AS ADJUVANTS	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	ISSUED	13/649271	10/11/2012	2013-0096199-A1	4/18/2013	9517220	BROMFENAC BIOAVAILABILITY	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	PENDING	15/343457	11/4/2016				BROMFENAC BIOAVAILABILITY	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	ISSUED	11/146652	6/7/2005	2006-0183698-A1	8/17/2006	8372814	OPHTHALMIC FORMATIONS AND USES THEREOF	BAUSCH & LOMB PHARMA HOLDINGS CORP.
United States	ISSUED	13/369452	2/9/2012	2012-0195972-A1	8/2/2012	8748402	OPHTHALMIC FORMATIONS AND USES THEREOF	BAUSCH & LOMB PHARMA HOLDINGS CORP.