

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7792512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BAUSCH HEALTH COMPANIES INC.	09/30/2022
VALEANT CANADA LP	09/30/2022
VALEANT CANADA GP LIMITED	09/30/2022
V-BAC HOLDING CORP.	09/30/2022
BAUSCH HEALTH, CANADA INC.	09/30/2022

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON
Street Address:	240 GREENWICH STREET, SUITE 7E
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	8334328
Patent Number:	8075875
Patent Number:	9655829
Application Number:	14945865
Patent Number:	8563604
Patent Number:	8859618
Patent Number:	7960436
Patent Number:	8338487
Patent Number:	8722929
Patent Number:	8367684
Patent Number:	8563566

CORRESPONDENCE DATA

Fax Number: (202)280-1177

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: 904 247-2620

Email: eastdocket@holleymenker.com
Correspondent Name: JAMES R. MENKER, HOLLEY & MENKER, P.A.
Address Line 1: PO BOX 331937
Address Line 4: ATLANTIC BEACH, FLORIDA 32233

NAME OF SUBMITTER: JAMES R. MENKER

SIGNATURE: /jmenker/

DATE SIGNED: 02/13/2023

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 13

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FIRST LIEN CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Lien Canadian Intellectual Property Security Agreement (as amended, supplemented, restated, extended, renewed, or replaced from time to time, this “**Agreement**”), granted by each of the Persons (as defined in the First Lien Indenture) listed on the signature pages hereto as a “GRANTOR” and any other Person that pursuant to a Joinder becomes a party hereto as a Grantor (each, together with its successors and assigns, a “**Grantor**”, and collectively, the “**Grantors**”) to The Bank of New York Mellon, as a notes collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Notes Collateral Agent**”), is made as of September 30, 2022.

RECITALS:

WHEREAS, each Grantor is party to the First Lien Canadian Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified, the “**PSA**”), in favour of the Notes Collateral Agent;

AND WHEREAS, and the Notes Collateral Agent may wish to record this Agreement with the Canadian Intellectual Property Office (“**CIP**O”) and with the United States Trademark and Patent Office (“**USPTO**”).

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, each Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the PSA.

SECTION 2. Grant of Security Interest in Intellectual Property. As continuing security for the payment and performance of each of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a First Priority continuing security interest and a specific and fixed security interest (the “**IP Security Interest**”) in all of such Grantor’s right, title and interest in, to and under all of the following Intellectual Property Rights of such Grantor:

- (a) The Trade-marks listed on Schedule A attached hereto;
- (b) The Patents listed on Schedule B attached hereto; and
- (c) The Copyrights listed on Schedule C attached hereto;

(collectively, the “**IP Collateral**”).

SECTION 3. Security Agreement. The IP Security Interest is granted in conjunction with the security interests granted pursuant to the PSA, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the IP Security Interest in the IP Collateral are more fully set forth in the PSA, 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 PSA, the provisions of the PSA shall control unless the Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon full and final payment and performance of the Secured Obligations, the Notes Collateral Agent shall, upon request in writing by the Grantors and at the expense of the Grantors, cancel and discharge the IP Security Interest and execute and deliver to the Grantors such documents as shall be requisite to discharge the IP Security Interest. Upon any disposition of property that constitutes IP Collateral permitted by the First Lien Indenture to a Person that is not the Parent or a Notes Guarantor (as defined in the First Lien Indenture), or if any property becomes an Excluded Asset, the IP Security Interest shall be deemed to be automatically released in respect of such property and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person.

SECTION 5. Addition of New Grantors. Additional Persons shall, in accordance with the PSA, from time to time after the date of this Agreement become Grantors under this Agreement by executing and delivering to the Notes Collateral Agent a Joinder.

SECTION 6. Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of any Grantor may be found.

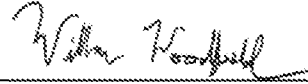
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IN WITNESS OF WHICH, each Grantor and Notes Collateral Agent have duly executed this Agreement:

GRANTORS:

BAUSCH HEALTH COMPANIES INC., as
Grantor

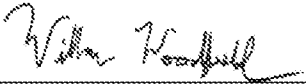
By: _____



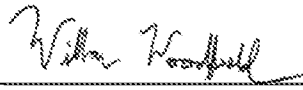
Name: William N. Woodfield

Title: Senior Vice President, Treasurer

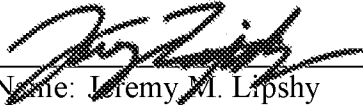
VALEANT CANADA LP, as Grantor, by its
sole general partner, **VALEANT CANADA GP
LIMITED**

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

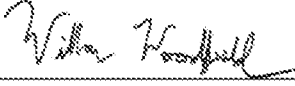
VALEANT CANADA GP LIMITED, as
Grantor

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

V-BAC HOLDING CORP., as Grantor

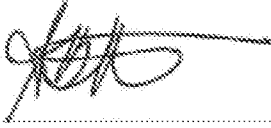
By: 
Name: Jeremy M. Lipshy
Title: Vice President

BAUSCH HEALTH, CANADA INC., as
Grantor

By: 
Name: William N. Woodfield
Title: Vice President, Treasurer

NOTES COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON, in
its capacity as Notes Collateral Agent for the
Secured Parties


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By: _____

Name: Stacey B. Poindexter
Title: Vice President

By: _____

Name:
Title:

SCHEDULE A
TRADE-MARKS

See attached.

Registered Owner	Legal Owner	Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	International Class	Description
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	ERTACZO	United States of	Registered	7602665	05 Jun 2000	2811512	27 Aug 2002	5	5 - nasal spray
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	MORNING FRESH	United States of	Registered	78125990	03 May 2002	289333	12 Oct 2004	5	5 -
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	NEUTRASAL	United States of	Registered	76226137	19 Mar 2001	2947144	10 May 2005	3	3 - body powder
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	TARGETIN	United States of	Registered	77845239	09 Oct 2009	3887891	07 Dec 2010	5	5 -
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	TARGETIN	United States of	Registered	76226139	19 Mar 2001	2319193	04 Dec 2001	3	3 - body powder
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	TARGETIN AND DESIGN	United States of	Registered	74700262	12 Jul 1995	2149626	07 Apr 1998	5	5 -
BAUSCH HEALTH COMPANIES INC.	BAUSCH HEALTH COMPANIES INC.	TARGETIN AND DESIGN	United States of	Registered	75841618	04 Nov 1999	2464599	26 Jun 2001	5	5 -
Valant Pharmaceuticals International	BAUSCH HEALTH AMERICAS, INC.	V and Design	United States of	Registered	75840727	04 Nov 1999	2464596	26 Jun 2001	5	5 -
Valant Pharmaceuticals International	BAUSCH HEALTH AMERICAS, INC.	V and Design	United States of	Registered	78454524	21 Jul 2004	3143144	12 Sep 2006	5	5 - House mark
Valant Pharmaceuticals International	BAUSCH HEALTH AMERICAS, INC.	V and Design	United States of	Registered	78454558	21 Jul 2004	3228488	10 Apr 2007	5	5 - House mark

SCHEDULE B
PATENTS

See attached.

Patent Reference	Registered Owner	Legal Owner	Country	State	Filed Date	Priority Date	Application Number	Publication Date	Publication Number	Grant Date	Patent No.	Title	Expiry Date
KIX-P06437US01	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	BALUSCH-HEALTH COMPANIES, INC.	United States of America	Granted	09 Feb 2007	09 Feb 2007	12525890	17 Jun 2010	2010 01 52296 A1	18 Dec 2012	8334328	PHOTO-POLYMERIZATION	07 Oct 2027
KIX-P06438US02	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	BALUSCH-HEALTH COMPANIES, INC.	United States of America	Granted	09 Nov 2006	09 Nov 2005	11596206	07 Jun 2007	2007 01 28 32 A1	13 Dec 2011	8075575	TEETH WHITENING	09 Nov 2026
KIX-P06440US03	BALUSCH-HEALTH COMPANIES, INC.	BALUSCH-HEALTH COMPANIES, INC.	United States of America	Granted	26 Jun 2016	14 Sep 2012	15006943	19 May 2016	2016 01 36 075 A1	23 May 2017	9655629	COMPOSITIONS AND	04 Sep 2033
INX-P06607US02	VALEANT PHARMACEUTICALS INTERNATIONAL, INC.	BALUSCH-HEALTH US, LLC	United States of America	Published	19 Nov 2015	17 Dec 2014	14094965	04 Jun 2009	2009 01 43333 A1	22 Oct 2013	8636604	SILICONE GEL-BASED	28 Aug 2030
DTX-P06611US03	Valiant Pharmaceuticals International	BALUSCH-HEALTH US, LLC	United States of America	Granted	30 Sep 2008	30 Sep 2007	12242681	23 Jun 2014	2014 00 238 0 A1	14 Oct 2014	8896618	SUBSTITUTED ARYLAMINO	30 Sep 2028
FTC-P06602US02	Valiant Pharmaceuticals International	BALUSCH-HEALTH US, LLC	United States of America	Granted	04 Jun 2007	05 Jun 2006	11681014	19 Jun 2008	2008 01 46365 A1	14 Jun 2012	7860436	SUBSTITUTED ARYLAMINO	20 Aug 2028
FTC-P06603US02	Valiant Pharmaceuticals International	BALUSCH-HEALTH US, LLC	United States of America	Granted	20 Oct 2007	10 Oct 2006	11824201	27 Aug 2008	2008 01 86545 A1	28 Sep 2012	8222529	NEUTRALIZING	24 Nov 2027
FTC-P06609US02	Valiant Pharmaceuticals International	BALUSCH-HEALTH US, LLC	United States of America	Granted	10 Oct 2006	13 Jun 2007	11870935	07 Aug 2008	2009 01 86545 A1	19 Mar 2012	8722529	NEUTRALIZING	24 Nov 2027
FTC-P06609US02	Valiant Pharmaceuticals International	BALUSCH-HEALTH US, LLC	United States of America	Granted	12 Jun 2008	13 Jun 2007	12130251	25 Dec 2008	2008 03 18979 A1	05 Feb 2013	8367894	DEFINITIONS OF 4-N-	02 Aug 2031
FTC-P06609US02	Valiant Pharmaceuticals International	BALUSCH-HEALTH US, LLC	United States of America	Granted	28 Jul 2008	01 Aug 2007	12781126	02 Jul 2009	2009 01 70965 A1	22 Oct 2013	8633566	NEPHTHYRIDINE	31 May 2031

SCHEDULE C
COPYRIGHTS

Nil.