

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7815170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAUSCH & LOMB INCORPORATED	02/24/2023
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A. AS COLLATERAL AGENT
Street Address:	388 GREENWICH STREET
Internal Address:	34TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10012
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	18086286
Application Number:	17845038
CORRESPONDENCE DATA	
Fax Number:	(650)802-3100
<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:	6508023000
Email:	juan.arias@weil.com
Correspondent Name:	CHRISTOPHER CHAN
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	201 REDWOOD SHORES PARKWAY
Address Line 4:	REDWOOD SHORES, CALIFORNIA 94065-1134
NAME OF SUBMITTER:	CHRISTOPHER CHAN
SIGNATURE:	/CHRISTOPHER CHAN/
DATE SIGNED:	02/24/2023
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 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 “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 10, 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**”), among the Loan Parties party thereto 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, a corporation incorporated under the Canada Business Corporations Act (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 4.3 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 Secured 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 of its 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 (the Trademark Collateral, Patent Collateral and Copyright Collateral, each as defined below, 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;

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

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;

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, including any “intent-to-use” Trademark 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.

[Remainder of page intentionally left blank]

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 Collateral Agent

By: Kim Ciolek
Name: Kim Ciolek
Title: Vice President

[Signature Page to Intellectual Property Security Agreement— Citi]

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

None.

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Schedule II – Patent Collateral

Appl. No.	Publ. No.	Patent Ref. No.	Title	Current PTO Owner
18/086286		BLP- P05770US 04	OPHTHALMIC SUSPENSION COMPOSITION	Bausch & Lomb Incorporated
17/845038	2022-0325006A1	BLV- P06652US 04	CROSSLINKED POLYMERIC NETWORK AND USE THEREOF	Bausch & Lomb Incorporated

Schedule III - Copyright Collateral

None.

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PATENT

RECORDED: 02/24/2023

REEL: 062855 FRAME: 0678