

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI249486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bausch + Lomb Ireland Limited	05/22/2024
RECEIVING PARTY DATA	
Company 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: 24	
Property Type	Number
Application Number:	18414854
Application Number:	18422186
Application Number:	18584219
Application Number:	18422180
Application Number:	18422196
Application Number:	18616615
Application Number:	18597497
Application Number:	18439671
Application Number:	18435403
Application Number:	18583268
Application Number:	17991083
Application Number:	17991113
Patent Number:	10293047
Patent Number:	10632197
Patent Number:	10842872
Patent Number:	11452779
Application Number:	17953241
Patent Number:	11957646
Patent Number:	8859623

PATENT

Property Type	Number
Patent Number:	8877229
Application Number:	17905924
Application Number:	17905930
Application Number:	17905913
Patent Number:	11730697

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Dax Zhang
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:	05/22/2024

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 22, 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

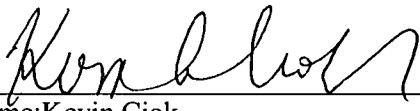


By: _____

Name: Manoj K. Panda

Title: Director

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Kevin Ciok
Title: Vice President

Schedule I – Patent Collateral

Title	Appl. No.	Filing Date	Patent No.	Current PTO Owner
OPHTHALMIC DEVICES HAVING A HIGH REFRACTIVE INDEX AND ABBE NUMBER	18/414854	17 Jan 2024	N/A	Bausch + Lomb Ireland Limited
MONOFUNCTIONAL SILICONE MONOMERS AND SILICONE HYDROGELS FORMED THEREFROM	18/422186	25 Jan 2024	N/A	Bausch + Lomb Ireland Limited
OPHTHALMIC SOLUTIONS	18/584219	22 Feb 2024	N/A	Bausch + Lomb Ireland Limited
CONTACT LENS CONTAINING DEPROTECTED ULTRAVIOLET BLOCKERS	18/422180	25 Jan 2024	N/A	Bausch + Lomb Ireland Limited
SILICONE HYDROGELS	18/422196	25 Jan 2024	N/A	Bausch + Lomb Ireland Limited
RIGID GAS PERMEABLE PREPOLYMER AND RIGID GAS PERMEABLE CONTACT LENS FORMED THEREFROM	18/616615	26 Mar 2024	N/A	Bausch + Lomb Ireland Limited
METHODS FOR TREATING OCULAR SURFACE PAIN	18/597497	06 Mar 2024	N/A	Bausch + Lomb Ireland Limited
CRYSTALLINE PHARMACEUTICAL AND METHODS OF PREPARATION AND USE THEREOF	18/439671	12 Feb 2024	N/A	Bausch + Lomb Ireland Limited
HYDRODYNAMICALLY ACTUATED PRESERVATIVE FREE DISPENSING SYSTEM	18/435403	07 Feb 2024	N/A	Bausch + Lomb Ireland Limited
HYDRODYNAMICALLY ACTUATED PRESERVATIVE FREE DISPENSING SYSTEM	18/583268	21 Feb 2024	N/A	Bausch + Lomb Ireland Limited
METHODS FOR TREATING EYETEAR FILM DEFICIENCY	17/991083	21 Nov 2022	N/A	Bausch + Lomb Ireland Limited
METHODS FOR TREATING EYETEAR FILM DEFICIENCY	17/991113	21 Nov 2022	N/A	Bausch + Lomb Ireland Limited
FLUORESC EIN AND BENOXINATE COMPOSITIONS	15/814186	15 Nov 2017	10293047	Bausch + Lomb Ireland Limited

FLUORESCCEIN AND BENOXINATE COMPOSITIONS	16/363985	25 Mar 2019	10632197	Bausch + Lomb Ireland Limited
FLUORESCCEIN AND BENOXINATE COMPOSITIONS	16/820593	16 Mar 2020	10842872	Bausch + Lomb Ireland Limited
FLUORESCCEIN AND BENOXINATE COMPOSITIONS	17/079375	23 Oct 2020	11452779	Bausch + Lomb Ireland Limited
FLUORESCCEIN AND BENOXINATE COMPOSITIONS	17/953241	26 Sep 2022	N/A	Bausch + Lomb Ireland Limited
METHODS AND COMPOSITIONS OF STABLE PHENYLEPHRINE FORMULATIONS	16/673721	04 Nov 2019	11957646	Bausch + Lomb Ireland Limited
METHODS AND COMPOSITIONS OF STABLE PHENYLEPHRINE FORMULATIONS	14/080771	14 Nov 2013	8859623	Bausch + Lomb Ireland Limited
CONTROLLED RELEASE MICROPARTICLES	11/607382	01 Dec 2006	8877229	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING AREDS AND VITAMIN B COMPLEX	17/905924	8 Sep 2022	N/A	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR EYE HEALTH COMPRISING VERY LONG CHAIN FATTY ACIDS	17/905930	8 Sep 2022	N/A	Bausch + Lomb Ireland Limited
COMPOSITIONS AND METHODS FOR AGE RELATED EYE DISEASES COMPRISING HIGH CONCENTRATIONS OF VITAMINS	17/905913	8 Sep 2022	N/A	Bausch + Lomb Ireland Limited
OCULAR DRUG DELIVERY DEVICES	16/241558	07 Jan 2019	11730697	Bausch + Lomb Ireland Limited

Schedule II - Trademark Collateral Schedule I - Trademark Collateral

Mark	Serial No.	Reg. No.	Owner
MIEBO (PERFLUOROHXYLOCTANE OPHTHALMIC SOLUTION) (device)	98352821	Jan. 11, 2024	Bausch + Lomb Ireland Limited

Schedule III - Copyright Collateral

None.