

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI466590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BAUSCH HEALTH IRELAND LIMITED	08/28/2024
SALIX PHARMACEUTICALS, INC.	08/28/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	The Bank of New York Mellon, as notes collateral agent
<b>Street Address:</b>	240 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	63645289
Application Number:	18628353
Application Number:	18628366
Application Number:	18639619
Application Number:	18639630
Application Number:	18667886
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	(800)221-0102
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	Khaidjah Sampson
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712
<b>Address Line 2:</b>	COGENCY GLOBAL INC.
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036
<b>ATTORNEY DOCKET NUMBER:</b>	2477432KSPT2
<b>NAME OF SUBMITTER:</b>	Andrew Hackett
<b>SIGNATURE:</b>	Andrew Hackett
<b>DATE SIGNED:</b>	09/03/2024

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**Total Attachments: 7**

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 28, 2024, (this “**Agreement**”), among the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) and The Bank of New York Mellon, as collateral agent for the Noteholder Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Notes Collateral Agent**”).

Certain Grantors incorporated in Delaware and California (the “**US Grantors**”) are party to the Second Lien U.S. Pledge and Security Agreement dated as of September 30, 2022, (as amended and otherwise modified, the “**Security Agreement**”) between each of the US Grantors and the other grantors party thereto and the Notes Collateral Agent pursuant to which the US Grantors granted a security interest to the Notes Collateral Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in 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 hereby pledges, collaterally assigns, mortgages, transfers and grants to the Notes 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 Notes Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes 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.

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BAUSCH HEALTH IRELAND LIMITED

By:

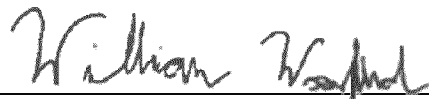


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Name: Michael Kennan  
Title: Director

SALIX PHARMACEUTICALS, INC.

By:




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

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON,**  
as Notes Collateral Agent

By:  Lisa Sollitto  
2024-08-20  
15:39-04:00

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Name:  
Title:

[Signature Page to IPSA – BNY Second Lien]

**PATENT**  
**REEL: 068821 FRAME: 0573**

None.

Schedule I - Trademark Collateral Schedule I - Trademark Collateral

**Schedule II – Patent Collateral**

<b>Appl. No.</b>	<b>File Date</b>	<b>Publication Number</b>	<b>Title</b>	<b>Current PTO Owner</b>
63/645289	05/10/2024		METHYLNAL TREXONE SUBLINGUAL TABLETS	BAUSCH HEALTH IRELAND LIMITED
18/628353	04/05/2024		METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
18/628366	04/05/2024		METHODS FOR TREATING IRRITABLE BOWEL SYNDROME (IBS)	SALIX PHARMACEUTICALS, INC.
18/639619	04/18/2024		TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
18/639630	04/18/2024		TOPICAL COMPOSITIONS	BAUSCH HEALTH IRELAND LIMITED
18/667886	05/17/2024		METHODS OF TREATING HEPATIC ENCEPHALOPATHY	SALIX PHARMACEUTICALS, INC.



None.

Schedule III - Copyright Collateral