

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
American Hospital Supply Corporation	06/22/2004

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Allergan, Inc.
<b>Street Address:</b>	2525 Dupont Drive
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92612

<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	4704122

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)247-8679
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	714.247.8516
<b>Email:</b>	rebecca.smith@amo-inc.com
<b>Correspondent Name:</b>	Rebecca Smith
<b>Address Line 1:</b>	1700 E. St. Andrew Place
<b>Address Line 4:</b>	Santa Ana, CALIFORNIA 92705

<b>NAME OF SUBMITTER:</b>	Peter Gluck
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<p><b>Total Attachments: 15</b></p> <p>source=16543_assign#page1.tif                  source=16543_assign#page2.tif                  source=16543_assign#page3.tif                  source=16543_assign#page4.tif                  source=16543_assign#page5.tif                  source=16543_assign#page6.tif                  source=16543_assign#page7.tif</p>
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**ASSIGNMENT**

WHEREAS, AMERICAN HOSPITAL SUPPLY CORPORATION, a state of Illinois Corporation having offices at One American Plaza, Evanston, IL 60201 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States applications for Letters Patents in the United States (hereinafter "the Patent Applications"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
4,704,122	November 3, 1987	BI-CONCAVE SMALL INCISION INTRAOCULAR LENS

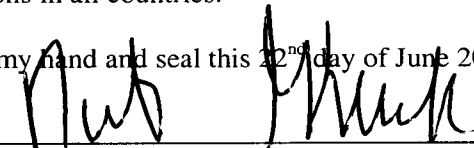
AND WHEREAS, ALLERGAN, INC., a Delaware Company, with its principal place of business at 2525 Dupont Drive, Irvine, CA 92612, (hereinafter referred to as Assignee) desires to acquire the entire right, title, and interest in and to the inventions disclosed in the Patent Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt which is hereby acknowledged, Assignor hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto Assignee, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisionals, continuations, continuations-in-part (CPAs), and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States of America, and any Official of any country foreign to the United States, whose duty it is to issue all Patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Applications to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this agreement.

AND ASSIGNOR does hereby sell, assign, transfer and communicate to Assignee, its successors, legal representatives and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to Assignee, its successors, legal representatives, and assigns any facts known to Assignor respecting the Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid Assignee, its successors, legal representatives, and assigns to obtain and enforce the Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22<sup>nd</sup> day of June 2004.

By:   
Name Printed: Peter Gluck  
Title: Assistant Secretary  
Date: June 22, 2004

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

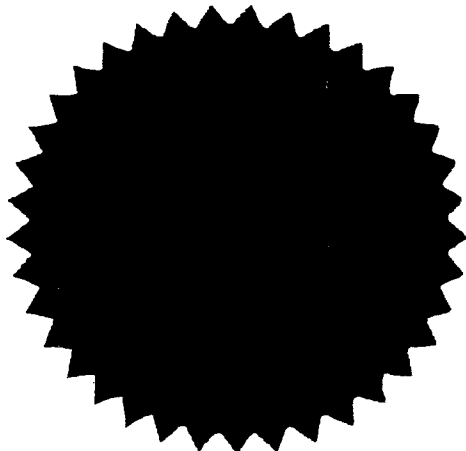
That the attached transcript of  6  page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 18 2002

*Bill Jones*

Secretary of State



## AGREEMENT AND PLAN OF MERGER

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

BETWEEN

JUN - 3 2002

**ALLERGAN SALES, INC.**  
(a California corporation)

BILL JONES, Secretary of State

AND

**ALLERGAN SALES, LLC**  
(a Delaware limited liability company)

**THIS AGREEMENT AND PLAN OF MERGER** is made as of June 3, 2002 (this "Agreement of Merger"), by and between Allergan Sales, Inc., a California corporation (the "Corporation"), and Allergan Sales, LLC, a Delaware limited liability company (the "LLC", and collectively with the Corporation the "Constituent Companies").

**WHEREAS**, the Corporation was incorporated by the filing of Articles of Incorporation with the Secretary of State of the State of California on March 20, 1980; and

**WHEREAS**, the LLC was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on February 25, 2002, and Allergan, Inc., a Delaware corporation and the sole member of the LLC (the "Member"), has entered into a Limited Liability Company Agreement dated as of February 25, 2002 (the "Operating Agreement");

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Upon the terms and subject to the conditions hereof and in accordance with the California General Corporation Law (the "CGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), the Corporation shall be merged with and into the LLC (the "Merger") at the Effective Time (as hereinafter defined). Following the Merger, the separate existence of the Corporation shall cease, and the LLC shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all of the rights and obligations of the Corporation in accordance with the CGCL and the DLLCA.
2. The parties hereto shall cause the Merger to be consummated by filing this Agreement of Merger, along with a Certificate of Merger, with the Secretary of State of the State of California pursuant to Section 1113 of the CGCL, and by filing a Certificate of Merger (the "Certificate of Merger") with respect thereto with the Secretary of State of the State of Delaware pursuant to Section 18-209 of the DLLCA. When used in this Agreement of Merger, the term "Effective Date" shall mean the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware.
3. The Merger shall have the effects set forth in Section 1113(i) of the CGCL and Section 18-209(g) of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property,

rights, privileges, powers and franchises of the Corporation and the LLC shall rest in the Surviving Entity, and all debts, liabilities and duties of the Corporation and the LLC shall become the debts, liabilities and duties of the Surviving Entity.

4. As of the Effective Time, by virtue of the Merger and without any action on the part of the Member of the LLC, or the shareholders or the Board of Directors of the Corporation, each share of capital stock in the Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished without consideration. The membership interests of the LLC outstanding immediately prior to the Effective Time shall continue to be outstanding and shall not be affected by the Merger.

5. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Companies, or (b) otherwise to carry out the purposes of this Agreement of Merger, the Surviving Entity and its proper authorized representatives shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Companies, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Companies, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such constituent Company and otherwise to carry out the purposes of this Agreement of Merger.

6. As required by the CGCL, the Surviving Entity hereby agrees to (i) be served in the State of California in any proceeding for the enforcement of an obligation of any Constituent Company and in any proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent domestic limited liability company or domestic other business entity; (ii) irrevocably appoint the Secretary of State of the State of California as its agent for service of process, which process may be forwarded to 2525 Dupont Drive, Irvine, California 92612; and (iii) promptly pay the holder of any dissenting interest or dissenting share in a constituent domestic limited liability company or domestic other business entity the amount to which that person is entitled under California law.

IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed by their respective officers or representatives thereunto duly authorized as of the date first above written.

**ALLERGAN SALES, INC.,**  
a California corporation

By: 

Jeffrey L. Edwards  
Vice President

By: 

Matthew J. Maletta  
Assistant Secretary

**ALLERGAN SALES, LLC,**  
a Delaware limited liability company

By: ALLERGAN, INC., its Sole Member

By: 

Name: Matthew J. Maletta

Title: Assistant Secretary

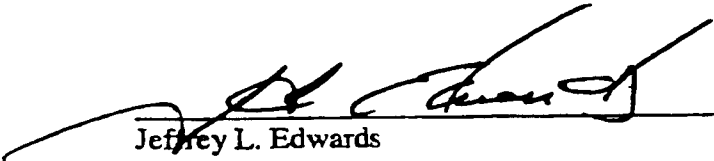
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

Jeffrey L. Edwards and Matthew J. Maletta state and certify that:

1. They are the Vice President and Assistant Secretary, respectively, of Allergan Sales, Inc., a California corporation.
2. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and the sole stockholder of the corporation.
3. There is only one class of shares and the total number of outstanding shares is 1,000 shares of Common Stock.
4. Approval of the Agreement and Plan of Merger by the holder of 100% of the outstanding shares of Common Stock was the vote required to approve the Agreement and Plan of Merger. The percentage of the outstanding shares of the corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled the vote required.
5. No vote of the stockholders of the corporation's parent, Allergan, Inc., was required to approve the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: June 3, 2002



Jeffrey L. Edwards  
Vice President



Matthew J. Maletta  
Assistant Secretary





State of California  
Bill Jones  
Secretary of State

OTHER BUSINESS ENTITY  
CERTIFICATE OF MERGER

(Corporations Code Sections 1113(p)(1) and (2), 6019.1, 6019.1 and 12540.1)

Filing Fee - Please see instructions.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name of surviving entity: <b>Allergan Sales, LLC</b>	2. Type of entity: <b>LLC</b>	3. Secretary of State File Number: <b>200216110097</b>	4. Jurisdiction: <b>Delaware</b>
5. Name of disappearing entity: <b>Allergan Sales, Inc.</b>	6. Type of entity: <b>Corporation</b>	7. Secretary of State File Number: <b>C0978306</b>	8. Jurisdiction: <b>California</b>
9. Future effective date, if any:		Month	Day Year

10. If a vote was required enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:

Surviving Entity		Disappearing Entity	
Each class entitled to vote	Percentage of vote required	Each class entitled to vote	Percentage of vote required
Sole Member	100%	Sole Shareholder	100%
		1,000 common shares issued	

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

12. If equity securities of a parent party are to be issued in the merger:  
 No vote of the shareholders of the parent party was required.     The required vote of the shareholders of the parent party was obtained.

SECTION 13 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, DOMESTIC LIMITED PARTNERSHIP OR PARTNERSHIP.

13. Requisite changes to the information set forth in the Articles of Organization, Certificate of Limited Partnership or Statement of Partnership Authority of the surviving limited liability company, limited partnership or partnership resulting from the merger. Attach additional pages, if necessary.

SECTION 14 IS APPLICABLE IF THE SURVIVING ENTITY IS AN OTHER BUSINESS ENTITY.

14. Principal business address of the surviving other business entity:  
 Address: **2525 Dupont Drive**    State: **California**    Zip: **92612**  
 City: **Irvine**

15. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.

16. Statutory or other basis under which each foreign other business entity is authorized to effect the merger:  
**Delaware Limited Liability Company Act Section 18-209**

17. Number of pages attached, if any: **1**

18. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

<u>See Attached</u> Signature of Authorized Person for the Surviving Entity	Date	_____	Type or Print Name and Title of Person Signing	Date
<u>See Attached</u> Signature of Authorized Person for the Surviving Entity	Date	_____	Type or Print Name and Title of Person Signing	Date
<u>See Attached</u> Signature of Authorized Person for the Disappearing Entity	Date	_____	Type or Print Name and Title of Person Signing	Date
<u>See Attached</u> Signature of Authorized Person for the Disappearing Entity	Date	_____	Type or Print Name and Title of Person Signing	Date

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing.

ATTACHMENT PAGE  
TO  
OTHER BUSINESS ENTITY  
CERTIFICATE OF MERGER

18. Signature of Authorized person for the Surviving Entity

Dated: June 3, 2002

ALLERGAN SALES, LLC,  
a Delaware limited liability company

ALLERGAN, INC.,  
a Delaware corporation,  
its sole member

By: Matthew J. Maletta

Name: Matthew J. Maletta

Title: Assistant Secretary

Signature of Authorized person for the Disappearing Entity

Dated: June 3, 2002

ALLERGAN SALES, INC.,  
a California corporation

By: Jeffrey L. Edwards

Name: Jeffrey L. Edwards

Title: Vice President

By: Matthew J. Maletta

Name: Matthew J. Maletta

Title: Assistant Secretary



# Delaware

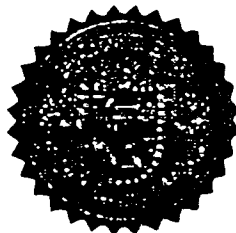
PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALLERGAN SALES, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "ALLERGAN SALES, LLC" UNDER THE NAME OF "ALLERGAN SALES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF JUNE, A.D. 2002, AT 9 O'CLOCK A.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3496059 8100M

020354968

AUTHENTICATION: 1809761

DATE: 06-03-02

PATENT  
REEL: 014754 FRAME: 0778

**CERTIFICATE OF MERGER  
OF  
ALLERGAN SALES, INC.  
(a California corporation)  
WITH AND INTO  
ALLERGAN SALES, LLC  
(a Delaware limited liability company)**

**(Pursuant to Section 18-209 of the  
Delaware Limited Liability Company Act)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA"), the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

FIRST: The name and jurisdiction of formation or incorporation of the limited liability company and corporation which are parties to the merger (the "constituent entities") are as follows:

<u>Name of Entity</u>	<u>State of Formation or Incorporation</u>
Allergan Sales, Inc.	California
Allergan Sales, LLC	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities has been approved and executed by each of the constituent entities which are to merge in accordance with the requirements of Section 18-209 of the DLLCA.

THIRD: The name of the surviving limited liability company is: Allergan Sales, LLC (the "Surviving Entity").

FOURTH: The merger shall become effective upon filing of this Certificate of Merger.

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Entity, the address of which is 2525 Dupont Drive, Irvine, California 92612.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the Surviving Entity or to any person holding an interest in the entity which is to merge with and into the Surviving Entity.

**STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 06/03/2002  
020354968 - 3496059**

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 3rd day of June, 2002, and is being filed in accordance with Section 18-209 of the DLLCA by a duly authorized person on behalf of Allergan Sales, LLC.

ALLERGAN SALES, LLC,  
a Delaware limited liability company

ALLERGAN, INC.,  
a Delaware corporation,  
its sole member

By:  \_\_\_\_\_

Name: Matthew J. Maletta

Title: Assistant Secretary

## INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement"), is entered into as of June 24, 2002 by and between ALLERGAN, INC., a Delaware corporation and Allergan Sales, L.L.C., a Delaware limited liability company (collectively "Allergan"), and ADVANCED MEDICAL OPTICS, INC., a Delaware corporation ("AMO").

### RECITALS

A. AMO was formed as a wholly-owned subsidiary of Allergan, Inc.

B. Pursuant to that certain Contribution and Distribution Agreement of even date herewith, by and between Allergan, Inc. and AMO (the "Contribution Agreement"), Allergan, Inc. will spin off AMO by distributing a special dividend to all of the Allergan, Inc. stockholders consisting of all of the outstanding shares of stock of AMO held by Allergan, Inc. (the "Distribution").

C. Prior to the Distribution, Allergan, Inc. or its subsidiaries will transfer to AMO the assets and liabilities of the AMO Business (as that term is defined in the Contribution Agreement), such that upon the Distribution, AMO will become an independent company operating the AMO Business and Allergan, Inc. will continue to operate the Allergan Business (as such terms are defined in the Contribution Agreement).

D. To operate the AMO Business, AMO will need to acquire rights in certain intellectual property related to the AMO Business.

E. Allergan Sales, L.L.C., a Delaware limited liability company, is a wholly owned subsidiary of Allergan.

F. Prior to December 31, 1998, Allergan's patents, patent applications, trademarks and Records of Invention ("ROI") were registered in the name of one of the following entities: Allergan, Inc., a Delaware company; Allergan Medical Optics, a California corporation and wholly owned subsidiary of Allergan Inc., which changed its name to Allergan Sales, Inc. on January 1, 1996; Allergan Pharmaceuticals, Inc., which changed its name to Allergan, Inc. on September 26, 1986; and Vision Pharmaceuticals L.P., a Texas limited partnership ("VPLP") having Allergan General, Inc. as its single general partner and Pacific Vision Limited, Inc. as its single limited partner, both partners being wholly owned by Allergan, Inc.

G. On December 31, 1998 both Allergan General, Inc. and Pacific Vision Limited, Inc. merged into Allergan Sales, Inc., and thus, by operation of law VPLP was dissolved, with its assets (including all VPLP-owned or registered patents, patent applications, and ROIs filed before that date) being acquired by Allergan Sales, Inc.



# The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED, that

VISION PHARMACEUTICALS L.P.

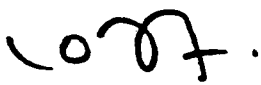
filed a certificate of limited partnership in this office on

APRIL 19, 1995;

IT IS HEREBY FURTHER CERTIFIED, that  
no cancellation has been filed for said partnership.

*IN TESTIMONY WHEREOF, I have hereunto  
signed my name officially and caused to be  
impressed hereon the Seal of State at my office in  
the City of Austin, on June 17, 1996.*



  
\_\_\_\_\_  
Antonio O. Garza, Jr.  
Secretary of State

PH

PATENT  
REEL: 014754 FRAME: 0782



# The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, **HEREBY CERTIFIES** that the attached is a true and correct copy of the following described instruments on file in this office:

**VISION PHARMACEUTICALS L.P.**  
**ASSUMED NAME: ALLERGAN**

ASSUMED NAME CERTIFICATE

APRIL 20, 1995



*IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on February 21, 1997.*

Antonio O. Garza, Jr.  
Secretary of State

BAM

PATENT  
REEL: 014754 FRAME: 0783





ASSUMED NAME CERTIFICATE

FILED
In the Office of the
Secretary of State of Texas
APR 20 1995
Corporations Section

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application or comparable document is

VISION PHARMACEUTICALS L.P.

2. The assumed name under which the business or professional service is or is to be conducted or rendered is ALLERGAN

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 400 North St. Paul, Dallas, Texas 75201

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (circle one): business corporation, non-profit corporation, professional corporation, professional association, limited liability company, (limited partnership), registered limited liability partnership or some other type of incorporated business, professional or other association (specify)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 400 North St. Paul, Dallas, Texas 75201 and the name of its registered agent at such address is Prentice-Hall Corporation System, Inc.

The address of the principal office (if not the same as the registered office) is 8301 Mars Drive, Waco, Texas 76712

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"):

"All"