PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Allergan Sales L.L.C.	06/24/2002

RECEIVING PARTY DATA

Name:	Advanced Medical Optics, Inc.
Street Address:	1700 E. St. Andrew Place
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705

PROPERTY NUMBERS Total: 49

Property Type	Number
Patent Number:	5470312
Patent Number:	5433745
Patent Number:	5423929
Patent Number:	5420213
Patent Number:	5419775
Patent Number:	5411553
Patent Number:	5401508
Patent Number:	5392653
Patent Number:	5391590
Patent Number:	5387180
Patent Number:	5384606
Patent Number:	5364405
Patent Number:	5359021
Patent Number:	5342293
Patent Number:	5331073

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Patent Number:	5324180
Patent Number:	5303023
Patent Number:	5284472
Patent Number:	5281227
Patent Number:	5278258
Patent Number:	5270744
Patent Number:	5268624
Patent Number:	5249002
Patent Number:	5242449
Patent Number:	5233007
Patent Number:	5230614
Patent Number:	5225858
Patent Number:	5179262
Patent Number:	5171268
Patent Number:	5166711
Patent Number:	5164462
Patent Number:	5152789
Patent Number:	5147395
Patent Number:	5133746
Patent Number:	5098539
Patent Number:	4983901
Patent Number:	4978354
Patent Number:	4955889
Patent Number:	4938767
Patent Number:	4932970
Patent Number:	4888013
Patent Number:	4880426
Patent Number:	4878910
Patent Number:	4842782
Patent Number:	4838682
Patent Number:	4790846
Patent Number:	4684014
Patent Number:	4666446
Patent Number:	4664667

CORRESPONDENCE DATA

Fax Number: (714)247-8679

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7142478515

Email: donna.bastedo@amo-inc.com

Correspondent Name: Donna Bastedo

Address Line 1: 1700 E. St. Andrew Place

Address Line 4: Santa Ana, CALIFORNIA 92705

NAME OF SUBMITTER:	Aimee S. Weisner

Total Attachments: 34

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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.

H. Since December 31, 1998 all of Allergan's and its Subsidiaries' new patents, patent applications, and ROIs filed after that date, have been registered in the name of Allergan Sales, Inc., while all of Allergan's trademarks have been registered in the name of Allergan, Inc.

I. Through operation of law, on June 3, 2002 Allergan Sales, L.L.C., a Delaware limited liability company wholly owned by Allergan, merged with Allergan Sales, Inc. and acquired all of the assets of Allergan Sales, Inc., including all of Allergan's patents, patent applications and ROIs previously held by Allergan Sales, Inc.

J. By this Agreement, Allergan desires to assign and transfer to AMO, effective at 1:00 AM PDT on June 29, 2002 , and AMO desires to acquire at such date and time, all of the right, title and interest of Allergan in and to the certain intellectual property described herein related to the AMO Business, upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

1.1 **"Agreement"** means this Intellectual Property Assignment and License Agreement.

1.2 **"Allergan"** has the meaning given to it in the introductory paragraph to this Agreement.

1.3 **"Allergan Business"** has the meaning given to it in the Contribution Agreement.

1.4 **"Allergan Group"** has the meaning given to it in the Contribution Agreement.

1.5 **"Allergan Licensed Rights"** has the meaning set forth in Section 2.5.

1.6 **"AMO"** has the meaning given to it in the introductory paragraph to this Agreement.

1.7 **"AMO Business"** has the meaning given to it in the Contribution Agreement.

1.8 **"AMO Field"** means the marketing, manufacturing, research and development, and sale of products within the AMO Business.

1.9 **"AMO Group"** has the meaning given to it in the Contribution Agreement.

1.10 **"AMO Licensed Rights"** has the meaning set forth in Section 2.4.

1.11 **"AMO Products"** means those products, sold and labeled for use within the AMO Field by AMO or its Subsidiaries (as they would exist immediately following the Distribution Date), including any products manufactured for AMO by Allergan under the Manufacturing Agreement.

1.12 **"Ancillary Agreements"** has the meaning given to it in the Contribution Agreement.

1.13 **"Assigned Rights"** has the meaning given to it in Section 2.2(h).

1.14 **"Assigned Intellectual Property"** means all of the following:

(a) All Patents claiming inventions which i) are or may be used within the AMO Field as of the Distribution Date, and ii) are not capable of use within the Allergan Business (including all such Patents set forth on Schedule A hereto);

(b) All Trademarks which i) are or may be used within the AMO Field as of the Distribution Date, and ii) are not used or capable of use within the Allergan Business on such date (including all such Trademarks set forth on Schedule B hereto), and all common law rights in such marks (whether used Exclusively in connection with the AMO Business or not);

(c) All Copyrights which i) are or may be used within the AMO Field as of the Distribution Date, and ii) are not used or capable of use within the Allergan Business on such date, (including all such Copyrights set forth on Schedule C hereto); and

(d) All other Intellectual Property which i) is or may be used within the AMO Field as of the Distribution Date, ii) is not capable of use within the Allergan Business and (iii) is made or conceived by employees, consultants or contractors of Allergan or its Subsidiaries, or, are to be used Exclusively in connection with the AMO Business and to be made or conceived by third parties pursuant to Contracts between Allergan and said third parties, *provided* that Assigned Intellectual Property shall not be Licensed Intellectual Property or vice versa.

1.15 **"Contracts"** means contracts, agreements, arrangements, manufacturer's warranties, memoranda, understandings and offers open for acceptance of any nature, whether written or oral.

1.16 **"Copyrights"** means United States and foreign copyrights owned by Allergan and not licensed from a third party, both registered and unregistered, along with the registrations and applications, extensions or renewals for registration thereof.

1.17 **"Distribution Date"** has the meaning given to it in the Contribution Agreement.

1.18. **"Exclusively"** (and, with correlative meaning, **"Exclusive"**) means, when used in connection with the AMO Business, used only with or relating only to the AMO Business.

1.19 **"Intellectual Property"** means (a) Copyrights, (b) Patents, (c) Trademarks, (d) customer lists, distributor lists, supplier lists and other business and non-technical information, (e) non-patented or non-patentable technical information, inventions, processes and formulations and (f) discoveries, trade secrets, inventions, designs, processes, know-how (including manufacturing processes, methods and other know how), and technical data.

1.20 **"Licensed Intellectual Property"** means:

(a) All Patents on Schedule A_{bis} hereto;

(b) All Trademarks set forth on Schedule B_{bis} hereto, and all common law rights in the marks solely as such marks are used within the AMO Field; and

(c) All Copyrights set forth on Schedule C_{bis} hereto; and

(d) All other Intellectual Property used necessarily in connection with the AMO Business as of the Distribution Date and made or conceived by employees, consultants or contractors of Allergan or its Subsidiaries, provided that such intellectual property is not used in any manner inconsistent with the uses indicated or prohibited in the definition of the AMO Business, or used exclusively for the Allergan Business.

1.21 **"Manufacturing Agreement"** has the meaning given to it in the Contribution Agreement.

1.22 **"Patents"** means United States and foreign patents and applications for patents owned by Allergan, and not licensed from a third party, including any continuations, continuations-in-part, re-examinations, patents by addition, patent term extensions, divisions, renewals, reissues and extensions thereof.

1.23 **"Person"** has the meaning given to it in the Contribution Agreement.

1.24 **"Retained Allergan Intellectual Property"** means all of the Intellectual Property owned or licensed by Allergan or its Subsidiaries as of the Distribution Date other than the Transferred Intellectual Property.

1.25 **"Retained Allergan Trademarks"** has the meaning given to it in Section 2.3.

1.26 **"Retained Bar Codes"** means those UPC codes (JAN and EAN) owned by Allergan.

1.27 **"Subsidiary"** has the meaning given to it in the Contribution Agreement.

1.28 **"Trademarks"** means all United States, state and foreign trademarks, service marks, logos, trade names and service names (including all assumed or fictitious names under which Allergan is conducting the AMO Business), whether registered or unregistered, owned by Allergan and not licensed from a third party, including all common law rights in and all goodwill associated with the foregoing, and all registrations and pending applications, extensions or renewals for registration of the foregoing.

1.29 **"Transferred Intellectual Property"** means the Assigned Intellectual Property and the Licensed Intellectual Property.

2. TRANSFER OF INTELLECTUAL PROPERTY

2.1 **Timing and Effect of Transfer.** Allergan and AMO hereby agree that the beneficial interest in all Transferred Intellectual Property shall be conveyed according to this Agreement, and no other, at 1:00 AM PDT on June 29, 2002 (the "Transfer Time and Date"), and not before the Transfer Time and Date. The parties further acknowledge that documents have been and will be executed, filed or recorded in the intellectual property offices of various countries that assign individual items of Transferred Intellectual Property from Allergan to AMO. Allergan and AMO hereby agree that any such assignment document executed, filed, or recorded before the Transfer Time and Date shall have been for the purpose of fulfilling legal requirements in the relevant jurisdiction, and transfer legal, but not beneficial interest in any of the Transferred Intellectual Property.

2.2 **Assignment by Allergan.** Without representation or warranty of any kind, express or implied, and subject to the terms of all existing licenses and the terms of all other contracts and covenants which may burden the following rights and properties, Allergan and its Subsidiaries hereby grant and assign to AMO and its Subsidiaries all of their right, title and interest in and to:

(a) the Assigned Intellectual Property;

(b) all federal, state and foreign registrations concerning the Assigned Intellectual Property and all pending applications therefore;

(c) all statutory, common law, equitable and civil law rights (whether arising under federal, state or foreign law) related to the Assigned Intellectual Property;

(d) all of the goodwill associated with the Assigned Intellectual Property;

(e) all rights to income, royalties, license and franchise fees and any other payments now or hereafter due or payable with respect to the Assigned Intellectual Property, including without limitation all damages and payments for past, present and future infringements thereof;

(f) the right to sue for, and all rights of recovery with respect to, all past, present and future infringements of the Assigned Intellectual Property;

(g) all rights of Allergan under all license agreements with respect to the Assigned Intellectual Property; and

(h) all other rights and privileges pertaining to or associated with the Assigned Intellectual Property throughout the world, the same to be held and enjoyed by AMO as fully as the same would have been held and enjoyed by Allergan had this assignment not have been made (the rights described in clauses (a) through (h) above are collectively referred to herein as the "Assigned Rights").

2.3 Assumption by AMO. AMO hereby assumes all obligations and liabilities of Allergan pertaining to the Assigned Rights, whether such obligations and liabilities were incurred, or are due to acts or omissions alleged to have occurred, before or after the Effective Date of this Agreement, including without limitation, any obligations and liabilities arising under any license agreements to which Allergan or any of its Subsidiaries is a party and that are being assigned to AMO under Section 2.2, or which arise out of past acts or omissions constituting, or alleged to constitute, infringement of the intellectual property rights (including patent, trademark, copyright or know-how rights) of any third party. As of the Distribution Date, and as between the Parties, AMO shall be solely legally and financially responsible for the filing, prosecution, maintenance, appeal, enforcement and defense of any of Assigned Intellectual Property, and Allergan shall bear no further responsibility in relation thereto.

2.4 License by Allergan.

(a) Without representation or warranty of any kind, express or implied, and subject to all existing licenses, and the terms of all other contracts and covenants which may burden the following rights and properties, Allergan and its Subsidiaries hereby grant AMO and its Subsidiaries a perpetual (subject to compliance with the terms of this Agreement), exclusive royalty-free, fully paid-up worldwide license (solely within the AMO Business) to make, use, sell, import and offer for sale AMO Products, which activities, but for said license, would infringe or otherwise violate Allergan or its Subsidiaries' proprietary rights in or the Licensed Intellectual Property.

(b) In association with, and contingent upon the maintenance of, the license granted in Section 2.4(a) herein Allergan and its Subsidiaries also hereby grant to AMO an exclusive (within the AMO Business) worldwide license to that portion of the goodwill associated with the Licensed Intellectual Property that solely concerns the AMO Business.

(c) The licenses granted in Sections 2.4(a) and 2.4(b) are referred to herein as the "AMO Licensed Rights" and may be sublicensed by AMO or its Subsidiaries within the AMO Business.

2.5 License by AMO.

(a) Without representation or warranty of any kind, express or implied, and subject to all existing licenses, and the terms of all other contracts and covenants which may burden the following rights and properties, AMO and its Subsidiaries hereby grant Allergan and its Subsidiaries a perpetual (subject to compliance with the terms of this Agreement), exclusive royalty-free, fully paid-up worldwide license under AMO's or its

Subsidiaries' Intellectual Property rights to make, use, sell, import and offer for sale the product sold, imported and/or offered for sale as of the Distribution Date as Refresh Instant Revival and products containing hydroxyethylcellulose, polixetonium and EDTA. The scope of rights granted in this Section 2.5(a) shall be limited to the Allergan Business, excluding any products labeled, indicated, detailed, marketed, promoted, sold and/or distributed for use, in whole or in part, with contact lenses.

(b) In association with, and contingent upon the maintenance of, the license granted in Section 2.5(a) herein AMO and its Subsidiaries also hereby grant to Allergan an exclusive worldwide license to that portion of the goodwill associated with the Licensed Intellectual Property that solely concerns the Allergan Business.

(c) The licenses granted in Sections 2.5(a) and 2.5(b) are referred to herein as the "Allergan Licensed Rights" and may be sublicensed by Allergan or its Subsidiaries within the Allergan Business.

2.6 Transitional Use by AMO of Allergan's Trademarks and Retained Bar Codes. AMO and its Subsidiaries shall discontinue use of 1) the marks listed on Schedule D and 2) all other Trademarks that are part of the Retained Allergan Intellectual Property (collectively, the "Retained Allergan Trademarks"), and 3) Allergan's UPC, EAN and other similar commercial product codes (the "Retained Bar Codes") as follows:

(a) Allergan hereby grants to AMO and its Subsidiaries a nonexclusive, royalty-free, fully paid-up right and license to use the Retained Allergan Trademarks on AMO Products solely in connection with the AMO Business, in all appropriate jurisdictions for only so long as is reasonably necessary to transfer product registrations, deplete existing inventory and complete labeling and reimbursement qualifications. Additionally, Allergan hereby grants to AMO and its Subsidiaries a nonexclusive, royalty-free, fully paid-up right and license to use an existing bar code selected from the Retained Bar Codes solely on each AMO Product which is being sold or marketed with the identical bar code as of the Distribution Date, solely in connection with the AMO Business, in all appropriate jurisdictions for only so long as is reasonably necessary for AMO to obtain product bar codes of its own for such AMO Products. AMO and its Subsidiaries shall employ their best commercial efforts to cease using each trademark within the Retained Allergan Trademarks as soon as possible after the Distribution Date, and each bar code from within the Retained Bar Codes as soon as reasonably practical after the Distribution Date.

(b) Neither AMO nor any of its Subsidiaries may assign or sublicense the right to use the Retained Allergan Trademarks or Retained Bar Codes granted in Section 2.4(a) and Section 2.4(b) to a third party without the prior written consent of Allergan, which consent may be withheld in the sole discretion of Allergan.

(c) Any use of the Retained Allergan Trademarks by AMO or its Subsidiaries pursuant to the above terms and conditions shall inure to the benefit of Allergan and shall be in the same form as existed prior to the Distribution Date. Any products or processes offered by AMO or its Subsidiaries for sale under the Retained Allergan Trademarks shall meet the same product specifications and quality assurance standards as existed prior to the

Distribution Date. Allergan shall have the right to inspect, and upon request AMO shall provide copies of any and all materials and products offered in connection with the Retained Allergan Trademarks including label copy and marketing and sales materials.

(d) Any use of the Retained Allergan Trademarks by AMO or its Subsidiaries shall indicate that Allergan is the owner of the Retained Allergan Trademarks and that such use is pursuant to a license from Allergan.

(e) AMO and its Subsidiaries shall do nothing to impair Allergan's rights in the Retained Allergan Trademarks or the Retained Bar Codes. AMO and its Subsidiaries shall inform Allergan promptly of any infringement of the Retained Allergan Trademarks.

3. LIMITATION OF LIABILITY; INDEMNITY

3.1 LIMITATION ON LIABILITY OF ALLERGAN. THE ASSIGNED RIGHTS AND AMO LICENSED RIGHTS ARE PROVIDED TO AMO AND ITS SUBSIDIARIES "AS IS." EACH OF ALLERGAN AND ITS SUBSIDIARIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING WARRANTIES OF VALIDITY, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE ASSIGNED RIGHTS AND AMO LICENSED RIGHTS. IN NO EVENT SHALL ANY OF ALLERGAN OR ITS SUBSIDIARIES BE LIABLE FOR ANY MATTER WHATSOEVER RELATING TO THE USE BY AMO OR ITS SUBSIDIARIES OF THE ASSIGNED RIGHTS OR THE AMO LICENSED RIGHTS.

3.2 LIMITATION ON LIABILITY OF AMO. THE ALLERGAN LICENSED RIGHTS ARE PROVIDED TO ALLERGAN AND ITS SUBSIDIARIES "AS IS." EACH OF AMO AND ITS SUBSIDIARIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING WARRANTIES OF VALIDITY, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE ALLERGAN LICENSED RIGHTS. IN NO EVENT SHALL ANY OF AMO OR ITS SUBSIDIARIES BE LIABLE FOR ANY MATTER WHATSOEVER RELATING TO THE USE BY ALLERGAN OR ITS SUBSIDIARIES OF THE ALLERGAN LICENSED RIGHTS.

4. TERM AND TERMINATION

This Agreement may be terminated at any time prior to the Distribution Date by and in the sole discretion of Allergan without the approval of AMO or the stockholders of Allergan. In the event of such termination, no party shall have any liability of any kind to any other party or any other Person. After the Distribution Date, this Agreement may not be terminated except by an agreement in writing signed by the parties.

5. MISCELLANEOUS

5.1 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

5.2 Entire Agreement. This Agreement, the Contribution and Distribution Agreement, the other Ancillary Agreements, the exhibits, schedules and appendices hereto and thereto and the specific agreements contemplated herein or thereby contain the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter. No agreements or understandings exist between the parties other than those set forth or referred to herein or therein.

5.3 Signatures. Each party hereto acknowledges that it and each other party hereto may execute this Agreement by facsimile, stamp or mechanical signature. Each party hereto expressly adopts and confirms each such facsimile, stamp or mechanical signature made in its respective name as if it were a manual signature, agrees that it will not assert that any such signature is not adequate to bind such party to the same extent as if it were signed manually and agrees that at the reasonable request of any other party hereto at any time it will as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date hereof).

5.4 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California irrespective of the choice of laws principles of the State of California, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

5.5 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and thereto, respectively, and their respective successors and assigns; *provided, however*, that no party hereto or thereto may assign its respective rights or delegate its respective obligations under this Agreement without the express prior written consent of the other parties hereto or thereto. Notwithstanding the previous sentence, either party may assign or transfer this Agreement between Affiliates without the consent of the other party. "Affiliate" means any person or legal entity controlling, controlled by, or under common control with a party to this Agreement. "Control" means owning over 50% of the voting stock or other equitable interest in such person or legal entity.

5.6 Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to confer upon any Person, except the parties hereto, any rights or remedies hereunder. There are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

5.7 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, (b) on the first business day following the date of dispatch if delivered by a nationally recognized next-day courier service, (c) on the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid or (d) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in (a) or (b) above, when transmitted and receipt is confirmed by telephone. All notices hereunder shall be addressed as follows:

If to Allergan, to:

2525 Dupont Drive
Irvine, California 92612
Attn: General Counsel

If to AMO, to:

Advanced Medical Optics, Inc.
1700 E. St. Andrew Place
P.O. Box 25162
Santa Ana, CA 92799-5162

Attn: General Counsel

Any party may, by notice to the other party given in the form specified in this Section 5.7, change the address to which such notices are to be given.

5.8 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

5.9 Force Majeure. No party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, acts of terrorism, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

5.10 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.11 Compliance by Subsidiaries. Allergan shall take all such actions as are necessary to ensure compliance with the terms of this Agreement by its Subsidiaries, and AMO shall take all such actions as are necessary to ensure compliance with the terms of this Agreement by its Subsidiaries.

5.12 Survival of Covenants. Except as expressly set forth herein, the covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein, shall survive the Distribution Date and shall remain in full force and effect.

5.13 Waivers of Default. Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of the other party.

5.14 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification.

5.15 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the schedules and appendices hereto) and not to any particular provision of this Agreement. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be bound hereby, have executed this Agreement as of the date first written above.

ALLERGAN

ALLERGAN, INC.

By: _____
Name: David E. I. Pyott
Title: Chairman of the Board, President and Chief Executive Officer

ALLERGAN SALES, LLC

By: _____
Name: David E. I. Pyott
Title: Chief Executive Officer

AMO

ADVANCED MEDICAL OPTICS, INC.

By: _____
Name: James V. Mazzo
Title: President and Chief Executive Officer

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Haptic to Optic Attachment For a Soft IOL (FWC of 806,376 filed 12/9/1985, Abn'd)	F. Richard Christ; Dean K. Pettit; Jeffrey C. Day	9/15/1987	096,745	4,790,846	12/13/1988	[redacted]
[redacted]	[redacted]	Haptic to Optic Attachment For A Soft IOL (DIV of 096,745 filed 9/15/1987, Patent #4,790,846; which is [illegible]	Albert C. Ting; Timothy R. Willis; F. Richard Christ Steven R. Bacic; Dean K. Pettit; Stanley L. Van [illegible]	8/4/1988	228,955	4,888,013	12/19/1989	[redacted]
[redacted]	[redacted]	Haptic to Optic Attachment For A Soft IOL (DIV of 096,745 filed 9/15/1987, Pat #4,790,846; which is [illegible]	Albert C. Ting,; Timothy R. Willis; F. Richard Christ Steven R. Bacich, Dean K. Pettit; Stanley L. [illegible]	8/4/1988	228,709	4,880,426	11/14/1989	[redacted]
[redacted]	[redacted]	Haptic To Optic Attachment For A Soft IOL (No Enlayed Filament with Holes) (DIV of 7/228,955 filed [illegible]	Albert C. Ting; Timothy R. Willis; F. Richard Christ Steven R. Bacich; Dean K. Pettit; Stanley L. [illegible]	4/25/1989	343,045	4,938,767	7/3/1990	[redacted]

PATENT
REEL: 015861 FRAME: 0906

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Intraocular Lens with Roughened Fixation Member (CIP of 7/430,875, filed 11/2/1989, Patent #4,978,354; which is [illegible]	Daniel G. Brady; Stanley L. Van Gent; David A. Fencil Pat #4,888,013; which is DIV of [illegible]	12/14/1990	628,381	5,133,746	7/28/1992	[redacted]
[redacted]	[redacted]	Haptic to Optic Attachment for a Soft IOL(Covers barbed attachment filling of FIG. 7) (DIV of 7/228,955 filed [illegible]	Stanley L. Van Gent	11/2/1989	430,875	4,978,354	12/18/1990	[redacted]
[redacted]		Haptic to Optic Attachment For A Soft IOL(ball end) (DIV of 7/430,875 filed 11/2/1989, Patent #4,978,354; which is [illegible]	Albert C. Ting; Steven R. Bacich which is Div of 7/096,745 filed 9/15/1987, Pat # 4,790,846; which [illegible]	12/14/1990	628,184	5,171,268	12/15/1992	[redacted]
[redacted]	[redacted]	Intraocular Lens Loop Retention Package and Method	J. Davenport	12/9/1985	806,666	4,684,014	8/4/1987	[redacted]

PATENT
REEL: 015861 FRAME: 0907

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Ocular Topology System	Vladimir Portney	3/23/1988	172,948	4,838,682	6/13/1989	[redacted]
[redacted]	[redacted]	Manufacture of Ophthalmic Lenses by Excimer Laser	Timothy Willis, Val Portney, Albert Ting	10/14/1986	919,206	4,842,782	6/27/1989	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Manufacture of Ophthalmic Lenses by Excimer Laser (DIV of 7/323,493 filed 3/14/89,6/919,206 filed 10/14/86, Pat. # [illegible]	Valdemar Portney; Albert C. Ting; Timothy R. Willis	7/16/1991	730,684	5,179,262	1/12/1993	[redacted]

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Ophthalmic Lens	Valdemar Portney	5/17/1988	195,135	4,932,970	6/12/1990	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0909

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Multifocal Ophthalmic Lens (Interruptions in Power Curve) (DIV of 465,477 filed 1/16/90, which is DIV of 366,319 filed [illegible]	Valdemar Portney (LICENSED) which is Cont of 056,050 filed 6/1/87, abnd.)	6/27/1990	544,629	5,166,711	11/24/1992	[redacted]
[redacted]	[redacted]	Multifocal Ophthalmic Lens (array lens) (CIP of 7/465,477 filed 1/16/90, Pat #5,166,712; DIV of 07/366,319 filed [illegible]	Valdemar Portney which is CONT of 056,050 filed 6/1/87-Abn'd)	6/18/1991	717,336	5,225,858	7/6/1993	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0910

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Multifocal Ophthalmic Lens (array lens) (DIV of 465,477 filed 1/16/90, Pat #5,166,712; DIV of 7/366,319 fd 6/14/89, [redacted]	Valdemar Portney	8/26/1992	935,586	5,270,744	12/14/1993	[redacted]
[redacted]	[redacted]	Digital Electronic Foot Control For Medical Apparatus and the Like	Donald E. Lehmer	4/21/1989	342,254	4,983,901	1/8/1991	[redacted]

PATENT
REEL: 015861 FRAME: 0911

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Intraocular Lens With Converging and Diverging Optical Portions	Jeffrey E. Koziol Gholam A. Peyman	5/6/1986	860,291	4,666,446	5/19/1987	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0912

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	Apparatus for Inserting a Lens into an Eye and Method for Using Same	Stanley L. Van Gent	2/6/1989	306,103	4,955,889	9/11/1990	[redacted]
[redacted]	[redacted]	Small Incision Intraocular Lens Insertion Apparatus (Prodigy)	Charles Hill; DanielBrady	4/12/1989	336,876	5,098,439	3/24/1992	[redacted]

PATENT
REEL: 015861 FRAME: 0913

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Intraocular Lens Assembly (Haptic to optic Attachment) (Per Agreement to Assign dtd 12/31/89)	Jeffrey E. Koziol Gholam A. Peyman	6/13/1988	205,640	4,878,910	11/7/1989	[redacted]

PATENT
REEL: 015861 FRAME: 0914

U.S. PATENTS

Number	S/OA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Ultraviolet Light Absorbing Compounds and Silicone Compositions (SUVAM)	Shih-Liang S. Yang	4/25/1991	691,149	5,164,462	11/17/1992	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0915

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Ophthalmic Instrument (CIP of 7/690,808 filed 4/3/91)	Edward R. Zaleski	4/16/1992	869,630	5,242,449	9/7/1993	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0916

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Teledioptric System (and Add-On Spectacle)	Jim-Son J. Chou; Charles A. Cummings	11/6/1991	788,478	5,249,002	9/28/1993	[redacted]
[redacted]	[redacted]	Pressure Transducer Magnetically-Coupled Interface Complementing Minimal Diaphragm Movement During Operation (P.T.I.)	Frank Zanger; Tim Surber; Donald E. Lehmer	12/16/1993	168,870	5,392,653	2/28/1995	[redacted]

PATENT
REEL: 015861 FRAME: 0917

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Irrigation/Aspiration Apparatus for Surgical Procedures (CIP 7/893,119 filed 6/3/92, Abn'd)	Frank Zanger; Edward R. Zaleski; Mark Cole	2/25/1994	201,567	5,470,312	11/28/1995	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Reduced Pulsation Tapered Ramp Pump Head	Frank Zanger; Tim Surber; Susanne Rosion	6/3/1992	892,788	5,230,614	7/27/1993	[redacted]
[redacted]	[redacted]	Apparatus and Method for Inspecting a Test Lens, Method of Making A Test Lens	Valdemar Portney (CIP of 857,784 filed 3/26/92,Abn'd)	9/4/1992	941,367	5,303,023	4/12/1994	[redacted]

PATENT
REEL: 015861 FRAME: 0918

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	Cross-Linked Silicone Polymers, Fast Curing Silicone Precursor Compositions, and Injectable Intraocular Lenses	John D. Gerace; F. Richard Christ	9/3/1993	116,418	5,411,553	5/2/1995	[redacted]
[redacted]	[redacted]	Cross-Linked Silicone Polymers, Fast Curing Silicone Precursor Compositions, and Injectable Intraocular Lenses	John D. Gerace; F. Richard Christ	5/18/1992	885,136	5,278,258	1/11/1994	[redacted]
[redacted]	[redacted]	Polysiloxanes, Methods of Making Same and High Refractive Index Silicones Made from Same (SLM4)	Shih-Liang S. Yang	4/14/1992	868,412	5,233,007	8/3/1993	[redacted]

PATENT
REEL: 015861 FRAME: 0919

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Polysiloxanes, Methods of Making Same and High Refractive Index Silicones Made From Same (FWC 8/048,092 filed [illegible]	Shih-Liang S. Yang	4/11/1994	226,223	5,420,213	5/30/1995	[redacted]

PATENT
REEL: 015861 FRAME: 0920

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Lens Case with IOL Folding Device	Glenn Sussman	11/9/1992	973,438	5,281,227	1/25/1994	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0921

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Foot Pedal Control with User-Selectable Operational Ranges	Frank Zanger	10/14/1992	961,138	5,268,624	12/7/1993	[redacted]
[redacted]	[redacted]	Diffractive/Refractive Spectacle and Intraocular Lens System for Age-Related Macular Degeneration	Albert C. Ting; Donald G. Koch, Jim-Son Chou	6/22/1992	901,932	5,384,606	1/24/1995	[redacted]

PATENT
REEL: 015861 FRAME: 0922

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	Surgical Instrument With Drawer Loading Cassette System (FWC of 7/940,659 filed 9/4/92, Abn'd)	Frank Zanger	6/7/1993	105,461	5,324,180	6/28/1994	[redacted]
[redacted]	[redacted]	Vitreous Cutter	Glenn Sussman; Edward Zaleski	10/30/1992	969,745	5,284,472	2/8/1994	[redacted]
[redacted]	[redacted]	Polymeric Compositions and Intraocular Lenses Made from Same (SLM 5)	Joseph I. Weinschenk III; F. Richard Christ	11/9/1992	973,470	5,331,073	7/19/1994	[redacted]

PATENT
REEL: 015861 FRAME: 0923

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Polymeric Composi-tions and Intraocular Lenses Made from Same (DIV OF 7/973,470 Filed11/9/92)	Joseph I. Weinschenk III; F. Richard Christ	9/16/1993	123,016	5,359,021	10/25/1994	[redacted]
[redacted]	[redacted]	Variable Vacuum/ Variable Flow Phaco-emulsification Method	Frank Zanger	6/22/1993	081,435	5,342,293	8/30/1994	[redacted]
[redacted]	[redacted]	Ultrasonic Frequency Synthesizer for Phaco Surgery	Donald E. Lehmer	5/20/1993	065,141	5,387,180	2/7/1995	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0924

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Corneal Implants and Methods for Producing Same	Richard S. Graham; Crystal M. Cunanan; James E. Francese	10/13/1993	135,875	5,433,745	7/18/1995	[redacted]
[redacted]	[redacted]	Intraocular Lenses and Methods for Producing Same (SI-40)	Christopher E. Doyle; Bernard F. Grisoni; Richard S. Graham	10/27/1993	143,798	5,423,929	6/13/1995	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0925

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	Syringe Flange Adapter and Method	David S. Haffner; Kenneth E. Kadziauskas	1/18/1994	182,930	5,419,775	5/30/1995	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

PATENT
REEL: 015861 FRAME: 0926

U.S. PATENTS

Number	SOA	Title	Inventors	Filed	Serial No.	PATENT #	GRANTED	Status
[redacted]	[redacted]	Deformable Intraocular Lens (DIV 393,057 filed 6/28/82, Patent #4,608,049)	Charles D. Kelman	4/9/1986	849,580	4,664,667	5/12/1987	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

RECORDED: 04/06/2005

PATENT
REEL: 015861 FRAME: 0927