

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Pfizer, Inc.	06/26/2004
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: 1	
Property Type	Number
Patent Number:	5444106
CORRESPONDENCE DATA	
Fax Number:	(714)247-8679
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714.247.8516
Email:	rebecca.smith@amo-inc.com
Correspondent Name:	Advanced Medical Optics, Inc.
Address Line 1:	1700 E. St. Andrew Place
Address Line 4:	Santa Ana, CALIFORNIA 92705
NAME OF SUBMITTER:	Scott J. Catlin
Total Attachments: 6 source=51778#page1.tif source=51778#page2.tif source=51778#page3.tif source=51778#page4.tif source=51778#page5.tif source=51778#page6.tif	

CH \$40.00 5444106

PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT

THIS PATENT AND INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of June ~~26~~, 2004 by and among the Affiliates of Pfizer Inc., a Delaware corporation, set forth on Annex I hereto (each such Affiliate being referred to herein as an "Assignor"), and Advanced Medical Optics, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

RECITALS

WHEREAS, (i) certain of the Assignors own the patents and patent applications set forth on Schedule A hereto (the "Patents") and (ii) the Assignors may own certain inventions, discoveries, trade secrets, know-how, rights in research and development, and commercially practiced processes and inventions, whether patentable or not, which are primarily used in the Business (the "Know-How"). The Patents and the Know-How are collectively referred to herein as the "Purchased Intellectual Property";

WHEREAS, Pfizer Inc. ("Pfizer") and Advanced Medical Optics, Inc. ("Purchaser") have entered into that certain Stock and Asset Purchase Agreement dated as of April 21, 2004 (the "Purchase Agreement"), pursuant to which Purchaser has agreed to purchase and acquire the Purchased Assets from the Asset Selling Corporations, including all of each Assignor's right, title and interest in and to the Purchased Intellectual Property;

WHEREAS, simultaneously with the execution and delivery of this Assignment, pursuant to a Stock Transfer Note dated as of the date hereof, Advanced Medical Optics Norden AB, an Affiliate of Purchaser, has acquired all of the issued and outstanding shares in Healon AB, a Swedish corporation, which owns the patents and patent applications set forth on Schedule B hereto (the "Swedish Acquired Patents");

WHEREAS, simultaneously with the execution and delivery of this Assignment, pursuant to a Share Sale Agreement dated as of the date hereof, AMO Netherlands BV, an Affiliate of Purchaser, has acquired all of the issued and outstanding shares in Pharmacia Groningen BV, a Dutch corporation, which owns the patents and patent applications set forth on Schedule C hereto (the "Dutch Acquired Patents"); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby assigns to the Assignee all of such Assignor's right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past infringement of the foregoing.

2. Patent Applications. Each Assignor that holds the patent applications set forth on Schedule A hereto hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any other country or countries whose duty is to issue patents or other evidence or forms of intellectual or industrial property protection on the aforesaid patent applications, to issue the same to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Further Assurances. Each party hereto shall timely execute and deliver any additional documents and instruments and shall do any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the assignment of the Purchased Intellectual Property contemplated by this Assignment. Without limiting the generality of the foregoing, each Assignor shall execute and deliver such additional documents and instruments as may be required to permit the Assignee to record and perfect the interest of the Assignee in and to the Purchased Intellectual Property. For the avoidance of doubt, nothing in this Assignment shall be construed to expand, limit, modify or otherwise affect in any way, the rights and obligations of the parties under Section 11.05(c) of the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective upon the Closing under the Purchase Agreement, it being understood that all parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed as of the date first written above.

ASSIGNORS OF PATENTS:



Name: MARK SUMBRA
Title: Attorney-in-fact for each of the corporations set forth in Item I on Annex I.

ASSIGNORS OF KNOW-HOW:



Name: MARK SUMBRA
Title: Attorney-in-fact for each of the corporations set forth in Item II on Annex I.

ASSIGNEE:

ADVANCED MEDICAL OPTICS, INC.

By: 

Name: RICHARD A. MEIER
Title: EVP/CEO

[Patent and Intellectual Property Assignment]

ANNEX I

I. Assignors of Patents

Kabi Pharmacia Ophthalmics, Inc.
Iovision Inc.
Pharmacia Iovision Inc.

II. Assignors of Know-How

Pharmacia Argentina S.A. and Pfizer S.R.L.
Pfizer Australia Pty Limited
Pharmacia Austria Ges.m.b.H. and Pfizer Corporation Austria GmbH
Pharmacia Brasil Ltda.
Pfizer Canada Inc.
Pfizer Chile S.A.
Pharmacia & Upjohn (China) Limited
Pharmacia International Trading (Shanghai) Limited
Pharmacia Inter-American Corporation (Colombia branch)
Pfizer spol. s.r.o.
Pfizer ApS
Pharmacia Inter-American Corporation (Ecuador branch)
Pfizer Oy
Pfizer Hellas A.E.
Pharmacia Asia Ltd.
Pfizer Pharmaceutical Trading LLC
Pharmacia Korea Limited
Pfizer Enterprises Sàrl
Pharmacia (Malaysia) Sdn Bhd and Pfizer (Malaysia) Sdn Bhd
Pharmacia & Upjohn S.A. de C.V. and Pfizer S.A. de C.V.
Pfizer B.V.
Pfizer New Zealand Limited
Pfizer A/S
Pharmacia Pakistan Limited
Pfizer Inc.
Pharmacia Polska Sp. z.o.o. and Pfizer Polska Sp. z.o.o.
Laboratorios Pfizer Lda.
Pharmacia (Singapore) Pte Ltd
Pfizer Laboratories (Proprietary) Limited
Pfizer AB
Pfizer A.G.
Pharmacia Taiwan Inc. and Pfizer Limited
Pharmacia Thailand Ltd.
Pfizer Ilaclari Limited Sirketi
Pharmacia & Upjohn Company

SCHEDULE A

PATENTS

(See attached)

Adm H

DOCKET REPORT

OUR REF. : PC 030426
FORMER REF.: PH-01536
TITLE : PHA-1536 HIGH REFR SILICONE
OWNER : KABI PHARMACIA OPHTHALMICS INC

Country	Pat No.	Grant-Date	App No	App.Date
United States	5444106	08/22/1995	08/173187	12/23/1993
United States			0	06/04/2001
European Patent Convention			95905997.3	12/19/1994
Japan			95-517531	12/19/1994
Patent Cooperation Treaty			PCT/US94/14597	12/19/1994