

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/1998
CONVEYING PARTY DATA	
Name	Execution Date
Allergan	12/31/1998
RECEIVING PARTY DATA	
Name:	Allergan Sales, Inc.
Street Address:	400 North St. Paul
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5145644
Patent Number:	5549894
Patent Number:	5549891
Patent Number:	5756045
Patent Number:	5500186
Patent Number:	5817277
Patent Number:	5422073
Patent Number:	5593637
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.

CH \$320.00 5145644

500122406

PATENT
REEL: 017870 FRAME: 0561

Address Line 1:	1700 E. St. Andrew Place
Address Line 4:	Santa Ana, CALIFORNIA 92705

NAME OF SUBMITTER:	Nicole Bradley
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Total Attachments: 7
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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: 017870 FRAME: 0563



The State of Texas

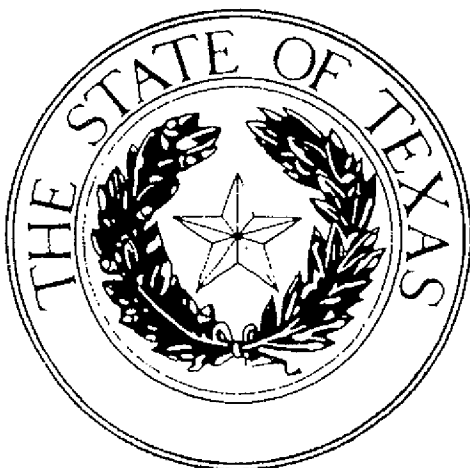
SECRETARY OF STATE

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.

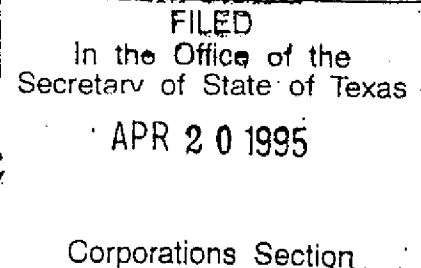


Antonio O. Garza, Jr.
Secretary of State

BAM

PATENT

REEL: 017870 FRAME: 0564



ASSUMED NAME CERTIFICATE

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"

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Alberto R. Gonzales
Secretary of State

Office of the Secretary of State

Exhibit C

ENTITY:

VISION PHARMACEUTICALS L.P.

FILE NUMBER:

80863-10

DOCUMENT FILED:

CERTIFICATE OF CANCELLATION OF LIMITED PARTNERSHIP

FILED: DECEMBER 16, 1998

EFFECTIVE: DECEMBER 31, 1998 11:59 P.M.

This letter will acknowledge the receipt and filing of the above referenced document. The relevant statutory provision does not provide for a certificate of filing for this type of document and, therefore, this letter may be used as evidence of filing.

Corporations Section
Statutory Filings Division
512-463-5581

FILED
In the Office of the
Secretary of State of Texas

DEC 16 1998

Corporations Section

Certificate of Cancellation
of Domestic Limited Partnership
Vision Pharmaceuticals L.P.

The undersigned party hereby duly executes this Certificate of Cancellation of Domestic Limited Partnership (the "Certificate of Cancellation") of Vision Pharmaceuticals L.P., a Texas limited partnership (the "Limited Partnership"), which is being filed with the Secretary of State of the State of Texas in accordance with Sections 2.03 and 9.06 of the Texas Revised Limited Partnership Act.

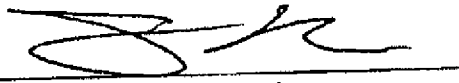
1. The name of the Limited Partnership is Vision Pharmaceuticals L.P.
2. The Limited Partnership was formed under the laws of the State of Texas.
3. The date of filing of its Certificate of Limited Partnership was April 19, 1995, and the file number assigned to the Limited Partnership was 00080863-10.
4. The Certificate of Limited Partnership of Vision Pharmaceuticals L.P. is canceled upon the effectiveness of the mergers of each of its two existing partners into Allergan Sales, Inc., a California corporation.
5. The cancellation is to be effective as of 11:59 P.M. (PST) on December 31, 1998.

Dated this 14th day of December, 1998.

General Partner

Allergan Sales, Inc., a California corporation, as
successor to Allergan General, Inc., a Delaware
corporation

By



F. Michael Ball, President

FIRST AMENDMENT TO CONSULTANT AGREEMENT

This First Amendment to the Consultant Agreement is entered into between Vision Advancement, LLC ("CONSULTANT") and Vision Pharmaceuticals, L.P. ("ALLERGAN") effective as of August 1, 1998 with reference to the Consultant Agreement entered into between the parties dated August 1, 1998.

WHEREAS, CONSULTANT and ALLERGAN wish to clarify and elaborate on certain aspects of the foregoing Consultant Agreement relating to rights to inventions (whether or not patentable).

THEREFORE, CONSULTANT and ALLERGAN hereby agree to amend the Consultant Agreement for the mutual benefit of the parties, as set forth below:

1. In APPENDIX A, amend the "Area of Consultation" as follows: "ARRAY optics as applied to optical corrections requiring surgical intervention, e.g. by ocular implants or by corneal shape modifications by laser."
2. IN APPENDIX A, at page 8, delete in its entirety the replacement of Section s 6.1(a) and 6.1(b), and substitute therefor:

"Sections 6.1(a) and 6.1(b) of this Agreement are deleted in their entirety and are replaced by the following: "All legal rights to any and all inventions, discoveries, improvements, designs, ideas, material, machines, devices and the like (hereinafter "INVENTIONS"), whether patentable or not patentable, which are conceived or reduced to practice by the CONSULTANT during the term of this Agreement shall be allocated as follows:

- A. All INVENTIONS which relate solely to the Area of Consultation shall be deemed by the parties to be incorporated into the existing License Agreement dated January 24, 1989, between Valdemar Portney and Allergan Medical Optics (hereinafter the "LICENSE AGREEMENT").
- B. Subject to the provisions of subsection C, all INVENTIONS that relate in part to the Area of Consultation and in part to areas outside the Area of Consultation shall be deemed by the parties to be incorporated into the existing LICENSE AGREEMENT, but only to the extent such INVENTIONS relate to the Area of Consultation.
- C. Any INVENTIONS that relate in whole or in part to areas within the LICENSE AGREEMENT shall be deemed incorporated into the LICENSE AGREEMENT. However, to the extent such INVENTIONS relate to areas outside the Area of Consultation (e.g. contact lenses), they shall not be sublicensed by ALLERGAN except as approved by Portney, which approval may be granted or denied at Portney's sole discretion. However, such INVENTIONS shall be subject to any applicable sublicense agreement

APPENDIX A

Name of Consultant: Vision Advancement LLC (A California limited liability company)

Mailing Address: 1194 N. Riviera
Tustin, CA 92782

Telephone Number: (714) 731-7713

Fax Number: (714) 731-0818

Taxpayer ID: 33-0816607

Area of Consultation: *ARRAY optics as applied to*
~~Array phakic and aphakic eye implants.~~

Specific Services to be Provided:

- AMO®Array® Implant Product Development - Technical reports on optical performance, lens files for pin fabrication.
- AMO®Array® IOL testing/inspection - Analysis of optical test results, a new inspection process optical specifications and design.
- Regulatory, clinical and marketing support on Array optical implant performance aspects.
- AMO®Array® Technology Transfer and training.
- Support on patent filings.

Term of the Agreement: August 1, 1998 through July 31, 1999

Payment Terms: \$1,000/day, not to exceed 25 days/quarter with a minimum of \$10,000/quarter. Payment will be made following receipt of detailed invoices.

Additional Terms: Consulting is exclusive to ALLERGAN in this area of consulting. Val Portney will perform services on behalf of CONSULTANT.

Section 3.1 of this Agreement is deleted in its entirety and replaced with the following: "In order to preserve the confidentiality or potential competitive advantage related to the consulting project, CONSULTANT hereby agrees not to accept employment during the term of this Agreement, nor act as a consultant, providing the specific services which are being provided to ALLERGAN under this Agreement. In the event CONSULTANT contracts to perform services with a client which services would