

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                               |
|---|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                    |
| <b>CONVEYING PARTY DATA</b>   |                               |
| <b>Name</b>   | <b>Execution Date</b>         |
| Pharmacia & Upjohn Company  | 06/26/2004                    |
| <b>RECEIVING PARTY DATA</b>   |                               |
| <b>Name:</b>  | Advanced Medical Optics, Inc. |
| <b>Street Address:</b>  | 1700 E. St. Andrew Place      |
| <b>City:</b>  | Santa Ana                     |
| <b>State/Country:</b>   | CALIFORNIA                    |
| <b>Postal Code:</b>   | 92705                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |                               |
| <b>Property Type</b>  | <b>Number</b>                 |
| <b>Patent Number:</b>   | 5507806                       |
| <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>  | Advanced Medical Optics, Inc. |
| <b>Address Line 1:</b>  | 1700 E. St. Andrew Place      |
| <b>Address Line 4:</b>  | Santa Ana, CALIFORNIA 92705   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 52402                         |
| <b>NAME OF SUBMITTER:</b>   | Nicole Bradley                |
| <b>Total Attachments: 6</b><br>source=52402#page1.tif<br>source=52402#page2.tif<br>source=52402#page3.tif<br>source=52402#page4.tif<br>source=52402#page5.tif |                               |

**CH \$40.00 5507806**



## 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 SUAREZ  
Title: Attorney-in-fact for each of the corporations set forth in Item I on Annex I.

ASSIGNORS OF KNOW-HOW:



Name: MARK SUAREZ  
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: VP/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 Ltda.  
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)

03/24/2004 10 14

PCMASTER REPORTER

MASTER FILE REPORT

DOCKET REPORT  
-----

OUR REF. : PC 030465  
FORMER REF.: PH-01616  
TITLE : PHA-1616 MULTIFACETED IOL  
OWNER : PHARMACIA & UPJOHN COMPANY

|                           |         |            |                |            |
|---------------------------|---------|------------|----------------|------------|
| Country                   | Pat No. | Grant-Date | App No         | App.Date   |
| -----                     | -----   | -----      | -----          | -----      |
| United States             | 5507806 | 04/16/1996 | 242130         | 05/13/1994 |
| United States             |         |            | 466038         | 06/06/1995 |
| Patent Cooperation Treaty |         |            | PCT/US95/06455 | 05/15/1995 |