

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BAUSCH & LOMB INCORPORATED	10/24/2011

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7985253
Patent Number:	7988701
Patent Number:	7988988
Patent Number:	7994356
Patent Number:	8030423
Patent Number:	8034813
Patent Number:	8035809
Patent Number:	8034018
Patent Number:	8038912
Application Number:	13275621

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Phone: 301-638-0511
Email: ipresearchplus@comcast.net

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

501706771

PATENT
REEL: 027143 FRAME: 0860

OP \$400.00 7985253

Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37451
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 6 source=37451#page1.tif source=37451#page2.tif source=37451#page3.tif source=37451#page4.tif source=37451#page5.tif source=37451#page6.tif
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

BAUSCH & LOMB INCORPORATED

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) OCTOBER 24, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

PLEASE SEE ATTACHED SCHEDULE

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

OCTOBER 28, 2011

Date

DongHwa Kim

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SUPPLEMENTAL PATENT SECURITY AGREEMENT

This SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of October 24, 2011 (the "Supplement") is by and between WP PRISM INC. ("Holdings"), BAUSCH & LOMB INCORPORATED (the "Parent Borrower"), certain Subsidiaries of the Parent Borrower from time to time party hereto (together with Holdings and the Parent Borrower, the "Grantors") and Credit Suisse AG (f/k/a Credit Suisse), as Administrative Agent for the Secured Parties.

WHEREAS, the parties hereto, have executed the Patent Security Agreement dated as of October 26, 2007 (the "Patent Security Agreement"), pursuant to which each Grantor grants to the Administrative Agent a security interest in certain Patent Collateral (as defined therein), including those Patents set forth in Schedule I to the Patent Security Agreement;

WHEREAS, the Grantors now wish to add to and supplement Schedule I of Patents to the Patent Security Agreement; and

WHEREAS, capitalized terms used in this Supplement have the meanings specified or referenced in the Patent Security Agreement;

NOW THEREFORE; for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest.

(a) As security for the payment in full of the Obligations, each Grantor, pursuant to and in accordance with the Patent Security Agreement and the Security Agreement referenced therein, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the Patents set forth in Exhibit A hereto (the "Additional Patent Collateral"), which shall be deemed incorporated into and part of Schedule I of the Patent Security Agreement.

(b) The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Patent Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Patent Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

(c) Each of the Grantors authorizes and requests the filing and recordation of the security interest in the Patents listed in Exhibit A hereto with the United States Patent and Trademark Office.

Section 2. Termination. This Supplement and the security interest granted hereby shall terminate in accordance with the terms of the Patent Security Agreement.


Section 3. Incorporation by Reference. The provisions of the Patent Security Agreement are hereby incorporated by reference, and shall remain in full force and effect.

[Signatures on following page]

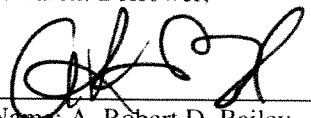
Supplemental Patent
Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


WP PRISM INC.,
as Holdings

By: 
Name: Brian J. Harris
Title: Corporate Vice President and Chief
Financial Officer

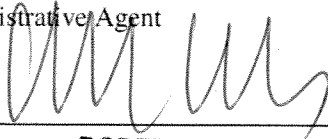
BAUSCH & LOMB INCORPORATED,
as the Parent Borrower,

By: 
Name: A. Robert D. Bailey
Title: Corporate Vice President, General Counsel
and Secretary

**EACH OF THE GRANTORS LISTED ON
ANNEX A HERETO.**

By: 
Name: A. Robert D. Bailey
Title: Corporate Vice President, General Counsel
and Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 
Name: **ROBERT HETU**
Title: **MANAGING DIRECTOR**

By: 
Name: **KEVIN BUDDHDEW**
Title: **ASSOCIATE**

Annex A

List of Parent Borrower Subsidiaries that are Grantors

1. B&L CRL Inc.
2. B&L CRL Partners L.P.
3. B & L Domestic Holdings Corp.
4. B&L Financial Holdings Corp.
5. B&L SPAF Inc.
6. B&L VPlex Holdings, Inc.
7. Bausch & Lomb China, Inc.
8. Bausch & Lomb International Inc.
9. Bausch & Lomb Realty Corporation
10. Bausch & Lomb South Asia, Inc.
11. Bausch & Lomb Technology Corporation
12. Iolab Corporation
13. RHC Holdings, Inc.
14. Sight Savers, Inc.
15. Wilmington Management Corp.
16. Wilmington Partners L.P.
17. B&L Minority Dutch Holdings LLC
18. eyeonics, inc.

EXHIBIT A

Patents

(Updates from July 20, 2011 through October 18, 2011)

I. Patents Granted/Issued

US PATENTS GRANTED					
Grant Date	Patent No.	Expiration Date	Division	Title	Owner
07/26/11	7985253	07/20/26	Cataract-Eyeonics	HYDROLIC ACCOMMODATING INTRAOCULAR LENS	Bausch + Lomb Incorporated
08/02/11	7988701	08/14/24	Cataract-IOL	PRELOADED IOL INJECTOR	Bausch + Lomb Incorporated
08/02/11	7988988	08/23/28	Lens	CONTACT LENSES WITH MUCIN AFFINITY	Bausch + Lomb Incorporated
08/09/11	7994356	07/09/29	Lens	MONO ETHYLENICALLY UNSATURATED POLYCARBOSILOXANE MONOMERS	Bausch + Lomb Incorporated
10/04/11	8030423	05/30/29	Lens	MULTI-ARMED MACROMONOMERS	Bausch + Lomb Incorporated
10/11/11	8034813	01/01/30	Pharm	POLYMORPHS OF BRIMONIDINE PAMOATE	Bausch + Lomb Incorporated
10/11/11	8035809	09/07/29	Lens	BUBBLE REMOVAL SYSTEM	Bausch + Lomb Incorporated
10/11/11	8034018	01/28/29	Cataract-Equip	SURGICAL SYSTEM HAVING MEANS FOR STOPPING VACUUM PUMP	Bausch + Lomb Incorporated
10/18/11	8038912	12/20/25	Lens	METHOD AND APPARATUS FOR THE DRY RELEASE OF A COMPLIANT OPHTHALMIC ARTICLE FROM MOLD SURFACE	Bausch + Lomb Incorporated

II. Patent Applications

US PATENT APPLICATIONS				
Filing Date	Appl. No.	Division	Title	Owner
10/18/11	13/275621	Cataract-Equip	TUBE SET INSERTION APPARATUS	BAUSCH & LOMB INCORPORATED