

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	07/24/2012

RECEIVING PARTY DATA

Name:	CITIBANK N.A., as Administrative Agent
Street Address:	1615 BRETT ROAD, BUILDING III
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	8173640
Patent Number:	8177776
Patent Number:	8183325
Patent Number:	D660893
Patent Number:	8186830
Patent Number:	8197841
Patent Number:	8198375
Patent Number:	8221659
Patent Number:	8227597
Application Number:	61636582
Application Number:	61636837
Application Number:	61642726
Application Number:	13480651
Application Number:	13480648
Application Number:	13483741

OP \$680.00 8173640

Application Number:	61671312
Application Number:	61674540

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
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.*  
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:	38079
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 8  
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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

**2. Name and address of receiving party(ies)**  
Name: CITIBANK N.A., as Administrative Agent  
Internal Address: \_\_\_\_\_  
Street Address: 1615 BRETT ROAD, BUILDING III  
City: NEW CASTLE  
State: DE  
Country: USA Zip: 19720

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

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) July 24, 2012

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**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

Additional numbers attached?  Yes  No

B. Patent No.(s)  
PLEASE SEE ATTACHED SCHEDULE

**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:** 17

**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:** \_\_\_\_\_ August 14, 2012  
Signature Date  
DongHwa Kim  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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

## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 24, 2012, among WP PRISM INC. ("Holdings"), BAUSCH & LOMB INCORPORATED (the "Parent Borrower"), certain Subsidiaries of the Parent Borrower from time to time party hereto and CITIBANK, N.A., as Administrative Agent for the Secured Parties (as defined below).

Reference is made to the U.S. Security Agreement dated as of May 18, 2012, (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Parent Borrower, certain Subsidiaries of the Parent Borrower from time to time party thereto and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Parent Borrower are set forth in the Credit Agreement dated as of May 18, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, Bausch & Lomb B.V., as Dutch Subsidiary Borrower, Holdings, Citibank, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, JPMorgan Chase Bank, N.A., as an L/C Issuer, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Parent Borrower and the Dutch Subsidiary Borrower and will derive substantial benefits from the extension of credit to the Parent Borrower and the Dutch Subsidiary Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, 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 following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, except for any Excluded Assets (collectively, the "Patent Collateral"):

All letters Patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters Patent of the United States or the equivalent thereof in any other country in or to which any Grantor now or hereafter has any right, title or interest therein, including registrations, recordings and pending applications in the USPTO or any similar offices in any other country, including those set forth on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed

therein, including the right to make, use and/or sell the inventions disclosed or claimed therein

Section 3. Termination. This Agreement is made to secure the satisfactory payment of the Obligations. This Patent Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Liens arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor, at such Grantor's expense, as such Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such satisfactory payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

Section 4. Supplement to the Security Agreement. 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

*[Signatures on following page]*

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: A. Robert D. Bailey

Title: Executive Vice President

**BAUSCH & LOMB INCORPORATED,**

as the Parent Borrower,

By: 

Name: A. Robert D. Bailey

Title: Executive Vice President

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

By: 

Name: A. Robert D. Bailey

Title: Authorized Signatory

CITIBANK, N.A.,  
as Administrative Agent

By: 

Name:

Alvaro De Velasco

Title:

Vice President  
(212) 816-4112

## 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. eyeonics, inc.
13. Iolab Corporation
14. RHC Holdings, Inc.
15. Sight Savers, Inc.
16. Wilmington Management Corp.\*
17. Wilmington Partners L.P.\*
18. B&L Minority Dutch Holdings LLC

Note: Entities with an asterisk (\*) shall be Grantors except for purposes of Sections 2.03(g) and (h) and Sections 3.02(b), (c) and (d) of the U.S. Security Agreement. Obligations of such entities under this Agreement are deemed not to be material provisions hereunder, and Patent Collateral owned by such entities is deemed not to be a material portion of the Patent Collateral hereunder, in each case for purposes of Sections 8.01(j) and (k) of the Credit Agreement.



**Schedule I**

**Short Particulars of U.S. Patent Collateral**

**I. Patents**

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
BAUSCH & LOMB INCORPORATED	COMPOSITIONS AND METHODS FOR TREATING, REDUCING, AMELIORATING, OR PREVENTING INFECTIONS	8173640	05/06/2028
BAUSCH & LOMB INCORPORATED	INDEPENDENT SURGICAL CENTER	8177776	02/24/2029
BAUSCH & LOMB INCORPORATED	PERFLUOROCYCLOBUTANE COPOLYMERS	8183325	12/20/2027
BAUSCH & LOMB INCORPORATED	CONTACT LENS (DESIGN)	D660893	05/29/2026
BAUSCH & LOMB INCORPORATED	IRIS PATTERN RECOGNITION AND ALIGNMENT	8186830	05/10/2021
BAUSCH & LOMB INCORPORATED	POLYMERIZABLE SURFACTANTS AND THEIR USE AS DEVICE FORMING COMONOMERS	8197841	09/15/2027
BAUSCH & LOMB INCORPORATED	TRIFLUOROVINYL AROMATIC CONTAINING POLY(ALKYL ETHER) PREPOLYMERS	8198375	11/18/2026
BAUSCH & LOMB INCORPORATED	METHOD AND APPARATUS FOR THE DRY RELEASE OF A COMPLIANT OPHTHALMIC ARTICLE FROM A MOLD SURFACE	8221659	08/14/2029
BAUSCH & LOMB INCORPORATED	QUINOLONE CARBOXYLIC ACIDS, DERIVATIVES THEREOF, AND METHODS OF MAKING AND USING SAME	8227597	02/08/2027

**II. Patent Applications**

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Date Filed</u>
JOINTLY OWNED – BAUSCH & LOMB INCORPORATED AND TPV	SYSTEM AND METHOD FOR CREATING A CUSTOMIZED ANATOMICAL MODEL OF AN EYE	61/636582	04/20/2012
BAUSCH & LOMB INCORPORATED	SYSTEM AND METHOD FOR IN SITU CREATION OF A SMALL APERTURE INTRAOCULAR LENS	61/636837	04/23/2012
BAUSCH & LOMB INCORPORATED	OPTICAL BENCH IMPLEMENTED WITH ADAPTIVE OPTICS	61/642726	05/04/2012
BAUSCH & LOMB INCORPORATED	METHOD OF MAKING A FULLY POLYMERIZED UV BLOCKING SILICONE HYDROGEL LENS	13/480651	05/25/2012

BAUSCH & LOMB INCORPORATED	FULLY POLYMERIZED UV BLOCKING SILICONE HYDROGEL LENS	13/480648	05/25/2012
BAUSCH & LOMB INCORPORATED	FIBER OPTIC ILLUMINATOR PROVIDING A WIDE ANGLE ILLUMINATION PATTERN	13/483741	05/30/2012
JOINTLY OWNED - BAUSCH & LOMB INCORPORATED AND TPV	POSTERIOR CAPSULOTOMY USING LASER TECHNIQUES	61/671312	07/31/2012
BAUSCH & LOMB INCORPORATED	LIGHT ABSORBING COMPOUNDS FOR OPTICAL POLYMERS	61/674540	07/23/2012

**III. Patent Licenses**

<u>Licensee</u>	<u>Licensor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None				