

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	11/01/2012

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:	8246631
Patent Number:	8246168
Patent Number:	8246579
Patent Number:	8252053
Patent Number:	8254724
Patent Number:	8252783
Patent Number:	8252850
Patent Number:	8262952
Patent Number:	8273914
Patent Number:	8282594
Patent Number:	8283463
Application Number:	13600723
Application Number:	61698411
Application Number:	13606362
Application Number:	61698882

OP \$680.00 8246631

Application Number:	61705307
Application Number:	61710980

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	38237
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 8
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PATENT SECURITY AGREEMENT
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of November 1, 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.

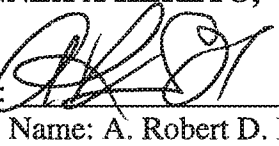
WP PRISM INC.,
as Holdings

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: Nami McManus
Title: Managing Director

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

U.S. Patent Collateral

(Updates from July 25, 2012 through October 15, 2012)

Patents

I. Patents Granted/Issued

Grant Date	Patent No.	Expiration Date	Title	Owner
8/21/2012	8246631	04/21/2026	TWO STAGE PLUNGER FOR INTRAOCULAR LENS INJECTOR	BAUSCH & LOMB INCORPORATED
08/21/2012	8246168	12/06/2030	METHACRYLATE-BASED BULKY SIDE-CHAIN SILOXANE CROSS LINKERS FOR OPTICAL MEDICAL DEVICES	BAUSCH & LOMB INCORPORATED
8/21/2012	8246579	11/25/2029	SURGICAL SYSTEM HAVING MEANS FOR PRESSURIZING VENTING VALVE	BAUSCH & LOMB INCORPORATED
8/28/2012	8252053	1/28/2027	INTRAOCULAR LENS INJECTOR APPARATUS AND METHODS OF USE	BAUSCH & LOMB INCORPORATED
8/28/2012	8254724	5/29/2031	METHOD AND APPARATUS FOR MAKING AND PROCESSING ABERRATION MEASUREMENTS	BAUSCH & LOMB INCORPORATED
8/28/2012	8252783	2/8/2027	QUINOLONE CARBOXYLIC ACIDS, DERIVATIVES THEREOF, AND METHODS OF MAKING AND USING SAME	BAUSCH & LOMB INCORPORATED
8/28/2012	8252850	7/13/2028	CROSSLINK AGENTS	BAUSCH & LOMB INCORPORATED
9/11/2012	8262952	10/02/2030	MOLDS FOR PRODUCTION OF OPHTHALMIC DEVICES	BAUSCH & LOMB INCORPORATED
9/25/2012	8273914	6/27/2031	PROCESS FOR PREPARING VINYL CHLOROFORMATE	BAUSCH & LOMB INCORPORATED
10/9/2012	8282594	3/01/2031	NON-CIRCULAR PORTED PHACOEMULSIFICATION IRRIGATION SLEEVE	BAUSCH & LOMB INCORPORATED
10/9/2012	8283463	1/03/2031	STERILE HYALURONIC ACID SOLUTIONS	BAUSCH & LOMB INCORPORATED

II. Patent Applications

Application Date	Application No.	Title	Current Owner
8/31/2012	13/600723	OPHTHALMIC GEL COMPOSITIONS	BAUSCH & LOMB INCORPORATED
9/7/2012	61/698411	VIBRATING SURGICAL DEVICE FOR REMOVAL OF VITREOUS AND OTHER TISSUE	BAUSCH & LOMB INCORPORATED
9/7/2012	13/606362	INTRAOCULAR LENS INJECTOR ASSEMBLY INCLUDING A SHUTTLE AND METHOD OF USING SAME	BAUSCH & LOMB INCORPORATED
9/10/2012	61/698882	SYSTEM AND METHOD FOR ASSESSING VISION CORRECTION	BAUSCH & LOMB INCORPORATED
9/25/2012	61/705307	POLYETHER-POLYAMIDE PLASTICS FOR SURGICAL APPLICATIONS	BAUSCH & LOMB INCORPORATED
10/8/2012	61/710980	LENS CARE COMPOSITION AND METHOD FOR MINIMIZING BIOLOGICAL LIPID DEPOSITS ON CONTACT LENSES	BAUSCH & LOMB INCORPORATED