

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ISTA Pharmaceuticals, LLC	07/26/2013
RECEIVING PARTY DATA	
Name:	Bausch & Lomb Pharma Holdings Corp.
Street Address:	One Bausch & Lomb Place
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14604
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	5866120
Patent Number:	6039943
Patent Number:	6551590
Patent Number:	6939542
Patent Number:	6610292
Patent Number:	6863886
Patent Number:	6161544
Patent Number:	7141610
Application Number:	61727940
Application Number:	13505426
Application Number:	13462375
Application Number:	13505438
Application Number:	13462466
Application Number:	11755662
Application Number:	12867470

CH \$800.00 5866120

Application Number:	13649271
PCT Number:	WO2012059653
Application Number:	13369452
Application Number:	61566399
Patent Number:	8372814

CORRESPONDENCE DATA

Fax Number: 5853388706

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5853388417

Email: suzanne.russo@bausch.com

Correspondent Name: Bausch & Lomb Pharma Holdings Corp.

Address Line 1: One Bausch & Lomb Place

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	ISTA PATENTS
NAME OF SUBMITTER:	Toan P. Vo
Signature:	/Toan P. Vo, Reg. #43,225/
Date:	08/15/2013

Total Attachments: 9

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Assignment**”) dated as of July 26, 2013 (the “**Effective Date**”), is made by and between ISTA Pharmaceuticals, LLC (“**Assignor**”) and Bausch & Lomb Pharma Holdings Corp. (“**Assignee**”).

WITNESSETH:

WHEREAS, on July 26, 2013, ISTA Pharmaceuticals, Inc. was converted, in accordance with the laws of the State of Delaware, into a limited liability company and changed its name to ISTA Pharmaceuticals, LLC (the “Assignor”);

WHEREAS, Assignor is the owner of the patents and patent applications identified on Schedule A to this Assignment (collectively, the “**Patents**”);

WHEREAS, pursuant to that certain Assumption and Assignment Agreement, dated as of July 26, 2013, by and between Assignor and Assignee, Assignor has agreed to assign the Transferred Assets, including the Patents, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Assumption and Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to (a) the Patents, including all divisionals, continuations, continuations-in-part, provisionals, reissues, renewals, extensions, supplementary protection certificates, invention certificates, design patents, patents of addition, utility models, registrations, reregistrations, renewals, reexaminations or interferences of any of the Patents, and (b) the right to bring an action in law or in equity for any past, present or future infringement of any of the Patents, and to collect all damages, settlements and proceeds relating to the Patents.

2. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The parties shall cooperate to execute and deliver such other documents and take such other actions as reasonably necessary to effect the intent hereof.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Assumption and Assignment Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Assumption and Assignment Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Assumption

and Assignment Agreement, the terms of the Assumption and Assignment Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

4. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ISTA PHARMACEUTICALS, LLC

By

Name: John F. LaFave

Title: Secretary

BAUSCH & LOMB PHARMA
HOLDINGS CORP.

By

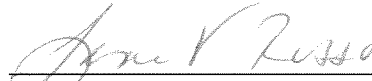
Name: John F. LaFave

Title: Secretary

[Patent Assignment]

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss.:

On this 26th day of July 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared John F. LaFave, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of ISTA Pharmaceuticals, LLC, a Delaware limited liability company, as the Secretary of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



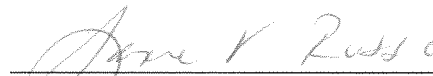
Notary Public

Suzanne V Russo
Notary Public State of New York
Monroe County
Lic. #01RU4650186
Comm. Exp. _____

OCTOBER 31, 2017

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss.:

On this 26th day of July 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared John F. LaFave, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Bausch & Lomb Pharma Holdings Corp., a Delaware corporation, as the Secretary of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

Suzanne V Russo
Notary Public State of New York
Monroe County
Lic. #01RU4650186
Comm. Exp. _____

OCTOBER 31, 2017

Schedule A

Patents and Patent Applications

Docket No.	Country	Status	Appl. Date	Appl. No.	Publ. Date	Publ. No.	Grant Date	Patent No.	Title
P05495	Australia	ISSUED	11/20/96	2000053402			03/13/03	754980	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD
P05495	Canada	ISSUED	11/20/96	2238360			09/01/09	2238360	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD
P05495	Japan	ISSUED	05/22/98	10-550719			02/06/09	4256941	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS
P05495	Mexico	ISSUED	11/20/96	PA/a/1998/004051			04/25/03	213916	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD
P05495	United States	ISSUED	11/22/95	08/561636			02/02/99	5866120	HYALURONIDASE PREPARATION FOR OPHTHALMIC ADMINISTRATION AND ENZYMATIC METHODS FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS BODY OF THE EYE
P05495	United States	ISSUED	08/24/98	09/139282			03/21/00	6039943	METHOD FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS BODY WITH HYALURONIDASE

P05495	United States	ISSUED	12/02/99	09/453012	06/13/02	2002-0071837-A1	04/22/03	6551590	HYALURONIDASE PREPARATION FOR OPHTHALMIC ADMINISTRATION AND ENZYMATIC METHODS FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS BODY OF THE EYE
P05495	United States	ISSUED	02/14/03	10/369372	07/10/03	2003-0129182-A1	09/06/05	6939542	HYALURONIDASE PREPARATION FOR OPHTHALMIC ADMINISTRATION AND ENZYMATIC METHODS FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS BODY OF THE EYE
P05495	United States	ISSUED	11/19/99	09/444003	11/07/02	2002-0164316-A1	08/26/03	6610292	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS
P05495	United States	ISSUED	02/21/03	10/371850	09/11/03	2003-0170224-A1	03/08/05	6863886	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS
P05500	United States	ISSUED	01/28/98	09/014955			12/19/00	6161544	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY
P05502	United States	ISSUED	05/31/02	10/160135	09/04/03	2003-0165486-A1	11/28/06	7141610	COMPOSITIONS AND METHODS FOR THE INDUCTION AND TREATMENT OF RETINAL DETACHMENT
P05542	United States	PENDING	11/19/12	61/727940					AQUEOUS LIQUID COMPOSITION CONTAINING 2-AMINO-3-(4-BROMOBENZOYL)PHENYLACETIC ACID
P05562	Brazil	PENDING	10/06/11	1120130082445					BEPOTASTINE COMPOSITIONS

P05562	Canada	PENDING	10/06/11	2813748						BEPOTASTINE COMPOSITIONS
P05562	China P.R.	PENDING	10/06/11	201180048106.3						BEPOTASTINE COMPOSITIONS
P05562	European Patent Convention	PENDING	10/06/11	11831558.9						BEPOTASTINE COMPOSITIONS
P05562	Indonesia	PENDING	10/06/11	W-00201301691						BEPOTASTINE COMPOSITIONS
P05562	Japan	PENDING	10/06/11	PCT/US2011/055011						BEPOTASTINE COMPOSITIONS
P05562	Mexico	PENDING	10/06/11	MX/a/2013/003152						BEPOTASTINE COMPOSITIONS
P05562	Republic of Korea	PENDING	10/06/11	10-2013-7011613						BEPOTASTINE COMPOSITIONS
P05562	United States	PUBLISHED	10/06/11	13/505426	02/21/13			2013-0046240-A1		BEPOTASTINE COMPOSITIONS
P05562	United States	PUBLISHED	10/06/11	13/462375	09/06/12			2012-0225905-A1		BEPOTASTINE COMPOSITIONS
P05563	Australia	PENDING	01/03/12	2012204557						BEPOTASTINE COMPOSITIONS
P05563	Brazil	PENDING	01/03/12	BR - PCT/US2012/020028						BEPOTASTINE COMPOSITIONS
P05563	Canada	PENDING	01/03/12	PCT/US2012/020028						BEPOTASTINE COMPOSITIONS
P05563	China P.R.	PENDING	01/03/12	PCT/US2012/020028						BEPOTASTINE COMPOSITIONS
P05563	European Patent Convention	PENDING	01/03/12	12732455.6						BEPOTASTINE COMPOSITIONS

P05563	Indonesia	PENDING	01/03/12	PCT/US2012/020028					BEPOTASTINE COMPOSITIONS
P05563	Japan	PENDING	01/03/12	PCT/US2012/020028					BEPOTASTINE COMPOSITIONS
P05563	Mexico	PENDING	01/03/12	PCT/US2012/020028					BEPOTASTINE COMPOSITIONS
P05563	Republic of Korea	PENDING	01/03/12	PCT/US2012/020028					BEPOTASTINE COMPOSITIONS
P05563	United States	PUBLISHED	01/03/12	13/505438	12/20/12	2012-0323178A1			BEPOTASTINE COMPOSITIONS
P05563	United States	PUBLISHED	01/03/12	13/462466	10/11/12	2012-0255544A1			BEPOTASTINE COMPOSITIONS
P05564	United States	PUBLISHED	01/16/04	11/755662	12/13/07	2007-0287749-A1			AQUEOUS LIQUID PREPARATION CONTAINING 2-AMINO-3-(4-BROMOBENZOLY)PHENYLACETIC ACID CIP of US 8,129,431
P05565	Canada	PENDING	02/19/09	2716110					OPHTHALMIC NSAIDS AS ADJUVANTS
P05565	Mexico	PENDING	02/19/09	MX/a/2010/009141					OPHTHALMIC NSAIDS AS ADJUVANTS
P05565	United States	PUBLISHED	02/19/09	12/867470	03/03/11	2011-0054031-A1			OPHTHALMIC NSAIDS AS ADJUVANTS
P05566	Patent Cooperation Treaty	PUBLISHED	10/11/12	PCT/US2012/059653	04/18/13	WO 2013/055856			OCULAR COMPOSITION CONTAINING BROMFENAC WITH INCREASED BIOAVAILABILITY
P05566	United States	PUBLISHED	10/11/12	13/649271	04/18/13	2013-0096199-A1			OCULAR COMPOSITION CONTAINING BROMFENAC WITH INCREASED BIOAVAILABILITY
P05567	Canada	ISSUED	04/25/06	2603902			04/23/13	2603902	OPHTHALMIC FORMULATIONS AND USES THEREOF

P05567	United States	ISSUED	06/07/05	11/146652	08/17/06	2006-0183698-A1	02/12/13	8372814	OPHTHALMIC FORMATIONS AND USES THEREOF
P05567	United States	PENDING	02/09/12	13/369452	08/02/12	2012-0195972-A1			OPHTHALMIC FORMATIONS AND USES THEREOF
P05568	United States	EXPIRED	12/02/11	61/566399					METHODS OF TREATING OCULAR DISORDERS WITH COMPOUNDS FOUND IN HARDERIAN GLAND SECRETIONS