

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2718232

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>LABORATOIRE CHAUVIN S.A.S</td> <td>02/06/2014</td> </tr> <tr> <td>CHAUVIN OPSIA S.A.S</td> <td>02/06/2014</td> </tr> </tbody> </table>		Name	Execution Date	LABORATOIRE CHAUVIN S.A.S	02/06/2014	CHAUVIN OPSIA S.A.S	02/06/2014				
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CHAUVIN OPSIA S.A.S	02/06/2014										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT</td> </tr> <tr> <td>Street Address:</td> <td>200 WEST STREET</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10282</td> </tr> </table>		Name:	GOLDMAN SACHS LENDING PARTNERS LLC, AS COLLATERAL AGENT	Street Address:	200 WEST STREET	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10282
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PROPERTY NUMBERS Total: 3											
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CORRESPONDENCE DATA											
<p>Fax Number:</p> <p>Email: marina.kelly@thomsonreuters.com</p> <p><i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i></p> <p>Correspondent Name: KEN TAN, LEGAL ASSISTANT</p> <p>Address Line 1: 80 PINE STREET</p> <p>Address Line 2: C/O CAHILL GORDON & REINDEL LLP</p> <p>Address Line 4: NEW YORK, NEW YORK 10005</p>											
NAME OF SUBMITTER:	KEN TAN, LEGAL ASSISTANT										
Signature:	/Marina Kelly, Thomson Reuters/										
Date:	02/07/2014										

PATENT

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 6, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (the "**Grantors**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS the Grantors are subject to, and are made party to, the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which such Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the "**Patent Collateral**"):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, but in any case excluding any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the

Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

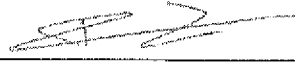
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

LABORATOIRE CHAUVIN S.A.S.

By: 
Name: Pierre Guibourg
Title: President

CHAUVIN OPSIA S.A.S.

By: _____
Name: Marcin Jedrzejuk
Title: President

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

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LABORATOIRE CHAUVIN S.A.S.

By: _____
Name: Pierre Guibourg
Title: President

CHAUVIN OPSIA S.A.S.

By: _____
Name: Marcin Jędrzejuk
Title: President

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

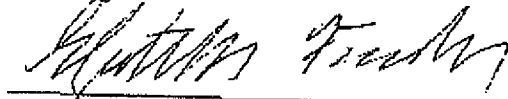
By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Name:

Title: **Elizabeth Fischer**
Authorized Signatory

[Signature Page to Patent Security Agreement]

**SCHEDULE A
to
PATENT SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

B&L (France) Patent Schedule

U.S. Patents

Patent Title	Jurisdiction	Patent No. (App. No.)	Issue Date (App. Date)	Owner	Status
Novel fluorinated organic compounds, ophthalmological applications thereof and method for making same	United States	6040485	3/21/2000	Chauvin Opsia S.A.S.	Issued
Sclerotomy Implant	United States	5879319	3/9/1999	Chauvin Opsia S.A.S.	Issued
Ophthalmic Composition Comprising A Beta-Blocker	United States	6399605	6/4/2002	Laboratoire Chauvin S.A.S.	Issued