

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAUSCH & LOMB INCORPORATED		10/24/2011	CORPORATION: NEW YORK
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		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85390910	NULOTE	
Serial Number:	85422534	VICTUS	
Serial Number:	85422551	BAUSCH + LOMB VICTUS	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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:	37452		

OP \$90.00 85390910

900205828

**TRADEMARK
 REEL: 004650 FRAME: 0990**

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/28/2011
Total Attachments: 6 source=37452#page1.tif source=37452#page2.tif source=37452#page3.tif source=37452#page4.tif source=37452#page5.tif source=37452#page6.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK 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 Trademark Security Agreement dated as of October 26, 2007 (the "Trademark Security Agreement"), pursuant to which each Grantor grants to the Administrative Agent a security interest in certain Trademark Collateral (as defined therein), including those Trademarks set forth in Schedule I to the Trademark Security Agreement;

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

WHEREAS, capitalized terms used in this Supplement have the meanings specified or referenced in the Trademark 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 Trademark 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 Trademarks set forth in Exhibit A hereto (the "Additional Trademark Collateral"), which shall be deemed incorporated into and part of Schedule I of the Trademark 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 Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark 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 Trademarks 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 Trademark Security Agreement.

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

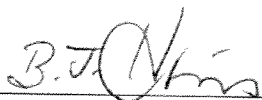
[Signatures on following page]

Supplemental Trademark
Security Agreement

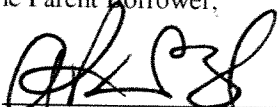
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


WP PRISM INC.,
as Holdings

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

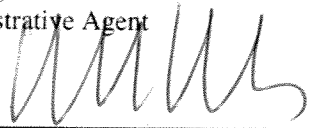
BAUSCH & LOMB INCORPORATED,
as the Parent Borrower,

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 BUDDHEW**
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 V Plex 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

(From July 20, 2011 through October 18, 2011)

Trademarks, Service Marks, Trademark Applications and Trademark Licenses

I. Trademark Registrations

None.

II. Trademark Applications

Application Date	Application No.	Title	Owner/Grantor
8/5/2011	85/390910	NULOTE	BAUSCH & LOMB INCORPORATED
9/14/2011	85/422534	VICTUS	BAUSCH & LOMB INCORPORATED
9/14/2011	85/422551	BAUSCH + LOMB VICTUS	BAUSCH & LOMB INCORPORATED