

# 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		03/20/2008	CORPORATION: NEW YORK
WP Prism Inc.		03/20/2008	CORPORATION: DELAWARE
B&L CRL Inc.		03/20/2008	CORPORATION: DELAWARE
B&L CRL Partners L.P.		03/20/2008	LIMITED PARTNERSHIP: DELAWARE
B & L Domestic Holdings Corp.		03/20/2008	CORPORATION: DELAWARE
B&L Financial Holdings Corp.		03/20/2008	CORPORATION: DELAWARE
B&L SPAF Inc.		03/20/2008	CORPORATION: DELAWARE
B&L VPlex Holdings, Inc.		03/20/2008	CORPORATION: CALIFORNIA
Bausch & Lomb China, Inc.		03/20/2008	CORPORATION: DELAWARE
Bausch & Lomb International Inc.		03/20/2008	CORPORATION: NEW YORK
Bausch & Lomb Realty Corporation		03/20/2008	CORPORATION: NEW YORK
Bausch & Lomb South Asia, Inc.		03/20/2008	CORPORATION: DELAWARE
Bausch & Lomb Technology Corporation		03/20/2008	CORPORATION: DELAWARE
Iolab Corporation		03/20/2008	CORPORATION: CALIFORNIA
RHC Holdings, Inc.		03/20/2008	CORPORATION: DELAWARE
Sight Savers, Inc.		03/20/2008	CORPORATION: DELAWARE
Wilmington Management Corp.		03/20/2008	CORPORATION: DELAWARE
Wilmington Partners L.P.		03/20/2008	LIMITED PARTNERSHIP: DELAWARE
B&L Minority Dutch Holdings LLC		03/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

TRADEMARK

900102487

REEL: 003746 FRAME: 0353

OP \$240.00 3327551

Entity Type:

Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3327551	
Registration Number:	3357750	HEALTHY START
Registration Number:	3376617	TRULINK
Registration Number:	3380415	SOOTHE
Registration Number:	3386560	STELLARIS
Registration Number:	3393316	ALAWAY
Registration Number:	3389648	BAUSCH & LOMB MILLENNIUM
Serial Number:	77328877	OPTURA
Serial Number:	77328895	VELIRIS

## CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

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:	33091
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/25/2008

## Total Attachments: 7

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2009) Tab settings:	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Bausch & Lomb Incorporated - NY WP Prism Inc. Please see attached Schedule I <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Credit Suisse</u> Internal Address: _____ Street Address: <u>11 Madison Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10010</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Bank</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 20, 2008</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) PLEASE SEE ATTACHED Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	B. Trademark Registration No.(s) PLEASE SEE ATTACHED	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Penelope J.A. Agodua</u> Internal Address: <u>IP Research Plus, Inc.</u> _____ _____ Street Address: <u>31 Tudorcrest Circle</u> _____ City: <u>Waldorf</u> State: <u>MD</u> Zip: <u>20602</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px 10px;">2</span> 7. Total fee (37 CFR 3.41) .....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Jeffrey Laub</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>3/25/08</u>            Date         </div> </div>		

Total number of pages, including cover sheet, attachments, and document: 1  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 003746 FRAME: 0355

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2008 (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, 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.

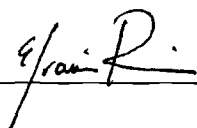
Section 3. Incorporation by Reference. The provisions of the Trademark Security Agreement are hereby incorporated by reference, and shall remain in full force and effect.

*[Signatures on following page]*

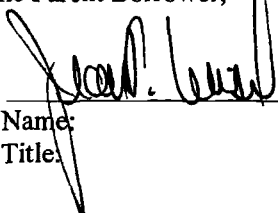
Supplemental Trademark  
Security Agreement

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

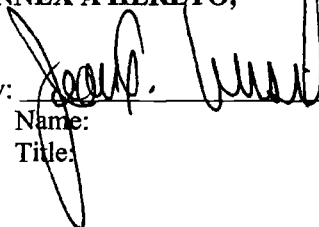
**WP PRISM INC.,**  
as Holdings

By:   
Name:  
Title:

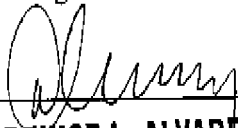
**BAUSCH & LOMB INCORPORATED,**  
as the Parent Borrower,

By:   
Name:  
Title:

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

By:   
Name:  
Title:

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH,**  
as Administrative Agent

By:   
Name: **DENISE L. ALVAREZ**  
Title: **VICE PRESIDENT**

By:   
Name: **JAMES NEIRA**  
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 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. 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

**EXHIBIT A**

**UNITED STATES Trademarks, Service Marks, Trademark Applications and Trademark Licenses**

(see attached page)



I. Trademarks Registered or Acquired Since October 27, 2007\*

Mark (Profile Name)	Country Name	TM status	Application #	App. Date	Registration #	Reg. Date
RENU MULTIPLUS- CIRCL	United States	Registered	788446153	3/23/2006	3327551	October 30, 2007
HEALTHY START	United States	Registered	864884/784	4/19/2006	3357750	December 18, 2007
TRULINK	United States	Registered	959615/788	8/24/2006	3376617	January 29, 2008
SOOTHE	United States	Registered	102918/772	2/8/2007	3380415	February 12, 2008
STELLARIS	United States	Registered	781107/781	12/27/2005	3386560	February 19, 2008
ALAWAY	United States	Registered	788901545	5/23/2006	3393316	March 4, 2008
BAUSCH & LOMB MILLENNIUM	United States	Registered			3389648	February 26, 2008

II. Trademark Applications Filed or Acquired Since October 27, 2007\*

Mark (Profile Name)	Country Name	TM status	Application #	App. Date	Registration #	Reg. Date
OPTURA	United States	Application	77/328877	11/14/07		
VELIRIS	United States	Application	77/328895	11/14/07		

\* All trademarks and trademark applications listed are held by Bausch & Lomb Incorporated.

TRADEMARK

RECORDED: 03/25/2008

REEL: 003746 FRAME: 0361