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**Certificate of Mailing - 37 CFR 1.8(a)**

I hereby certify that this correspondence being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, DC 20231, on the date below.

7/14/99  
Date

Sherril A. Moscato  
Sherril A. Moscato

COVER SHEET

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To the Honorable Commissioner of Patents and Trademarks: Please receive the attached original documents or copy thereof:

<p>1. Name and address of conveying party:</p> <p>Charles River Spafas, Inc. c/o Charles River Laboratories, Inc. 251 Ballardvale Street Wilmington, Massachusetts 01887</p> <p><input checked="" type="checkbox"/> A Delaware Corporation</p>	<p>2. Name and address of receiving party:</p> <p>CRL Holdings, Inc. c/o Bausch &amp; Lomb Incorporated One Bausch &amp; Lomb Place Rochester, New York 14604</p> <p><input checked="" type="checkbox"/> A Delaware Corporation</p>
<p>3. Nature of conveyance: Assignment</p> <p>Execution Date: July 9, 1999</p>	<p>4. Trademark Registration No.: 946,611</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>James D. Kole, Esq. Nixon Peabody LLP Clinton Square Post Office Box 1051 Rochester, New York 14603</p>	<p>6. Total number of Applications/Registrations involved:</p> <p>1</p> <p style="text-align: right;">40E</p>
<p>7. Total fee (37 CFR 3.41)</p> <p><input type="checkbox"/> Check is enclosed.</p>	<p>8. Deposit Account Number: 14-1138</p> <p><input checked="" type="checkbox"/> Charge fees to deposit account.</p>
<p>DO NOT USE THIS SPACE</p>	

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. Charges to deposit account are authorized.

James D. Kole

7/14/99  
Date

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[Total number of pages including Cover Sheet and Assignment Certificate: 5 ]

UNITED STATES

ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

WHEREAS, CHARLES RIVER SPAFAS, INC. ("SPAFAS" or "ASSIGNOR"), a Delaware corporation, having a place of business at c/o Charles River Laboratories, Inc., 251 Ballardvale Street, Wilmington, Massachusetts 01887 is the owner of certain trademarks identified in the annexed Schedule A which are registered or pending in the United States Patent and Trademark Office;

WHEREAS, CRL Holdings, Inc. ("ASSIGNEE"), a Delaware corporation, having its principal place of business at c/o Bausch & Lomb Incorporated, One Bausch & Lomb Place, Rochester, New York 14604, is desirous of acquiring said trademark registrations and applications;

NOW, THEREFORE, in consideration of and in exchange for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt thereof is hereby acknowledged:

1. ASSIGNOR does hereby assign to ASSIGNEE, those U.S. trademarks, trade names and service marks, whether registered or unregistered, and all applications relating thereto, used in the Domestic Business as of the Contribution Date including, without limitation, those listed on Schedule A hereto (subject to existing licenses, agreements, undertakings, declarations, limitations, and consents)(the "Trademarks").

2. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such terms in the Contribution Agreement (the "Contribution Agreement"), dated as of July 9, 1999, between ASSIGNOR and ASSIGNEE.

3. To the extent that the sale, transfer, conveyance, assignment or delivery or attempted sale, transfer, conveyance, assignment or delivery to ASSIGNEE of any Trademark is prohibited by any applicable law or would require any governmental entity or other third party authorizations, approvals, consents or waivers and such authorizations, approvals, consents or waivers shall not have been obtained, this instrument shall not constitute a sale, transfer, conveyance, assignment or delivery, or an attempted sale, transfer, conveyance, assignment or delivery, thereof.

4. ASSIGNOR does hereby irrevocably constitute and appoint ASSIGNEE, its successors and assigns, the true and lawful attorney of ASSIGNOR with full power of substitution in the name and stead of ASSIGNOR, on behalf and for the benefit of ASSIGNEE, its successors and assigns, to: (i) execute any documents and instruments as may be reasonably necessary to fully vest ASSIGNOR's ownership, rights and privileges in the Trademarks in ASSIGNEE, (ii) demand, collect and receive any and all of the Trademarks transferred, conveyed, assigned, or delivered by ASSIGNOR to ASSIGNEE pursuant to the Contribution Agreement and to give receipts and releases for and in respect to the same or any part thereof; (iii) endorse any notes, checks, drafts or other evidences of payment with respect to the Trademarks; (iv) receive and open all mail, telegrams and other communications, and all express

and other packages, addressed to ASSIGNOR, and to retain the same insofar as they relate to the Trademarks; (v) commence and prosecute any and all suits, actions or proceedings against third parties at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any part of the Trademarks or to enforce any rights in respect thereof; (vi) enforce all of ASSIGNOR's rights and powers under and pursuant to any and all agreements with respect to the Trademarks; and (vii) do all acts and things consistent with the Contribution Agreement in relation to the Trademarks that ASSIGNEE, its successors or assigns, may deem desirable.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed this 9<sup>th</sup> day of July, 1999.

CHARLES RIVER SPAFAS, INC.

By:



Alan H. Resnick  
Treasurer

**Schedule A**

Attached

SPAFAS, INCORPORATED - TRADEMARKS

Trademark	Country	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No
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SPAFAS DESIGN	United States	REGISTERED	21AUG1992	72/407037	07NOV1992	946611
SPAFAS						
CLASS/GOODS:						

1

INOCULATED BIRDS' EGGS USED IN BIOLOGICAL AND MEDICAL RESEARCH	Australia	REGISTERED	20JAN1994	458658	20JAN1994	4458658
SPAFAS DESIGN						
SPAFAS						
CLASS/GOODS:						

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INOCULATED BIRDS EGGS USED IN BIOLOGICAL AND MEDICAL RESEARCH	Austria	REGISTERED	19JEL1979	AM1667/79	31OCT1989	92214
SPAFAS DESIGN						
SPAFAS						
CLASS/GOODS:						

1

INOCULATED BIRDS EGGS USED IN BIOLOGICAL AND MEDICAL RESEARCH	Belgium	REGISTERED	20JEL1979	42331	20JEL1989	359318
SPAFAS DESIGN						
SPAFAS						
CLASS/GOODS:						

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PHARMACEUTICAL, VETERINARY AND SANITARY PREPARATIONS, DIETETIC SUBSTANCES ADAPTED FOR MEDICAL USE, FOOD FOR BABIES, PLASTERS, MATERIALS FOR DRESSINGS, MATERIAL FOR STOPPING TEETH, DENTAL WAX, DISINFECTANTS, PREPARATIONS FOR DESTROYING VERMIN, FUNGICIDES, HERBICIDES.

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AGRICULTURAL, HORTICULTURAL AND FORESTRY PRODUCTS, AND GRAINS NOT INCLUDED IN OTHER CLASSES, LIVING ANIMALS, FRESH FRUITS AND VEGETABLES, SEEDS, NATURAL PLANTS AND FLOWERS, FOOD-STUFFS FOR ANIMALS, MALT.