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U.S. Patent & TMO/TM Mail Rcpt Dt. #22

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original

1. Name of conveying party(ies):

Wilmington Partners L.P.  
c/o Bausch + Lomb Incorporated  
One Bausch + Lomb Place  
Rochester NY 14604

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: B+L International Holdings Corp  
Internal Address: c/o Bausch + Lomb Incorporated  
Street Address: One Bausch + Lomb Place  
City: Rochester State: NY ZIP: 14604

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 4, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Attached  
Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jon O. Webster

Internal Address: Bausch + Lomb Incorporated

Street Address: One Bausch + Lomb Place

City: Rochester State: NY ZIP: 14604

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41): \$ 590.<sup>00</sup>

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-1427

(Attach duplicate copy of this page if paying by deposit account)

12/06/1999 DNGUYEN 00000655 021427 74640777

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 CH  
550.00 CH

9. Statement and signature.

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.

Jon O. Webster

Name of Person Signing

*Jon O. Webster 11/12/99*

Signature

Date

Total number of TRADEMARK sheets

REEL: 002005 FRAME: 0284

SCHEDULE A - U.S. TRADEMARKS - WILMINGTON PARTNERS L.P.

Trademark	Country	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No
AERCOR	United States	REGISTERED	01MR1995	74/640777	11NO1997	2112644
BOSTON	United States	REGISTERED	24DE1986	637146	22MR1988	1481429
BOSTON	United States	REGISTERED	08AU1989	73/817949	24JL1990	1607115
BOSTON 7	United States	REGISTERED	05NO1993	74/456621	05MR1996	1960776
BOSTON 7 AND DESIGN	United States	REGISTERED	05NO1993	74/456188	09JA1996	1947301
BOSTON ADVANCE	United States	REGISTERED	20DE1994	74/613983	19DE1995	1942628
BOSTON ADVANCE DESIGN	United States	REGISTERED	18JA1991	74/132325	28AP1992	1684272
BOSTON ADVANCE DESIGN	United States	APPLC. PENDING	13OC1998	75/749025		
BOSTON EO	United States	APPLC. PENDING	31MR1998	75/459821		
BOSTON ES	United States	REGISTERED	18OC1994	74/587263	22OC1996	2010780
BOSTON MULTIVISION	United States	APPLC. PENDING	21MY1997	75/295583		
BOSTON MV	United States	REGISTERED	12JE1997	75/307854	27AP1999	2241961
BOSTON RXD	United States	REGISTERED	09NO1989	73/837488	09OC1990	1616526
BOSTON SIMPLICITY	United States	REGISTERED	09SE1994	74/571386	24SE1996	2003517
ENVISTON	United States	REGISTERED	04MY1990	74/055981	12MY1992	1687040
ENVISTON	United States	APPLC. PENDING	21JA1999	75/624079		
EQUALENS	United States	REGISTERED	24DE1986	637156	21JL1987	1448322
EQUALENS MISCELLANEOUS DESIGN	United States	REGISTERED	30NO1987	699317	09AU1988	1499358
NEUTRACLENS	United States	APPLC. PENDING	21MR1996	75/076718		
SIMPLICITY	United States	REGISTERED	12JL1994	74/549001	03SE1996	1998641
THE BOSTON LENS	United States	REGISTERED	10AU1978	181671	25DE1979	1128451
THE BOSTON LENS & DESIGN	United States	REGISTERED	11MR1982	354055	10JA1984	1263457
VERTICAL LINE DESIGN	United States	REGISTERED	18SE1995	74/730712	11FE1997	2036668

TRADEMARK

REEL: 002005 FRAME: 0285

## UNITED STATES

### ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

WHEREAS, WILMINGTON PARTNERS L.P. ("ASSIGNOR"), a Delaware limited partnership, having a place of business at c/o Bausch & Lomb Incorporated, One Bausch & Lomb Place, Rochester, New York 14604, is the owner of certain trademarks identified in Schedule A hereto which are registered or the subject of applications pending in the United States Patent and Trademark Office;

WHEREAS, B&L INTERNATIONAL HOLDINGS CORP. ("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 a successor to the portion of Assignor's business to which the marks pertain, 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:

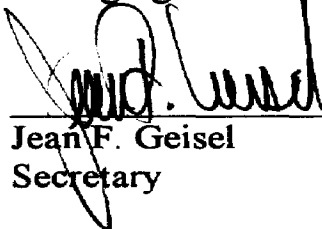
1. ASSIGNOR does hereby assign to ASSIGNEE all its right, title and interest in and to the trademarks used in the Domestic Business as of the Distribution Date identified in Schedule A hereto (subject to existing licenses, agreements, undertakings, declarations, limitations, and consents) (collectively the "Trademarks"), and the registrations and applications relating thereto, together with the goodwill of the business in connection with which such marks were and are used.
2. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such terms in the Distribution and Retirement Agreement (the "Distribution Agreement"), dated as of June 4, 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 hereby irrevocably constitutes and appoints 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 Distribution Agreement and to give receipts and releases for and in respect to the same or any party 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 the 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 Distribution 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 as of the 4<sup>th</sup> day of June, 1999.

WILMINGTON PARTNERS L.P.

By: Wilmington Management Corp.  
Managing General Partner

By:   
\_\_\_\_\_  
Jean F. Geisel  
Secretary

STATE OF New York  
COUNTY OF Monroe

On this 5<sup>th</sup> day of November, 1999, personally appeared before me Jean F. Geisel, to me known to be the Secretary of Wilmington Management Corp., the managing general partner of Wilmington Partners L.P., a Delaware limited partnership, who executed the above instrument, and acknowledged that she executed the same for the uses and purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public

**LEA ANN GAMMIERO**  
Notary Public in the State of New York  
Monroe County  
Commission Expires May 31, 2001