

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InVision Eyecare, Inc., a New Jersey Corporation		11/01/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Advanced Medical Optics, Inc., a Delaware Corporation		
Street Address:	1700 E. St. Andrew Place		
Internal Address:	SA-3D		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92799-5162		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2463918	VISION FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	(714)247-8679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7142478510		
Email:	donna.bastedo@amo-inc.com		
Correspondent Name:	Nicole Bradley		
Address Line 1:	1700 E. St. Andrew Place		
Address Line 2:	SA-3D		
Address Line 4:	Santa Ana, CALIFORNIA 92799-5162		
ATTORNEY DOCKET NUMBER:	19712 TM ASSN		
NAME OF SUBMITTER:	Nicole Bradley		
Signature:	/Nicole Bradley/		

CH \$40.00 2463918

Date:

11/07/2006

Total Attachments: 5

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ASSIGNMENT AND LICENSE AGREEMENT

This Assignment and License Agreement ("Agreement") is made by and between InVision Eyecare, Inc. a New Jersey corporation, located at One Route 70, Lakewood, New Jersey 08701 ("Assignor") and Advanced Medical Optics, Inc., a Delaware corporation, located at 1700 E. St. Andrew Place, Santa Ana, California 92799 ("AMO") as of November 1, 2005 ("Effective Date").

WHEREAS, Assignor has adopted, used and is using the VISION FOR LIFE mark on ophthalmological and vision correction services, and Assignor is the owner of U.S. Reg. No. 2,463,918, for VISION FOR LIFE, for use on ophthalmological and vision correction services (collectively, Assignor's common law and Federal rights shall be referred to as "the Assigned Mark");

WHEREAS AMO desires to acquire the Assigned Mark, along with the goodwill of the business symbolized by the Assigned Mark; and

WHEREAS Assignor desires to retain the right to use the Assigned Mark on the services set forth in U.S. Reg. No. 2,463,918.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to AMO the entire right, title and interest in and to the Assigned Mark, along with the goodwill of the business associated therewith.
2. **LICENSE.** Except as explicitly set forth herein, AMO hereby grants to Assignor a non-transferable, royalty-free license to use the Assigned Mark in the United States for the services described in U.S. Reg. No. 2,463,918. This license to use shall be non-sublicensable, with the following exception: Assignor shall have the exclusive right to sub-license ophthalmologists the right to use the Assigned Mark in the United States in conjunction with ophthalmological and vision correction services offered by the ophthalmologists' practices, provided that such sub-licensees comply with the terms and conditions of this Agreement. AMO agrees that it shall not grant any other licenses of the Assigned Mark to unrelated third parties. Nothing herein shall

prevent AMO from licensing the Assigned Mark to AMO's distributors, manufacturers and affiliates.

3. **PAYMENT.** In consideration for the assignment granted herein, AMO shall pay Assignor a monetary fee agreed to by the parties.

4. **PRODUCT QUALITY.** Assignor agrees that the nature and quality of all services provided in connection with the Assigned Mark by Assignor or its sub-licensees shall conform to the standards set by, and be under the control of, AMO. AMO shall use reasonable business standards to determine whether the services used in connection with the Assigned Mark are of satisfactory quality. The current standard of the services provided in connection with the Assigned Mark are of satisfactory quality. AMO or its authorized representatives shall have the right to inspect Assignor's business operations conducted in connection with the Assigned Mark.

5. **TRADEMARK USAGE**

5.1(a) Assignor shall include all notices, markings and legends as are or may be required by applicable laws or by AMO in order to give appropriate notice of trademark rights.

5.1(b) Assignor shall comply with all applicable laws relating to advertising and promotions in connection with the Licensed Marks.

5.1(c) Assignor shall reasonably cooperate with AMO in the procurement and maintenance of any registration or recordal relating to the Licensed Mark, including but not limited to the provision of information, specimens of use and signatures as AMO may reasonably require.

5.1(d) Assignor shall not assign or transfer this Agreement or any interest in it in whole or in part without AMO's prior written approval, this Agreement being personal to Assignor. However, transfer in association with the sale of Assignor's corporate entity shall not require AMO's prior written approval.

6. **TERM.** This Agreement begins on the Effective Date and shall continue for so long as U.S. Reg. No. 2,463,918 is maintained in the United States by AMO.

7. **WARRANTY.** Assignor warrants and represents that: it has the right and authority to enter this Agreement and grant the assignment granted herein, and it is the legal and beneficial owner of all right, title and interest in and to the Licensed Mark and has good title thereto, free and clear of any and all security interests, licenses or other encumbrances. Assignor further represents and warrants that the Assigned Mark has been in continuous use since at least as early as March, 2000, and has never been successfully challenged by a third party.

8. GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of California without regard to conflict of laws principles. The parties expressly consent to exclusive venue and jurisdiction of the courts in Orange County, California.

8.2 Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party.

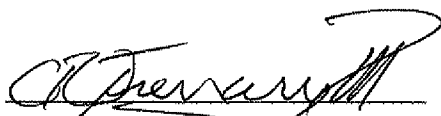
8.3 Authorization and Enforcement of Obligations. Each party represents and warrants that it (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; (b) has taken all necessary corporate actions on its part to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder; and (c) the Agreement has been duly executed and delivered on behalf of each party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

8.4 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ADVANCED MEDICAL OPTICS, INC.

INVISION EYECARE, INC.

By: 

Name: Russ Trenary

Title: Chief Marketing Officer

Date: 10/19/06

By: _____

Name: Edward L. Hedaya, MD

Title:

Date: _____

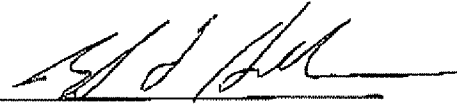
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ADVANCED MEDICAL OPTICS, INC.

INVISION EYECARE, INC.

By: _____

Name: Russ Trenary
Title: Chief Marketing Officer
Date: _____

By: 

Name: Edward L. Hedaya, MD
Title: President
Date: 11/3/06

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