

**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 - NY		03/14/2008	CORPORATION:
WP PRISM INC - DE		03/14/2008	CORPORATION:
EYEONICS, INC. - DE		03/14/2008	CORPORATION:

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3117571	C CRYSTALENS
Registration Number:	2521196	CRYSTALENS
Registration Number:	3160844	CRYSTALENS SE
Registration Number:	2992909	EYEONICS
Registration Number:	3261467	E EYEONICS
Registration Number:	3181439	E EYEONICS
Registration Number:	3091255	SEE YOUNG, BE YOUNG
Serial Number:	78431611	ACCOMMODATIVE VISION
Serial Number:	78899140	ADAPTIVE IMAGING
Serial Number:	78899576	ADAPTIVE VISION
Serial Number:	77265520	HD
Serial Number:	77377728	CRYSTALENS HD

OP \$315.00 3117571

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:	33076
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/20/2008

Total Attachments: 6  
source=33076#page1.tif  
source=33076#page2.tif  
source=33076#page3.tif  
source=33076#page4.tif  
source=33076#page5.tif  
source=33076#page6.tif

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings

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

<b>1. Name of conveying party(ies):</b> Bausch & Lomb Incorporated - NY WP PRISM INC. - DE EYETONICS, INC. - DE <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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> 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 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>	
<b>3. Nature of conveyance:</b> <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 14, 2008</u>			
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>PLEASE SEE ATTACHED</u> Additional number(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Trademark Registration No.(s) <u>PLEASE SEE ATTACHED</u>	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Penelope J.A. Agodim</u> Internal Address: <u>IP Research Plus, Inc.</u>  Street Address: <u>21 Tadmater Circle</u>  City: <u>Waldorf</u> State: <u>MD</u> Zip: <u>20602</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">12</span> <b>7. Total fee (37 CFR 3.41)</b> .....\$ ..... <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <b>8. Deposit account number:</b>  (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>			
<b>9. Statement and signature.</b> <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> <u>Jeffrey Lauh</u>  <u>3/14/08</u> Name of Person Signing      Signature      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span>			

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2008, among WP PRISM INC. (“Holdings”), BAUSCH & LOMB INCORPORATED (the “Parent Borrower”), EYEONICS, INC. (the “Grantor”) and CREDIT SUISSE, as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to the Pledge and Security Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Parent Borrower, certain Subsidiaries of the Parent Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Parent Borrower are set forth in the Credit Agreement dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Parent Borrower, Bausch & Lomb B.V., as Dutch Subsidiary Borrower, Holdings, Credit Suisse, as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantor are affiliates of the Parent Borrower and the Dutch Subsidiary Borrower, will derive substantial benefits from the extension of credit to the Parent Borrower and the Dutch Subsidiary Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, 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 following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, (b) all goodwill connected with the use of and symbolized thereby and (c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

Section 3. Termination. This Agreement is made to secure the satisfactory payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor’s Obligations and any Liens arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor’s obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor, at the Grantor’s expense, as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory payment, the Administrative Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such

satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

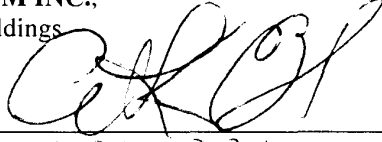
Section 5. Representations and Warranties. Holdings and the Parent Borrower jointly and severally represent and warrant to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations and applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

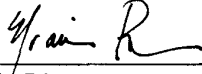
*[Signatures on following page]*

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

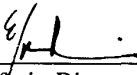
**WP PRISM INC.,**  
as Holdings

By:   
Name: A. Robert D. Bailey  
Title: General Counsel and Corporate Vice President.

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


By:   
Name: Efrain Rivera  
Title: Corporate Vice President and Chief Financial Officer

**EYEONICS, INC.,**  
as a Grantor

By:   
Name: Efrain Rivera  
Title: Vice President

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

By:   
Name: **Jay Chall**  
Title: **Director**

By:   
Name: **PINKA MOHAN**  
Title: **VICE PRESIDENT**

Signature Page for  
Trademark Security Agreement

Schedule I  
to  
Trademark Security Agreement

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

I. Trademarks

<u>Registered Owner</u>	<u>Trademark or Service Mark</u>	<u>Date Filed</u>	<u>Registration No. and Jurisdiction</u>
Eyeonics, Inc.	C CRYSTALENS & DESIGN	September 25, 2003	3117571
Eyeonics, Inc.	CRYSTALENS	March 21, 2000	2521196
Eyeonics, Inc.	CRYSTALENS SE	June 10, 2005	3160844
Eyeonics, Inc.	EYEONICS	September 25, 2003	2992909
Eyeonics, Inc.	EYEONICS & DESIGN	September 25, 2003	3261467
Eyeonics, Inc.	EYEONICS & DESIGN	September 25, 2003	3181439
Eyeonics, Inc.	SEE YOUNG, BE YOUNG	June 23, 2004	3091255

II. Trademark Applications

<u>Registered Owner</u>	<u>Trademark or Service Mark</u>	<u>Date Filed</u>	<u>Registration No. and Jurisdiction</u>
Eyeonics, Inc.	ACCOMODATIVE VISION	June 8, 2004	78/431611
Eyeonics, Inc.	ADAPTIVE IMAGING	June 2, 2006	78/899140
Eyeonics, Inc.	ADAPTIVE VISION	June 2, 2006	78/899576
Eyeonics, Inc.	HD	August 27, 2007	77/265520
Eyeonics, Inc.	CRYSTALENS HD	January 22, 2008	77/377728

III. Trademark Licenses

None.