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
WP PRISM INC.		10/21/2009	CORPORATION: DELAWARE
BAUSCH & LOMB INCORPORATED		10/21/2009	CORPORATION: NEW YORK
B&L CRL, INC.		10/21/2009	CORPORATION: DELAWARE
B&L CRL PARTNERS L.P.		10/21/2009	CORPORATION: DELAWARE
B & L DOMESTIC HOLDINGS CORP.		10/21/2009	CORPORATION: DELAWARE
B&L FINANCIAL HOLDINGS CORP.		10/21/2009	CORPORATION: DELAWARE
B&L SPAF INC.		10/21/2009	CORPORATION: DELAWARE
B&L VPLEX HOLDINGS, INC.		10/21/2009	CORPORATION: CALIFORNIA
BAUSCH & LOMB CHINA, INC.		10/21/2009	CORPORATION: DELAWARE
BAUSCH & LOMB INTERNATIONAL INC.		10/21/2009	CORPORATION: NEW YORK
BAUSCH & LOMB REALTY CORPORATION		10/21/2009	CORPORATION: DELAWARE
BAUSCH & LOMB SOUTH ASIA, INC.		10/21/2009	CORPORATION: DELAWARE
BAUSCH & LOMB TECHNOLOGY CORPORATION		10/21/2009	CORPORATION: DELAWARE
IOLAB CORPORATION		10/21/2009	CORPORATION: CALIFORNIA
RHC HOLDINGS INC.		10/21/2009	CORPORATION: DELAWARE
SIGHT SAVERS, INC.		10/21/2009	CORPORATION: DELAWARE
WILMINGTON MANAGEMENT CORP.		10/21/2009	CORPORATION: DELAWARE
WILMINGTON PARTNERS L.P.		10/21/2009	CORPORATION: DELAWARE
B&L MINORITY DUTCH HOLDINGS LLC		10/21/2009	CORPORATION: DELAWARE
EYEONICS, INC.		10/21/2009	CORPORATION: DELAWARE

OP $90.00 77820200

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, AS ADMINISTRATIVE AGENT

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

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77820200	FOGSHIELD SPORT
Serial Number:	77822952	CENTER FOR PATIENT INSIGHTS
Serial Number:	77838912	BAUSCH + LOMB

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:	35140
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/12/2009

Total Attachments: 6

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
WP PRISM INC. - DE
BAUSCH & LOMB INCORPORATED - NY
PLEASE SEE ANNEX A

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

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

2. Name and address of receiving party(ies)
Name: CREDIT SUISSE, as Administrative Agent
Internal Address:
Street Address: 11 Madison Avenue
City: New York State: NY Zip: 10010

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☑ Other Bank - Switzerland

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
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other :

Execution Date: October 21, 2009

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

A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope J.A. Agodoa
Internal Address: IP Research Plus, Inc.
Street Address: 21 Tadcaster Circle
City Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Jeffrey Laub — Name of Person Signing
Signature
11/12/09 — Date

Total number of pages including cover sheet, attachments, and document: 6

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

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2009 (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]

TRADEMARK
REEL: 004095 FRAME: 0493

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: Brian J. Harris
Title: Corporate Vice President and Chief Financial Officer

BAUSCH & LOMB INCORPORATED,
as the Parent Borrower,

By: _____
Name: Jean F. Geisel
Title: Secretary

EACH OF THE GRANTORS LISTED ON ANNEX A HERETO,

By: _____
Name: Jean F. Geisel
Title: Secretary

TRADEMARK
REEL: 004095 FRAME: 0494

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: _____
Name: CHRISTOPHER REO DAY
Title: ASSOCIATE

TRADEMARK
REEL: 004095 FRAME: 0495

Annex A

List of Parent Borrower Subsidiaries that are Grantors

1. B&L CRL Inc. – DE
2. B&L CRL Partners L.P. – DE
3. B & L Domestic Holdings Corp. – DE
4. B&L Financial Holdings Corp. – DE
5. B&L SPAF Inc. – DE
6. B&L VPlex Holdings, Inc. – CA
7. Bausch & Lomb China, Inc. – DE
8. Bausch & Lomb International Inc. – NY
9. Bausch & Lomb Realty Corporation – DE
10. Bausch & Lomb South Asia, Inc. – DE
11. Bausch & Lomb Technology Corporation – DE
12. Iolab Corporation – CA
13. RHC Holdings, Inc. – DE
14. Sight Savers, Inc. – DE
15. Wilmington Management Corp. – DE
16. Wilmington Partners L.P. – DE
17. B&L Minority Dutch Holdings LLC – DE
18. eyeonics, inc. – DE

TRADEMARK
REEL: 004095 FRAME: 0496

EXHIBIT A

(From July 24, 2009 through October 20, 2009)

Trademarks, Service Marks, Trademark Applications and Trademark Licenses

I. Trademark Registrations

No update.

II. Trademark Applications

Mark (Profile Name)	Country Name	Application Number	Application Date	Owner
FOGSHIELD SPORT	United States of America	77/820200	9/4/2009	Bausch & Lomb Incorporated
CENTER FOR PATIENT INSIGHTS	United States of America	77/822952	9/9/2009	Bausch & Lomb Incorporated
BAUSCH + LOMB	United States of America	77/838912	10/1/2009	Bausch & Lomb Incorporated