

## 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<br>INCORPORATED |   | 04/02/2012                 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA          |   |                            |                       |
| Name:                         | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH |                            |                       |
| Street Address:               | 11 MADISON AVENUE                       |                            |                       |
| City:                         | NEW YORK                                |                            |                       |
| State/Country:                | NEW YORK                                |                            |                       |
| Postal Code:                  | 10010                                   |                            |                       |
| Entity Type:                  | BANK: SWITZERLAND                       |                            |                       |
| PROPERTY NUMBERS Total: 14    |   |                            |                       |
| Property Type                 | Number                                  | Word Mark                  |                       |
| Registration Number:          | 3955386                                 | RENU                       |                       |
| Registration Number:          | 3969812                                 | DON'T JUST SEE. SEE BETTER |                       |
| Registration Number:          | 3998753                                 | FOGSHIELD SPORT            |                       |
| Registration Number:          | 4014938                                 | TRU-SIZE                   |                       |
| Registration Number:          | 4068152                                 | LIVE YOUR SPORT FOG FREE   |                       |
| Serial Number:                | 85461648                                | INCISE                     |                       |
| Serial Number:                | 85479333                                | PEROXICLEAR                |                       |
| Serial Number:                | 85494355                                | VICTUS                     |                       |
| Serial Number:                | 85506200                                | BIOTRUE                    |                       |
| Serial Number:                | 85515769                                | BIOTRUE                    |                       |
| Serial Number:                | 85534956                                | INTELLIGENCE MEETS THE EYE |                       |
| Serial Number:                | 85546133                                | ANLOTE                     |                       |
| Serial Number:                | 85546122                                | ENLOTE                     |                       |
| Serial Number:                | 85546106                                | GELOTE                     |                       |

TRADEMARK

**CORRESPONDENCE DATA**

Fax Number: 8668265420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 301-638-0511

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:**

37890

**NAME OF SUBMITTER:**

Penelope J.A. Agodoa

**Signature:**

/pja/

**Date:**

04/23/2012

**Total Attachments: 6**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

BAUSCH & LOMB INCORPORATED

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: NEW YORK  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) April 2, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other BANK Citizenship 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

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

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

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and registrations involved:**

14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

April 6, 2012

Date

DongHwa Kim

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK  
REEL: 004762 FRAME: 0664**

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2012 (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 AG (f/k/a 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]*

Supplemental Trademark  
Security Agreement

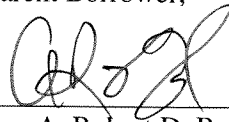
**TRADEMARK**  
**REEL: 004762 FRAME: 0665**

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

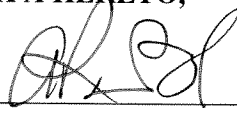
**WP PRISM INC.,**  
as Holdings

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

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

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

**EACH OF THE GRANTORS LISTED ON  
ANNEX A HERETO,**

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

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## **Annex A**

### **List of Parent Borrower Subsidiaries that are Grantors**

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

## EXHIBIT A

### Trademarks, Service Marks, Trademark Applications and Trademark Licenses

#### I. Trademark Registrations

Trademarks Registered or Acquired Since October 18, 2011 through February 21, 2012

| Mark (Profile Name)           | Country Name             | TM status  | Registration # | Reg. Date | Owner/Grantor              |
|-------------------------------|--------------------------|------------|----------------|-----------|----------------------------|
| RENU DESIGN (2009)            | United States of America | Registered | 3955386        | 5/3/2011  | Bausch & Lomb Incorporated |
| DON'T JUST SEE.<br>SEE BETTER | United States of America | Registered | 3969812        | 5/31/2011 | Bausch & Lomb Incorporated |
| FOGSHIELD SPORT               | United States of America | Registered | 3998753        | 7/19/2011 | Bausch & Lomb Incorporated |
| TRU-SIZE                      | United States of America | Registered | 4014938        | 8/23/2011 | Bausch & Lomb Incorporated |
| LIVE YOUR SPORT FOG<br>FREE   | United States of America | Registered | 4068153        | 12/6/2011 | Bausch & Lomb Incorporated |

#### II. Trademark Applications

Trademarks Applications Filed or Acquired Since October 18, 2011 through February 21, 2012

| Application Date | Application No. | Title                      | Owner/Grantor              |
|------------------|-----------------|----------------------------|----------------------------|
| 11/1/2011        | 85/461648       | INCISE                     | Bausch & Lomb Incorporated |
| 11/22/2011       | 85/479333       | PEROXICLEAR                | Bausch & Lomb Incorporated |
| 12/13/2011       | 85/494355       | VICTUS AND DESIGN          | Bausch & Lomb Incorporated |
| 12/30/2011       | 85/506200       | BIOTRUE                    | Bausch & Lomb Incorporated |
| 1/13/2012        | 85/515769       | BIOTRUE                    | Bausch & Lomb Incorporated |
| 2/6/2012         | 85/534956       | INTELLIGENCE MEETS THE EYE | Bausch & Lomb Incorporated |
| 2/17/2012        | 85/546133       | ANLOTE                     | Bausch & Lomb Incorporated |
| 2/17/2012        | 85/546122       | ENLOTE                     | Bausch & Lomb Incorporated |
| 2/17/2012        | 85/546106       | GELOTE                     | Bausch & Lomb Incorporated |