

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ista Pharmaceuticals, Inc.		06/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	1615 Brett Road
Internal Address:	Building III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3722934	BEPREVE
Registration Number:	4057263	BROMDAY
Registration Number:	2948249	ISTA
Registration Number:	2923539	ISTA PHARMACEUTICALS
Registration Number:	3162955	ISTA PHARMACEUTICALS
Registration Number:	2925741	ISTALOL
Registration Number:	2261326	VITRASE
Registration Number:	3518073	XIBROM (BROMFENAC OPHTHALMIC SOLUTION)
Serial Number:	85501552	BEPOMAX
Serial Number:	85501545	BEPOSONE
Serial Number:	85336408	BROLEXA
Serial Number:	85521895	ONE DROP. ALL DAY.
Serial Number:	85336395	PROLENSA

OP \$440.00 3722934

Serial Number:	85127007	REMURA
Serial Number:	85109734	SEIZE THE Q-DAY
Serial Number:	85183938	T-PRED
Serial Number:	85336403	XILENSA

CORRESPONDENCE DATA

Fax Number: 2122253999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122252192
 Email: acarew-watts@cgsh.com
 Correspondent Name: Antonia Carew-Watts
 Address Line 1: One Liberty Plaza
 Address Line 2: Cleary Gottlieb Steen & Hamilton LLP
 Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Antonia Carew-Watts
Signature:	/Antonia Carew-Watts/
Date:	06/29/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

This TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2012 (the "Agreement") is by and between ISTA Pharmaceuticals, Inc. ("Grantor") and CITIBANK, N.A., as Administrative Agent for the Secured Parties (the "Administrative Agent").

WHEREAS, WP PRISM INC. ("Holdings"), BAUSCH & LOMB INCORPORATED (the "Parent Borrower"), certain Subsidiaries of the Parent Borrower from time to time party thereto and the Administrative Agent have entered into the U.S. Security Agreement dated as of May 18, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Holdings, the Parent Borrower, certain Subsidiaries of the Parent Borrower party thereto and the Administrative Agent have entered into the Trademark Security Agreement (Short-Form) dated as of May 18, 2012 (the "Trademark Security Agreement" and, together with the Security Agreement, the "Security Agreements");

WHEREAS, the Secured Parties' agreements in respect of extensions of credit to the Parent Borrower are set forth in the Credit Agreement dated as of May 18, 2012 (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, Citibank, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, JPMorgan Chase Bank, N.A., as an L/C Issuer, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). Holdings is an affiliate of the Parent Borrower and the Dutch Subsidiary Borrower and will derive substantial benefits from the extension of credit to the Parent Borrower and the Dutch Subsidiary Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

WHEREAS, pursuant to that certain Agreement and Plan of Merger by and among Parent Borrower, Inga Acquisition Corporation ("Merger Sub"), and Grantor dated as of March 26, 2012, Merger Sub merged with and into the Grantor and Grantor became a subsidiary of Parent Borrower; and

WHEREAS, Grantor now wishes to pledge the Additional Trademark Collateral (as defined below) pursuant to the terms of the Security Agreements;

NOW THEREFORE; for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, 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, Grantor, pursuant to and in accordance with the Security Agreement, 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 Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, except for any Excluded Assets, (collectively, the "**Additional Trademark Collateral**");

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, including those listed on Exhibit A, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by Grantor, (b) all goodwill connected with the use of and symbolized thereby and (c) all assets, rights and interests that uniquely reflect or embody any of the foregoing.

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

ISTA PHARMACEUTICALS, INC.
as Grantor

By: B. J. Harris
Name: Brian J. Harris
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004811 FRAME: 0887

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Stuart Dickson
Title: Vice President

EXHIBIT A

Trademarks

I. Trademarks Granted/Issued

Grant Date	Registration No.	Title
12/8/2009	3722934	BEPREVE
11/15/2011	4057263	BROMDAY
5/10/2005	2948249	ISTA
2/1/2005	2923539	ISTA PHARMACEUTICALS
10/24/2006	3162955	ISTA PHARMACEUTICALS AND DESIGN
2/8/2005	2925741	ISTALOL
7/13/1999	2261326	VITRASE
10/14/2008	3518073	XIBROM (BROMFENAC OPHTHALMIC SOLUTION)

II. Trademark Applications

Filing Date	Appl. No.	Title
12/21/2011	85/501552	BEPOMAX
12/21/2011	85/501545	BEPOSONE
06/02/2011	85/336408	BROLEXA
01/20/2012	85/521895	ONE DROP. ALL DAY.
06/02/2011	85/336395	PROLENSA
9/10/2010	85/127007	REMURA
08/17/2010	85/109734	SEIZE THE Q-DAY
11/23/2010	85/183938	T-PRED
06/02/2011	85/336403	XILENSA