

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		11/01/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CITIBANK N.A., as Administrative Agent
Street Address:	1615 BRETT ROAD, BUILDING III
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85289854	STABLEGRIP
Serial Number:	85290106	IF YOUR VISION MATTERS, YOUR VITAMIN MATTERS
Serial Number:	85293996	IF YOUR VISION MATTERS, YOUR VITAMIN MATTERS
Serial Number:	85737647	
Serial Number:	85697437	ANCHORGUARD
Serial Number:	85691019	OPTIPRANOLOL
Serial Number:	85689248	LASEREDGE
Serial Number:	85563840	BOSTON SIMPLUS
Serial Number:	85119372	CLENS
Serial Number:	85581457	ADATO
Serial Number:	85568999	COMFORTMOIST

CORRESPONDENCE DATA

Fax Number:	8668265420
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OP \$290.00 85289854

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:	38238
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/14/2012

Total Attachments: 7
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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: NY
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 1, 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: CITIBANK N.A., as Administrative Agent

Internal

Address: _____

Street Address: 1615 BRETT ROAD, BUILDING III

City: NEW CASTLE

State: DE

Country: USA Zip: 19720

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Association Citizenship USA

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:

11

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

DongHwa Kim

Name of Person Signing

November 14, 2012

Date

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

7

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: 004900 FRAME: 0205

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2012, among WP PRISM INC. (“**Holdings**”), BAUSCH & LOMB INCORPORATED (the “**Parent Borrower**”), certain Subsidiaries of the Parent Borrower from time to time party hereto and CITIBANK, N.A., as Administrative Agent for the Secured Parties (as defined below).

Reference is made to the U.S. Security Agreement dated as of May 18, 2012 (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 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**”). Each of Holdings and the Subsidiaries party hereto 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. 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, each 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, except for any Excluded Assets (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, including those listed on Schedule I, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a 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 a Grantor's Obligations and any Liens arising therefrom shall be automatically released upon termination of the Security Agreement or release of such 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 any Grantor, at such Grantor's expense, as such 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 a 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.

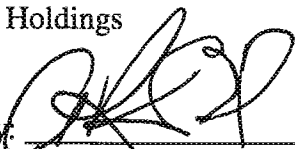
Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and 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. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

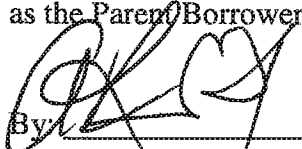
[Signatures on following page]

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: Executive Vice President


BAUSCH & LOMB INCORPORATED,
as the Parent/Borrower,

By: 
Name: A. Robert D. Bailey
Title: Executive Vice President

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

By: 
Name: A. Robert D. Bailey
Title: Authorized Signatory

**CITIBANK, N.A.,
as Administrative Agent**

By: 
Name: Narni McManus
Title: Managing Director

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. eyeonics, inc.
13. Iolab Corporation
14. RHC Holdings, Inc.
15. Sight Savers, Inc.
16. Wilmington Management Corp.*
17. Wilmington Partners L.P.*
18. B&L Minority Dutch Holdings LLC

Note: Entities with an asterisk (*) shall be Grantors except for purposes of Sections 2.03(g) and (h) and Sections 3.02(b), (c) and (d) of the U.S. Security Agreement. Obligations of such entities under this Agreement are deemed not to be material provisions hereunder, and Trademark Collateral owned by such entities is deemed not to be a material portion of the Trademark Collateral hereunder, in each case for purposes of Sections 8.01(j) and (k) of the Credit Agreement.

Schedule I

Trademarks, Service Marks, Trademark Applications,
Trademark Licenses

(Updates from July 25, 2012 through October 15, 2012)

I. Trademark Applications

Mark (Profile)	Country/Jurisd.	Status	Application #	App. Date	Owner
STABLEGRIP	United States of America (USA)	APPLIC. PENDING	85/289854	4/8/2011	Bausch & Lomb Incorporated
IF YOUR VISION MATTERS, YOUR VITAMIN MATTERS	United States of America (USA)	APPLC. PENDING	85/290106	4/8/2011	Bausch & Lomb Incorporated
IF YOUR VISION MATTERS, YOUR VITAMIN MATTERS	United States of America (USA)	APPLC. PENDING	85/293996	4/13/2011	Bausch & Lomb Incorporated
EYE CHARACTER	United States of America (USA)	APPLC. PENDING	85/737647	9/25/2012	Bausch & Lomb Incorporated
ANCHORGUARD	United States of America (USA)	APPLC. PENDING	85/697437	8/7/2012	Bausch & Lomb Incorporated
OPTIPRANOLOL	United States of America (USA)	APPLC. PENDING	85/691019	7/31/2012	Bausch & Lomb Incorporated
LASEREDGE	United States of America (USA)	APPLC. PENDING	85/689248	7/27/2012	Bausch & Lomb Incorporated

II. Trademark Registrations

Mark (Profile)	Country/Jurisd.	Status	Application #	App. Date	Owner
BOSTON SIMPLUS	United States of America (USA)	REGISTERED	85/563840	3/8/2012	Bausch & Lomb Incorporated
CLENS (STYLIZED)	United States of America (USA)	REGISTERED	85/119372	8/31/2010	Bausch & Lomb Incorporated
ADATO	United States of America (USA)	REGISTERED	85/581457	3/27/2012	Bausch & Lomb Incorporated
COMFORTMOIST	United States of America (USA)	REGISTERED	85/568999	3/14/2012	Bausch & Lomb Incorporated

NOTE: No applications or registrations have been filed/registered in the name of eyeonics, inc.; subsidiaries of Bausch & Lomb Incorporated or eyeonics, inc.; or Bausch & Lomb B.V.