

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK N.A., as Administrative Agent		02/19/2013	National Association:
RECEIVING PARTY DATA			
Name:	BAUSCH & LOMB INCORPORATED		
Street Address:	ONE BAUSCH & LOMB PLACE		
City:	ROCHESTER		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0840783	KETALAR	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	CRS1-38451		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 0840783

Date:

02/20/2013

Total Attachments: 5

source=38451#page1.tif

source=38451#page2.tif

source=38451#page3.tif

source=38451#page4.tif

source=38451#page5.tif

RELEASE OF TRADEMARK SECURITY INTEREST dated as of February 19, 2013 (this "**Release**"), by Citibank, N.A., as Administrative Agent (as defined below) for the Lenders in favor of each Grantor. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

A. Reference is made to the Credit Agreement dated as of May 18, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Bausch & Lomb Incorporated (the "**Parent Borrower**"), Bausch & Lomb B.V., as Dutch Subsidiary Borrower, WP Prism Inc. ("**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**").

B. Reference is made to the U.S. Security Agreement, dated as of May 18, 2012 (as amended, restated, supplemented or otherwise modified to the date hereof, the "**Security Agreement**"), among Holdings, the Parent Borrower, certain subsidiaries of the Parent Borrower from time to time party thereto and the Administrative Agent.

C. Reference is made to the Trademark Security Agreement dated as of May 18, 2012 among the Grantors and the Administrative Agent (together with the U.S. Security Agreement, the "**Security Agreements**").

D. Pursuant to the Security Agreements, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other things, all right, title or interest of the Grantors in, the trademark set forth on Annex I hereto (the "**Trademark**"), which security interest was recorded with the United States Patent & Trademark Office on August 6, 2012 at Reel/Frame 4836/0133.

E. The parties hereto have agreed to release the security interest in the Trademark.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby absolutely, unconditionally and irrevocably terminate, release, relinquish and forever discharge all right, title and interest (including, without limitation, security interests) of the Administrative Agent in and to the Trademark. The Administrative Agent hereby assigns, transfers and sets over to the Grantors all right, title and interest that the Administrative Agent, and its predecessors, successors and assigns may have in or to the Trademark.

The Parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver all further documents and to do all such other acts as may be

reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the Grantors. The execution and delivery of documents or instruments, including this Release, shall be without recourse to, or representation or warranty by, the Administrative Agent.

This Release shall be binding upon the Administrative Agent's successors, assigns and transferees.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

CITIBANK, N.A.,
as Administrative Agent,

By:



Name:

Title:

Alvaro De Velasco
Vice President
(212) 816-4312

[Signature Page to Trademark Release]

[[3394660]]

TRADEMARK
REEL: 004967 FRAME: 0140

Annex I

Registration No.	Registration Date	Mark (Profile Name)
840783	12/19/1967	KETALAR

[[3394660]]