

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Entity Type
	Eye Therapies LLC		LIMITED LIABILITY COMPANY: DELAWARE
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
	Serial Number:	85094928	LUMINESSE
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5853388905		
Email:	trademarks@bausch.com		
Correspondent Name:	Bausch & Lomb Incorporated		
Address Line 1:	One Bausch & Lomb Place		
Address Line 2:	Law Department		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Jon O. Webster		
Signature:	/Jon O. Webster/		
Date:	06/18/2013		
Total Attachments: 3 source=LUMINESSE Assignment#page1.tif source=LUMINESSE Assignment#page2.tif source=LUMINESSE Assignment#page3.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into freely by and between Eye Therapies, LLC ("Assignor") and Bausch & Lomb Incorporated ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: LUMINESSE, US Serial Number 85094928, filing date July 28, 2010 (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity; and

WHEREAS, Assignee is a successor to Assignor's business to which the Trademark pertains;

NOW, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Representations and Warranties. Assignor represents and warrants to Assignee:


- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) To the best of Assignor's knowledge, Assignor is the exclusive owner of all right, title and interest in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) To the best of Assignor's knowledge, the Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or, to the best of Assignor's knowledge, threatened, with respect to Assignor's rights in the Trademark;
- (f) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

3. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Assignment, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

4. Governing Law. This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the United States of America and the State of New York.

Date: ^{Wne} May 5, 2013

ASSIGNEE
Bausch & Lomb Incorporated

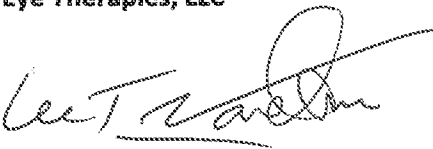


Signature

John F. LaFave

Printed Name

ASSIGNOR
Eye Therapies, LLC



Signature

Lee T. Nordan

Printed Name

[DATE]

NOTARIZATION FORM

State of [STATE] *California*

County of [COUNTY] *San Diego*

6/5/13

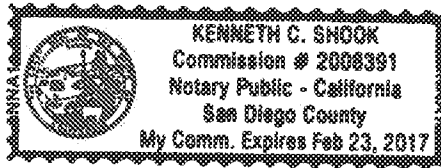
Kenneth C Shook

Lee T Nordan

On [DATE] before me, [NOTARY], notary, personally appeared [NAME], ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (S) (IS/ ARE) subscribed to the within instrument and acknowledged to me that (HE/ SHE/ THEY) executed the same in (HIS) (HER/ THEIR) authorized capacity(ies), and that by (HIS) (HER/ THEIR) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kenneth C Shook
Signature



Notary