

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISTA Pharmaceuticals, LLC		07/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bausch & Lomb Pharma Holdings Corp.
Street Address:	One Bausch & Lomb Place
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14604
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

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
Serial Number:	85127007	REMURA

CH \$390.00 3722934

Serial Number:

85336403

XILENSA

CORRESPONDENCE DATA

Fax Number:

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

Email: trademarks@bausch.com

Correspondent Name: Bausch & Lomb Incorporated

Address Line 1: One Bausch & Lomb Place

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:

PHARMARX

NAME OF SUBMITTER:

Jon O. Webster

Signature:

/Jon O. Webster/

Date:

08/20/2013

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) dated as of July 26, 2013 (the “Effective Date”), is made by and between ISTA Pharmaceuticals, LLC (“Assignor”) and Bausch & Lomb Pharma Holdings Corp. (“Assignee”).

WITNESSETH:

WHEREAS, on July 26, 2013, ISTA Pharmaceuticals, Inc. was converted, in accordance with the laws of the State of Delaware, into a limited liability company and changed its name to ISTA Pharmaceuticals, LLC (the “Assignor”);

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A to this Assignment (collectively, the “Trademarks”);

WHEREAS, pursuant to that certain Assumption and Assignment Agreement, dated as of July 26, 2013, by and between Assignor and Assignee, Assignor has agreed to assign the Transferred Assets, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Assumption and Assignment Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title, and interest in and to (a) the Trademarks, together with the goodwill of the business connected with the use of, or symbolized by, said Trademarks, and (b) the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

2. Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The parties shall cooperate to execute and deliver such other documents and take such other actions as reasonably necessary to effect the intent hereof.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Assumption and Assignment Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Assumption and Assignment Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or

implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Assumption and Assignment Agreement, the terms of the Assumption and Assignment Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.

4. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.


5. Counterparts. This Agreement may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ISTA PHARMACEUTICALS, LLC

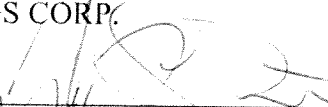
By


Name: John F. LaFave

Title: Secretary

BAUSCH & LOMB PHARMA
HOLDINGS CORP.

By


Name: John F. LaFave

Title: Secretary

[Trademark Assignment]

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss.:

On this 26th day of July 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared John F. LaFave, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of ISTA Pharmaceuticals, LLC, a Delaware limited liability company, as the Secretary of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

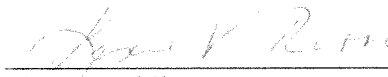


Notary Public

Suzanne V Russo
Notary Public State of New York
Monroe County
Lic. #01RU4650186
Comm. Exp. OCTOBER 31, 2017

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss.:

On this 26th day of July 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared John F. LaFave, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Bausch & Lomb Pharma Holdings Corp., a Delaware corporation, as the Secretary of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

Suzanne V Russo
Notary Public State of New York
Monroe County
Lic. #01RU4650186
Comm. Exp. OCTOBER 31, 2017

Schedule A

Trademark Registrations and Applications

I. Trademarks Granted/Issued

J.

Grant Date	Country	Registration No.	Trademark
12/8/2009	U.S.	3722934	BEPREVE
11/15/2011	U.S.	4057263	BROMDAY
5/10/2005	U.S.	2948249	ISTA
2/1/2005	U.S.	2923539	ISTA PHARMACEUTICALS
10/24/2006	U.S.	3162955	ISTA PHARMACEUTICALS AND DESIGN
2/8/2005	U.S.	2925741	ISTALOL
7/13/1999	U.S.	2261326	VITRASE
10/14/2008	U.S.	3518073	XIBROM (BROMFENAC OPHTHALMIC SOLUTION)
10/28/2002	Argentina	1892501	ISTA
11/12/2002	Argentina	1894939	ISTA
2/20/2003	Korea	541758	ISTA
07/14/2011	Mexico	1227243	BROMDAY
11/29/2000	Mexico	679139	ISTA
6/16/2001	Taiwan	945272	ISTA
7/16/2001	Taiwan	950239	ISTA
7/16/2001	Taiwan	950240	ISTA (COMPLEX CHINESE CHARACT)
7/16/2001	Taiwan	949560	ISTA (COMPLEX CHINESE CHARACTERS)

II. Trademark Applications

Filing Date		Appl. No.	Trademark
12/21/2011	U.S.	85/501552	BEPOMAX
12/21/2011	U.S.	85/501545	BEPOSONE
06/02/2011	U.S.	85/336408	BROLEXA
01/20/2012	U.S.	85/521895	ONE DROP. ALL DAY.
06/02/2011	U.S.	85/336395	PROLENSA
9/10/2010	U.S.	85/127007	REMURA
06/02/2011	U.S.	85/336403	XILENSA
4/10/2000	Brazil	822623161	ISTA
6/2/2000	Brazil	822623153	ISTA
4/25/2008	Canada	1394277	BEPREVE
02/01/2011	Canada	1514128	BROMDAY
3/10/2011	Canada	1519529	REMURA
3/10/2011	Mexico	1162204	REMURA