

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bausch & Lomb Pharma Holdings Corp.		11/01/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Goldman Sachs Lending Partners LLC, as collateral agent
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Bank: UNITED STATES

<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	85501552	BEPOMAX
Serial Number:	85501545	BEPOSONE
Serial Number:	77318560	BEPREVE
Serial Number:	85336408	BROLEXA
Serial Number:	85100229	BROMDAY
Serial Number:	75896997	ISTA
Serial Number:	75902614	ISTA PHARMACEUTICALS
Serial Number:	76049475	ISTA PHARMACEUTICALS
Serial Number:	78148090	ISTALOL
Serial Number:	85521895	ONE DROP. ALL DAY.
Serial Number:	85336395	PROLENSA
Serial Number:	85127007	REMURA
Serial Number:	75132858	VITRASE
Serial Number:	78298369	XIBROM (BROMFENAC OPHTHALMIC SOLUTION)

OP \$390.00 85501552

**TRADEMARK**

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: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

ELAINE CARRERA, LEGAL ASSISTANT

Signature:

/Marina Kelly Thomson Reuters/

Date:

11/01/2013

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 1, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as a grantor on the signature pages hereto (the "**Grantor**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, the Grantor is subject to, and is made party to, the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the respective meanings given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

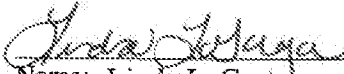
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BAUSCH & LOMB PHARMA HOLDINGS CORP.**

By:   
Name: Linda LaGorga  
Title: Vice President and Treasurer

Accepted and Agreed:

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BAUSCH & LOMB PHARMA HOLDINGS CORP.**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: **Anisha Malhotra**  
Title: **Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005143 FRAME: 0826**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

## Trademark Schedule

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
KERAFORM	Argentina	2306687	14-Sep-2000	1863981	18-Mar-2002	Bausch & Lomb Pharma Holdings Corp.
ISTA	Argentina	2280294	11-Apr-2000	1894939	12-Nov-2002	Bausch & Lomb Pharma Holdings Corp.
ISTA	Argentina	2280293	11-Apr-2000	1892501	28-Oct-2002	Bausch & Lomb Pharma Holdings Corp.
ISTA	Brazil	822623161	10-Apr-2000	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
ISTA	Brazil	822623153	02-Jun-2000	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
BEPREVE	Canada	1394277	25-Apr-2008	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
BROMDAY	Canada	1514128	01-Feb-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
REMURA	Canada	1519529	10-Mar-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
KERAFORM	Community Trademarks	1870807	25-Sep-2000	1870807	31-Oct-2001	Bausch & Lomb Pharma Holdings Corp.
KERATASE	Community Trademarks	1678267	26-May-2000	1678267	24-Sep-2001	Bausch & Lomb Pharma Holdings Corp.
ISTA	Community Trademarks	1640044	04-May-2000	1640044	07-Jul-2005	Bausch & Lomb Pharma Holdings Corp.
ISTA	Japan	2000-037676	10-Apr-2000	4553598	22-Mar-2002	Bausch & Lomb Pharma Holdings Corp.
REMURA	Mexico	1162204	10-Mar-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
BROMDAY	Mexico	1151845	01-Feb-2011	1227243	14-Jul-2011	Bausch & Lomb Pharma Holdings Corp.
KERAFORM	Mexico	447605	14-Sep-2000	707140	26-Jul-2001	Bausch & Lomb Pharma Holdings Corp.
KERAFORM	Mexico	447606	14-Sep-2000	735876	28-Feb-2002	Bausch & Lomb Pharma Holdings Corp.
KERATASE	Mexico	428501	30-May-2000	678435	27-Nov-2000	Bausch & Lomb Pharma Holdings Corp.
ISTA	Mexico	423159	28-Apr-2000	679139	29-Nov-2000	Bausch & Lomb Pharma Holdings Corp.
ISTA	Mexico	423160	28-Apr-2000	715570	24-Sep-2001	Bausch & Lomb Pharma Holdings Corp.
VITRASE	Taiwan	089038779	06-Jul-2000	00954170	16-Aug-2001	Bausch & Lomb Pharma Holdings Corp.
易識達 (ISTA in Chinese characters)	Taiwan	089019782	12-Apr-2000	00950240	16-Jul-2001	Bausch & Lomb Pharma Holdings Corp.
易識達 (ISTA in Chinese characters)	Taiwan	089019781	12-Apr-2000	00949560	16-Jul-2001	Bausch & Lomb Pharma Holdings Corp.
ISTA	Taiwan	089018866	08-Apr-2000	00945272	16-Jun-2001	Bausch & Lomb Pharma Holdings Corp.
ISTA	Taiwan	089018867	08-Apr-2000	00950239	16-Jul-2001	Bausch & Lomb Pharma Holdings Corp.
BEPOMAX	United States	85501552	21-Dec-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
BEPOSONE	United States	85501545	21-Dec-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
BEPREVE	United States	77318560	31-Oct-2007	3722934	08-Dec-2009	Bausch & Lomb Pharma Holdings Corp.
BROLEXA	United States	85336408	02-Jun-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
BROMDAY	United States	85100229	04-Aug-2010	4057263	15-Nov-2011	Bausch & Lomb Pharma Holdings Corp.



Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
ISTA	United States	75896997	14-Jan-2000	2948249	10-May-2005	Bausch & Lomb Pharma Holdings Corp.
ISTA PHARMACEUTIC ALS	United States	75902614	24-Jan-2000	2923539	01-Feb-2005	Bausch & Lomb Pharma Holdings Corp.
ISTA PHARMACEUTIC ALS	United States	76049475	16-May-2000	3162955	24-Oct-2006	Bausch & Lomb Pharma Holdings Corp.
ISTALOL	United States	78148090	26-Jul-2002	2925741	08-Feb-2005	Bausch & Lomb Pharma Holdings Corp.
ONE DROP, ALL DAY.	United States	85521895	20-Jan-2012	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
PROLENSA	United States	85336395	02-Jun-2011	4407493	24-Sep-2013	Bausch & Lomb Pharma Holdings Corp.
REMURA	United States	85127007	10-Sep-2010	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.
VITRASE	United States	75132858	11-Jul-1996	2261326	13-Jul-1999	Bausch & Lomb Pharma Holdings Corp.
XIBROM (BROMFENAC OPHTHALMIC SOLUTION)	United States	78298369	10-Sep-2003	3518073	14-Oct-2008	Bausch & Lomb Pharma Holdings Corp.
XILENSA	United States	85336403	02-Jun-2011	N/A	N/A	Bausch & Lomb Pharma Holdings Corp.