

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900369225		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bausch & Lomb Incorporated		05/31/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Contact Lens Precision Laboratories Limited		
Street Address:	Dolphin House Commerce Way		
Internal Address:	Leighton Buzzard		
City:	Bedfordshire		
State/Country:	ENGLAND		
Postal Code:	LU7 4RW		
Entity Type:	Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3691707	KERASOFT	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-214-4807		
Email:	jgray@btlaw.com, jmueller@btlaw.com		
Correspondent Name:	Jeffrey R. Gray		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	52851-255809		
NAME OF SUBMITTER:	Jeffrey R. Gray		
SIGNATURE:	/Jeffrey R. Gray/		
DATE SIGNED:	07/19/2016		
Total Attachments: 4			
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TRADE MARK ASSIGNMENT

THIS TRADE MARK ASSIGNMENT is dated as of May 31, 2016

PARTIES

- (1) **BAUSCH & LOMB INCORPORATED** a company incorporated in New York with a place of business at One Bausch & Lomb Place, Rochester, New York, 14604-2701 (Assignor); and
- (2) **CONTACT LENS PRECISION LABORATORIES LIMITED** a company registered in England and Wales with Company Number 00920009 whose registered office is Dolphin House Commerce Way, Leighton Buzzard, Bedfordshire, LU7 4RW (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the Kerasoft Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Kerasoft Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. DEFINITIONS

The following definitions and rules of interpretation apply in this agreement.

Kerasoft Trade Marks: means (a) the registered trade marks and pending trade mark registrations short particulars of which are set out in Schedule 1; and (b) the domain names www.kerasoftic.com and www.kerasofttraining.com; and (c) any other existing registered and/or unregistered trade marks or domain names incorporating "KERASOFT" alone which are owned by Assignor, but expressly excluding any registered or unregistered trade marks or domain names incorporating or including any other term, component, element, logo or design, including without limitation any registered or unregistered trade mark or domain name incorporating or including BAUSCH + LOMB, or any abbreviation thereof, in any form.

2. ASSIGNMENT

- 2.1 In consideration of agreement by the Assignee to pay on demand the sum of £1.00 (one pound sterling) to the Assignor, the Assignor hereby agrees to assign (with such assignment to take effect on 20 March 2016 ("Effective Date")) to the Assignee all right, title and interest to the Kerasoft Trade Marks, together with the good will of the business connected therewith and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the Effective Date.

2.2 The Assignee acknowledges the Assignor makes no representations or warranties regarding any aspect of the Kerasoft Trade Marks and the Assignor will not indemnify the Assignee for any claim or action whatsoever in connection with the Kerasoft Trade Marks.

3. FURTHER ASSURANCE

3.1 At the Assignee's expense the Assignor shall, provide the Assignee with all information and/or execute such documents as necessary and reasonably requested by the Assignee to transfer the Kerasoft Trade Marks and to conduct, defend or settle any relevant claims, actions or proceedings with respect to the Kerasoft Trade Marks, all of the foregoing at the Assignee's sole and exclusive cost, provided however that (a) it shall be Assignee's obligation to determine and prepare for execution by Assignee, any and all documents necessary to fulfil Assignor's obligations hereunder and (b) Assignor's obligations under this subsection 3.1 shall expire on the date which is six (6) months following the date first set forth above.

3.2 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) within twenty-one (21) days after the date of this agreement all deeds, documents of title, certificates and other files and records relating to the Kerasoft Trade Marks.

4. GENERAL

4.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

4.2 This agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

5. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS AN ASSIGNMENT for
BAUSCH & LOMB INCORPORATED acting
by a director in the presence of:

Denise Bland
SIGNATURE OF WITNESS

NAME *Denise Bland*
ADDRESS *1001 Blue Forest Dr
Prosper, Tx 75078*
OCCUPATION *Event Planner*

David Bland
SIGNATURE OF DIRECTOR
David Bland
NAME OF DIRECTOR

Reviewed
JPL
by Legal

EXECUTED AS AN ASSIGNMENT for
CONTACT LENS PRECISION
LABORATORIES LIMITED acting by a director
in the presence of:

Susan Johnson
SIGNATURE OF WITNESS

NAME *Susan Johnson*
ADDRESS *4 WOODSIDE
GATTON BRAM, DUNSTABLE, BEDS ENGLAND*
OCCUPATION *FRANKIE DIRECTOR*

Keith Lomas
SIGNATURE OF DIRECTOR
J KEITH LOMAS
NAME OF DIRECTOR

EXHIBIT

Trade Mark	Class(es)	Country	Filing Date	Filing Number	Registration Date	Registration Number	Status	Next Renewal
KERASOFT	9	Argentina	5/9/2011	3085419			Filed	
KERASOFT	9	Australia	2/24/2011	1411018	2/24/2011	1411018	Registered	
KERASOFT	9	Bolivia	2/29/2012	SM-0883-2012	7/11/2012	137942-C	Registered	
KERASOFT	9	Brazil	5/11/2011	903632632	8/12/2014	903632632	Registered	
KERASOFT	9	Canada	2/16/2012	1564407	2/12/2015	896283	Registered	
KERASOFT	9	Chile	5/6/2011	952037	7/30/2015	1173948	Registered	
KERASOFT	9	China P.R.	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	5, 9, 10	Community Trademark	4/10/2006	5043088	4/12/2007	5043088	Registered	
KERASOFT	9	Egypt	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	Hong Kong	5/5/2011	301907433	5/5/2011	301907433	Registered	
KERASOFT	9	India	4/23/2009	1810648			Filed	
KERASOFT	9	Indonesia	8/29/2012	D00-2012-040987			Filed	
KERASOFT	9	International	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	Israel	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	Japan	12/10/2008	2008-099594	5/1/2009	5228382	Registered	
KERASOFT	9	Malaysia	5/6/2011	2011051116	5/6/2011	2011051116	Registered	
KERASOFT	9	Mexico	5/10/2011	1176955	9/20/2011	1238626	Registered	
KERASOFT	9	New Zealand	6/30/2011	844857			Filed	
KERASOFT	9	New Zealand	2/24/2011	837711	3/10/2012	837711	Registered	
KERASOFT	9	Norway	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	Paraguay	8/16/2012	38143/2012			Filed	
KERASOFT	9	Philippines	8/13/2012	4-2012-502100	11/22/2012	4-2012-502100	Inactive	
KERASOFT	9	Republic of Korea	12/26/2008	4020080059798	4/9/2010	4008194090000	Registered	
KERASOFT	9	Russian Federation	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	Saudi Arabia	9/29/2012	186745	6/23/2013	1457/40	Registered	
KERASOFT	9	Singapore	5/6/2011	T1105990A	5/6/2011	T1105990A	Registered	
KERASOFT	9	South Africa	8/13/2012	2012/21657			Filed	
KERASOFT	9	Switzerland	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	Turkey	9/20/2011	M1100172B	9/20/2011	1096940	Registered	
KERASOFT	9	United States	1/15/2009	77650680	10/6/2009	3691707	Registered	
KERASOFT	9	Uruguay	8/14/2012	438725			Filed	
KERASOFT	9	Venezuela	5/11/2011	007642/2011			Filed	
KERASOFT	9	Vietnam	9/20/2011	M1100172B	9/20/2011	1096940	Registered	