

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ciba Vision Corporation		01/01/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alcon Laboratories, Inc.		
Street Address:	6201 South Freeway		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76134-2099		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1665417	FOCUS	
Registration Number:	1555609	ILLUSIONS	
Registration Number:	2095450	UNIZYME	
Registration Number:	2167845	DAILIES	
Registration Number:	2717640	NIGHT & DAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	817-302-5779		
Email:	tm.services@alcon.com		
Correspondent Name:	Vanessa Backman		
Address Line 1:	6201 South Freeway		
Address Line 4:	Fort Worth, TEXAS 76134-2099		
NAME OF SUBMITTER:	Rose Morgan		
SIGNATURE:	/rose morgan/		
DATE SIGNED:	07/20/2016		
Total Attachments: 3			

CH \$140.00 1665417

source=Asset transfer agrmt - CVC to ALL#page1.tif

source=Asset transfer agrmt - CVC to ALL#page2.tif

source=Asset transfer agrmt - CVC to ALL#page3.tif

ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this "Agreement") between CIBA Vision Corporation ("CVC") and Alcon Laboratories, Inc. ("ALI") is entered into as of January 1, 2014 (the "Effective Date").

WHEREAS, effective January 1, 2014, CVC is the sole stockholder of ALI;

WHEREAS, effective January 1, 2014, the board of directors of CVC has authorized the officers of CVC to cause CVC to contribute all its assets, assign all its liabilities, and assign all its existing contractual rights and obligations to ALI;

WHEREAS, effective January 1, 2014, the board of directors of ALI has authorized the officers of ALI to cause ALI to accept this contribution of all of CVC's assets, and to assume all of CVC's liabilities, and to be assigned all of CVC's contractual rights and obligations;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Transfers.** Effective upon the Effective Date (a) CVC shall contribute all its assets to ALI; (b) CVC shall assign all its liabilities to ALI; (c) CVC shall assign all its existing contractual rights and obligations to ALI; and (d) ALI shall accept these contributions and assignments.
2. **Further Action.** Each party hereto shall take such additional actions as may be reasonably necessary to effectuate the transfers and assignments provided in paragraph 1, above including executing such additional instruments as may be reasonably requested by a transferee or its successor or assign.
3. **Due Authorization.** Each party to this Agreement represents to the other parties that: (a) the execution and delivery of this Agreement and the performance by it of its obligations hereunder has been duly authorized by all necessary actions on its part, (b) it has the necessary power and authority to enter into and deliver this Agreement and to perform its obligations hereunder, and (c) this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles thereof relating to conflicts of laws.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an

executed counterpart by telecopy or other electronic transmission (such as PDF or email) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CIBA VISION CORPORATION

By: 

Name:

Title:

J McKeena
CFO, USA

ALCON LABORATORIES, INC.

By: _____

Name:

Title:

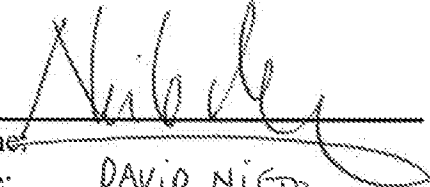
executed counterpart by telecopy or other electronic transmission (such as PDF or email) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CIBA VISION CORPORATION

By: _____
Name:
Title:

ALCON LABORATORIES, INC.

By: 
Name: _____
Title: DAVID NIETO
SVP & CFO