05-07-2002

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102082308

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oculex Pharmaceuticals, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)

Name: Transamerica Technology Finance Corporation
Internal Address:

Street Address: 76 Batterson Park Road

City: Farmington State: CT Zip: 06032

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State CT
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [XX] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [X] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: May 1, 2002

4. Application number(s) or registration number(s): See attached Exhibit A

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
Street Address: **WASHINGTON DC 20004**

City: State: Zip:

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) $ 140.00

- [X] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Allen M. Sailer
Sr. Vice President

Name of Person Signing

Signature

5/3/02
Date

05/08/2002 GTON11 00000059 74645045
01 FC:481 40.00 OP
02 FC:482 100.00 OP

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Oculex Pharmaceuticals, Inc.

Status of Trademark Applications

Mark	Type/Class	Flehr Reference No.	Application/ Registration No.	Date of Filing/ Registration	Registrant	Foreign Prosecution
SUSDEX	Trademark Intl Class 5	TA-60810	74/645,045 App. 1,949,169 Reg.	3/7/95 Filing 1/16/96 Regis.	Oculex Pharmaceuticals, Inc.	
SURODEX	Trademark Intl Class 5	TA-60810-1	75/019,153 App. 2,146,646 Reg.	11/13/95 Filing 3/24/98 Regis.	Oculex Pharmaceuticals, Inc.	AU, CA, CL, CN, CO, CR, DO, EC, EM, GT, HN, ID, IN, JP, KR, MX MY, NI, NZ, PA, PE, PH, SG, SV, TH, TW, VE, VN
SUROQUIN	Trademark Intl Class 5	TA-60810-2	75/018231 App. 2,136,160 Reg.	11/13/96 Filing 2/10/98 Regis.	Oculex Pharmaceuticals, Inc.	CN, MX, SG
DDS	Trademark Intl Class 10	TA-60810-3	75/297491 App. 2,223,223 Reg.	5/23/97 Filing 2/9/99 Regis.	Oculex Pharmaceuticals, Inc.	AU, CN, EM, ID, IN, JP, KR, MX, MY, NZ, PH, SG, TH, TW, VN
RDT	Trademark Intl Class 5	TA-60810-4	76/150751 App.	10/20/00 Filing	Oculex Pharmaceuticals, Inc.	

Trademark Attorneys: Flehr Hohbach Test Albritton & Herbert LLP
4 Embarcadero Center, Suite 3400
San Francisco, CA 94111-4187
Telephone: 415/781-1989
Facsimile: 415/398-3249

1036138

EXHIBIT A

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2002, is entered into between **OCULEX PHARMACEUTICALS, INC.**, a California corporation ("Grantor"), which has a mailing address at 601 W. California Avenue, Sunnyvale, California 94086 and **TRANSAMERICA TECHNOLOGY FINANCE CORPORATION, successor in interest to Transamerica Business Credit Corporation ("TTFC")**, a Delaware corporation, having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and having an office at 76 Batterson Park Road, Farmington, CT 06032.

RECITALS

A. Grantor and TTFC are, contemporaneously herewith, entering into that certain Amended and Restated Master Loan and Security Agreement (the "Loan Agreement") and a separate Security Agreement (the "Security Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement and Security Agreement, the "Loan Documents") (Capitalized terms used in this Agreement have the meanings given them in the Loan Agreement and Security Agreement); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to TTFC.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to TTFC, Grantor hereby grants, assigns, and conveys to TTFC a continuing general priority security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired, subject only to Permitted Liens (more specifically defined in the Security Agreement and the Loan Agreement) (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor

or in the name of TTFC for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of TTFC for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) The entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to TTFC with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes TTFC to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from TTFC's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Loan Agreement. This Agreement has been granted in conjunction with the security interest granted to TTFC under the Loan Agreement and the Security Agreement. The rights and remedies of TTFC with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement and Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Release Of Security Interest. Notwithstanding anything contained above to the contrary, provided no Event of Default has occurred or is continuing, TTFC shall release its continuing general priority lien and security interest in the Collateral, as defined herein, upon the Borrower raising new cash equity that provides to Borrower sufficient cash to fund operations and to pay all debt incurred by Borrower, including all Obligations incurred by Borrower and owing to TTFC, based upon: (a) the prior three month cash burn rate as evidenced by the Borrower's financial statements; and (b) a Borrower-prepared and Board-approved business plan if one has been prepared or the Board-approved budget if no plan is available, demonstrating, based on existing cash balances, sufficient projected cash to fund operations and all debt service of TTFC's debt throughout the term of TTFC's debt, in each case subject to review and approval as determined in the good faith business judgment of TTFC.

3.3 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of TTFC, except as specifically permitted hereby.

3.4 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or Security Agreement, the provision giving TTFC greater rights or remedies shall

govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to TTFC under the Loan Agreement and Security Agreement.

3.5 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRANSAMERICA TECHOLOGY FINANCE CORPORATION, successor in interest to Transamerica Business Credit Corporation

By: _____
Title: _____

Allen M. Sailer
Sr. Vice President

OCULEX PHARMACEUTICALS, INC.

By: _____
Title: CEO

Exhibit "A"

REGISTERED TRADEMARKS

Trademark	Registration Date	Registration No.

PENDING TRADEMARKS

Trademark	Filing Date	Serial No.

Oculex Pharmaceuticals, Inc.
Status of Trademark Applications

Mark	Type/Class	Flehr Reference No.	Application/ Registration No.	Date of Filing/ Registration	Registrant	Foreign Prosecution
SUSDEX	Trademark Intl Class 5	TA-60810	74/645,045 App. 1,949,169 Reg.	3/7/95 Filing 1/16/96 Regis.	Oculex Pharmaceuticals, Inc.	
SURODEX	Trademark Intl Class 5	TA-60810-1	75/019,153 App. 2,146,646 Reg.	11/13/95 Filing 3/24/98 Regis.	Oculex Pharmaceuticals, Inc.	AU, CA, CL, CN, CO, CR, DO, EC, EM, GT, HN, ID, IN, JP, KR, MX MY, NI, NZ, PA, PE, PH, SG, SV, TH, TW, VE, VN
SUROQUIN	Trademark Intl Class 5	TA-60810-2	75/018231 App. 2,136,160 Reg.	11/13/96 Filing 2/10/98 Regis.	Oculex Pharmaceuticals, Inc.	CN, MX, SG
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Trademark Attorneys: Flehr Hohbach Test Albritton & Herbert LLP
4 Embarcadero Center, Suite 3400
San Francisco, CA 94111-4187
Telephone: 415/781-1989
Facsimile: 415/398-3249

1036138

Exhibit "B"

PATENTS

Patent Description/Title	Issue Date	Patent No.	Name of Inventor

PATENT APPLICATIONS

Description	Filing Date	Serial No.	Name of Inventor

OCULEX PATENTS & APPLICATIONS

September 2001

TITLE	PATENT # GRANT DATE	INVENTOR(S)	SUBJECT MATTER
BIODEGRADABLE OCULAR IMPLANTS	4,853,224 08/01/1989	WONG, V.G.	Methods for treating an eye condition by implanting into the anterior or posterior chamber of the eye a microencapsulated drug as particles of not greater than about 300 micrometers, wherein the particles comprise the drug and a pharmacologically acceptable biodegradable polymer which is degraded in the eye.
BIODEGRADABLE OCULAR IMPLANTS	4,997,652 03/05/1991	WONG, V.G.	Methods for treating an eye condition by implanting into the anterior or posterior chamber of the eye a microencapsulated drug as particles of not greater than about 2 millimeters, wherein the particles comprise the drug and a pharmacologically acceptable biodegradable polymer or liposome which is degraded in the eye. Methods for treating an eye condition by introducing into an anterior chamber of the eye liposomes enclosing in their lumen an isotonic solution comprising a pharmacologically active agent which is slowly released in the eye.
BIODEGRADABLE OCULAR IMPLANTS	5,164,188 11/17/1992	WONG, V.G.	Methods for treating an eye condition by introducing into the suprachoroidal space an eye implant incapable of migration from the suprachoroid, wherein the implant comprises from about 1 to about 80 weight % of an active agent selected from at least one of drugs, pharmaceutical agents, and bacterial agents in a pharmacologically acceptable biodegradable polymer which is degraded in the eye, wherein said implant provides an effective dosage of said drug over an extended period of time.
BIOCOMPATIBLE OCULAR IMPLANTS	5,443,505 08/22/1995	WONG, V.G. KOCHINKE, F.	Methods for treating an eye condition which comprise: preparing an implant by combining a physiologically active therapeutic agent and a permeability enhancing agent encapsulated in a pharmacologically acceptable biocompatible polymer; and introducing said implant extrinsic to the vitreous and incapable of migration from an implantation site, wherein said site is characterized by being avascular, permitting diffusion of a physiologically active agent from said implant into the vitreous, and in proximity to said eye condition, wherein said therapeutic agent is maintained at an effective dosage for said eye condition at the site of said eye condition for an extended period of time Methods for treating an eye condition which comprise: preparing an implant by combining a physiologically active therapeutic agent and a permeability enhancing agent encapsulated in a pharmacologically acceptable biocompatible polymer; and introducing into the avascular pars plana of an eye said implant incapable of migration from said pars plana, wherein one implantation site is characterized by permitting diffusion of a physiologically active agent from said implant into the vitreous, and in proximity to said eye condition, wherein said agent is maintained at an effective dosage for said eye condition at the site of said eye condition for an extended period of time. Methods for treating choroidal tumors of an eye which comprise: preparing an implant by combining an antitumor agent and a permeability enhancing agent encapsulated in a pharmacologically acceptable biocompatible polymer; and introducing into an avascular region of a suprachoroidal space of said eye said implant incapable of migration from said space, wherein said implant provides an effective dosage of said antitumor agent over an extended period of time

OCULEX PATENTS & APPLICATIONS

September 2001

TITLE	PATENT # GRANT DATE	INVENTOR(S)	SUBJECT MATTER
METHOD OF TREATMENT OF MACULAR DEGENERATION	5,632,984 05/27/1997	WONG, V. G. LEE, K.Y. GIN, J.B.	Methods of treatment of macular degeneration associated with subretinal neovascularization in a mammalian host, the methods comprising the steps of: administering intraocularly interferon to said host in an amount sufficient to elicit a decrease in hemorrhage or leakage associated with said subretinal neovascularization wherein said administering is by at least 3 injections at intervals from about three to 42 days. Methods of treatment of macular degeneration associated with subretinal neovascularization in a human host, said methods comprising the steps of: injecting intraocularly at least three injections at intervals of from about three to forty-two days of □-2a interferon to said human host in an amount ranging from at least about 10,000 to 100,000 units, said amount being sufficient to elicit a decrease in hemorrhage or leakage associated with said subretinal neovascularization. Methods of treatment of macular degeneration associated with subretinal neovascularization in a human host, said methods comprising the steps of: administering intraocularly interferon contained within biodegradable microcapsules to said host in an amount sufficient to maintain an intraocular concentration over a period of from about two weeks to 14 months so as to elicit a decrease in hemorrhage or leakage associated with said subretinal neovascularization.
BIOCOMPATIBLE OCULAR IMPLANTS	5,766,242 06/16/1998	WONG, V. G. KOCHINKE, F.	Methods for treating an eye condition which comprise: preparing a non-biodegradable physiologically acceptable implant comprising a physiologically active therapeutic agent and a membrane layer for controlling the diffusion of said therapeutic agent from said polymer; introducing said implant extrinsic to the vitreous such that the membrane layer is positioned intermediate to said polymer and said site of said eye condition, and is incapable of migration from an implantation site, wherein said site comprises the suprachoroidal space and a surgically induced avascular region of the choroid, permitting diffusion of a physiologically active agent from said implant into the vitreous, and in proximity to said eye condition; wherein said therapeutic agent is maintained at an effective dosage for said eye condition at the site of said eye condition for an extended period of time.
BIOCOMPATIBLE OCULAR IMPLANTS	5,824,072 10/20/1998	WONG, V.G.	Methods for treating an eye condition which comprise: providing an implant comprising a physiologically active therapeutic agent encapsulated in a pharmacologically acceptable biocompatible polymer; producing by surgical means an avascular region external to the vitreous and proximal to the site of said eye condition; and introducing said implant into the avascular region produced by said surgical means, thereby permitting diffusion of said therapeutic agent from said implant into the vitreous, and in proximity to said eye condition; wherein said agent is maintained at an effective dosage for said eye condition at the site of said eye condition for an extended period of time. Methods for treating an eye condition which comprise: providing an implant comprising a non-biodegradable outer surface and a refillable reservoir, said reservoir comprising a physiologically active therapeutic agent; producing by surgical means an avascular region external to the vitreous and proximal to the site of said eye condition; and introducing said implant into the surgically-induced avascular region produced by said surgical means, thereby permitting diffusion of said therapeutic agent form said implant into the vitreous, and in proximity to said eye condition; wherein said agent is maintained at an effective dosage for said eye condition at the site of said eye condition for an extended period of time.
FORMULATION FOR CONTROLLED RELEASE OF DRUGS BY COMBINING HYDROPHILIC AND HYDROPHOBIC AGENTS	5,869,079 02/09/1999	WONG, V. KOCHINKE, F.	A semi-rigid implant for sustained release comprising: a polyester of lactic acid and glycolic acid in from 10 to 50 weight percent of said implant; hydroxylpropylmethylcellulose in from 10 to 50 weight percent of said implant; and dexamethasone, wherein said dexamethasone is released within a therapeutic dosage which does not vary by more than about 100% for a period of at least about 3 days.

OCULEX PATENTS & APPLICATIONS

September 2001

TITLE	PATENT # GRANT DATE	INVENTOR(S)	SUBJECT MATTER
FORMULATION FOR CONTROLLED RELEASE OF DRUGS BY COMBINING HYDROPHILIC AND HYDROPHOBIC AGENTS	Pending	WONG, V. KOCHINKE, F.	Pursuing similar implant claims to those of the '079 patent, but that encompass other pharmaceutical agents (*i.e.*, not limited to dexamethasone).
CONTROLLED-RELEASE BIOCOMPATIBLE OCULAR DRUG DELIVERY IMPLANT DEVICES AND METHODS	Pending Issue	WONG, V.G. HU, M.W.L. BERGER, D.E.	Biocompatible implantable ocular controlled release drug delivery device sized for implantation within an eye for continuously delivering a drug within the eye for a period of at least several weeks comprising a polymeric outer layer that is substantially impermeable to the drug and ocular fluids covering a core comprising a drug that dissolves in ocular fluids, wherein said outer layer has one or more orifices through which ocular fluids may pass to contact the core and dissolve drug and dissolved drug may pass to the exterior of the device, said orifices in total having an area less than one percent of the total surface area of said device, and wherein the rate of release of the drug is determined solely by the composition of the core and the total surface area of the one or more orifices relative to the total surface area of said device.
METHODS FOR TREATING INFLAMMATION-MEDIATED CONDITIONS OF THE EYE	Pending	WONG, V. HU, M.W.L.	Pursuing claims to methods for treating an inflammation-mediated condition of the eye in an individual, comprising: implanting into the vitreous of the eye a bioerodible implant comprising a steroidal anti-inflammatory agent and a bioerodible polymer, wherein the implant delivers the agent to the vitreous in an amount sufficient to reach a particular concentration and maintain a certain concentration for a certain length of time. Also pursuing claims to solid bioerodible implants for treating an inflammation-mediated condition of the eye, consisting essentially of: dexamethasone particles entrapped within a polylactic acid polyglycolic acid (PLGA) copolymer, wherein the implant comprises about 70 percent by weight of dexamethasone and about 30 percent by weight of PLGA, wherein the total mass of the implant is about 800-1100 □g, and wherein the implant releases at least about 10% of the drug load within 1 week when measured under infinite sink conditions *in vitro*.
METHODS FOR PREVENTING TRANSPLANT REJECTION IN THE EYE AND INTRAOCULAR IMPLANTS FOR USE THEREFOR	Pending	WONG, V.	Pursuing claims to methods for preventing transplant rejection in the eye of an individual, comprising: a) performing an ocular transplant procedure, and b) implanting in the eye a bioerodible drug delivery system comprising an immunosuppressive agent and a bioerodible polymer.
INTRAOCULAR DEXAMETHASONE DELIVERY SYSTEM FOR CORNEAL TRANSPLANTATION IN ANIMAL	Pending	WONG, V.	Same as for U.S. Serial No. 60/250,023
DEVICE FOR OCULAR IMPLANTATION OF DRUG DELIVERY SYSTEM	New Application	N/A	N/A
BIODEGRADABLE IMPLANTS WITH MULTIPLE RELEASE RATES	New Application	N/A	N/A