

10-01-2002

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102237631

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

1. Name of conveying party(ies):

ISTA Pharmaceuticals, Inc.

9-25-02

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 09/19/02

2. Name and address of receiving party(ies)

Name: Sprout Capital IX, L.P.

Internal Address: c/o Sprout Group

Street Address: 11 Madison Avenue, 13th Fl.

City: New York State: NY Zip: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75896997, 76049475, 78148090, 75902614, 75943976, 75861825, 75933860

B. Trademark Registration No.(s) 2380344, 2261326, 2420402

Additional number(s) attached Yes No

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

Name: Mark Hartwell

Internal Address: _____

Brobeck, Phleger & Harrison LLP

Street Address: Spear Street Tower

One Market Street

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mark Hartwell
Name of Person Signing

Mark Hartwell
Signature

9/24/02
Date

Total number of pages including cover sheet, attachments, and document: 30

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

10/01/2002 6T0H11 00000032 75896997

01 FC:481 40.00 DP
02 FC:482 225.00 DP

TRADEMARK
REEL: 002590 FRAME: 0747

Item No. 2 Additional Names and Addresses of Receiving Parties:

Sprout Entrepreneurs' Fund, L.P.
c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010

Donaldson, Lufkin & Jenrette Securities
Corporation, as nominee for:
DLJ First ESC, L.P., EMA 2001 Plan, L.P.,
CSFB 2001 Investors, L.P., Credit Suisse
First Boston Private Equity, Inc., Docklands
2001 Plan, L.P., Paradeplatz 2001 Plan, L.P.
c/o Sprout Group
11 Madison Avenue
13th Floor
New York, NY 10010

Investor Growth Capital Limited
National Westminster House
Le Truchot, St. Peter Port
Guernsey GY1 4PW
Channel Islands

Investor Group L.P.
National Westminster House
Le Truchot, St. Peter Port
Guernsey GY1 4PW
Channel Islands

Dionis Trust
c/o Gund Investment Corporation
14 Nassau Street
Princeton, NJ 08542

Grant Gund 1978 Trust
c/o Gund Investment Corporation
14 Nassau Street
Princeton, NJ 08542

G. Zachary Gund 1978 Trust
c/o Gund Investment Corporation
14 Nassau Street
Princeton, NJ 08542

KBL Healthcare, LP
645 Madison Avenue
New York, NY 10022

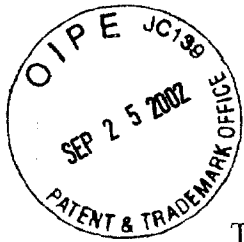
KBL Partnership, LP
645 Madison Avenue
New York, NY 10022

Sanderling Venture Partners V Co-
Investment Fund, L.P.
400 S. El Camino Real, Suite 1200
San Mateo, CA 94402

Sanderling V Biomedical Co-Investment
Fund, L.P.
400 S. El Camino Real, Suite 1200
San Mateo, CA 94402

Sanderling V Limited Partnership
400 S. El Camino Real, Suite 1200
San Mateo, CA 94402

Sanderling V Beteiligungs GmbH & Co. KG
400 S. El Camino Real, Suite 1200
San Mateo, CA 94402



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified or supplemented from time to time, this "**Agreement**"), dated as of September 19, 2002, is made between ISTA Pharmaceuticals, Inc., a Delaware corporation (together with its successors and assigns, the "**Borrower**"), in favor of the parties listed on Schedule 1 hereto and any other person who shall be a "Purchaser" pursuant to the terms of the Purchase Agreement (each, a "**Secured Party**" and together the "**Secured Parties**"). Schedule 1 shall be automatically updated to include such additional Purchasers.

WHEREAS, the Borrower and the Purchasers party thereto have entered into a Note and Warrant Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "**Purchase Agreement**"), pursuant to which the Borrower has issued senior secured convertible promissory notes, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, each a "**Note**" and collectively, the "**Notes**").

WHEREAS, pursuant to a Security Agreement, dated the date hereof, the Borrower has granted to the Secured Parties a security interest in all of its personal property to secure, among other things, its obligations under the Notes (as amended, modified or supplemented from time to time, the "**Security Agreement**").

WHEREAS, it is a condition precedent to the obligations of Purchasers pursuant to the Purchase Agreement that the Borrower execute and deliver this Agreement for filing by the Secured Parties with the United States Patent and Trademark Office (the "**PTO**") and United States Copyright Office (the "**Copyright Office**") (and any other relevant recording systems in any domestic or foreign jurisdiction) as further evidence of and to effectuate such grant of a security interest in the intellectual property rights of the Borrower.

Accordingly, the Borrower and the Secured Parties hereby agree as follows:

Section 1.1 *Definitions; Interpretation.* All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them pursuant to the Notes and the rules of construction set out in the Security Agreement shall be equally applicable hereto.

ARTICLE 2

GRANT OF SECURITY INTEREST

Section 2.1 *Grant of Security Interest.* As a continuing security for the payment and performance of the Obligations (as defined in the Security Agreement), the Borrower hereby grants to the Secured Parties a security interest in and to all of the Borrower's rights, title and interests in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "**Intellectual Property Collateral**"):

(a) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (A) all patents and patent applications, all licenses

in respect to any rights identified in this clause (a)(A) and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement of any of the rights identified in this clause (a)(A), all rights arising from any of the rights identified in this clause (a)(A) and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (B) all copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright, and all licenses in respect of any of the rights identified in this clause (a)(B) and all income and royalties with respect to any such licenses; (C) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the rights identified in this clause (a)(C) and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (D) all regulatory approvals, consents, permits, licenses and applications in respect of any of the foregoing and all supporting documentation, books and records relating to any of the foregoing; and (E) all trade secrets, trade dress, trade styles, logos, other sources of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, the benefit of confidentiality agreements or non-disclosure agreements, customer lists, license rights (whether or not in respect of any of the rights identified in this clause (a)), advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blueprints, descriptions, inventions, name plates and catalogs (the foregoing rights and interests collectively, the "*Intellectual Property Rights*") and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement; and

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

(c) all general intangibles and all intangible intellectual or other similar property of the Borrower of any kind or nature and not otherwise described above; and

(d) all products and proceeds at any time of any and all of the foregoing including products of products and proceeds of proceeds.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Intellectual Property Collateral" shall not include any general intangibles of the Borrower to the extent that such general intangibles are not capable of being encumbered as a matter of law; provided, however, that the foregoing grant of security interest shall extend to, and the term "Intellectual Property Collateral" shall include, (A) any general intangible which is an account receivable or a proceed of, or otherwise related to the enforcement or collection of, any

account receivable, or goods which are the subject of any account receivable, (B) any and all proceeds of any general intangibles which are otherwise excluded to the extent that the encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles, as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "Intellectual Property Collateral".

ARTICLE 3

FUTURE RIGHTS

If and when the Borrower shall obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of *Section 2*, the provisions of *Section 2* shall automatically apply thereto. The Borrower shall give to the Secured Parties prompt notice of any new Intellectual Property Rights to which the Borrower acquires or otherwise becomes entitled to the benefit of and of any registrations or applications the Borrower may make or obtain to any Intellectual Property Rights. The Borrower shall do all things reasonably deemed necessary or advisable by the Secured Parties to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Parties in such future acquired Intellectual Property Collateral. The Borrower hereby authorizes each of the Secured Parties, as its attorney in fact (with power of substitution), to modify, amend, or supplement the Exhibits hereto and to reexecute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office as applicable.

ARTICLE 4

SECURED PARTIES' DUTIES

Notwithstanding any provision contained in this Agreement, the Secured Parties shall have no duty to exercise any of the rights, privileges or powers afforded to them and shall not be responsible to the Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Secured Parties hereunder or in connection herewith, the Secured Parties shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

ARTICLE 5

SECURED PARTIES' RIGHTS AND REMEDIES

Each of the Secured Parties shall have all rights and remedies available to it under this Agreement, the Security Agreement and applicable law with respect to the security interests in any of the Intellectual Property Collateral. The Borrower agrees that such rights and remedies include, but are not limited to, the right of the Secured Parties as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC.

ARTICLE 6

SECURITY AGREEMENT

The provisions of Sections 9 and 10 of the Security Agreement are incorporated herein by reference and shall be applied as if references to the "Company," "Collateral" and "Agreement" therein were references to the "Borrower," "Intellectual Property Collateral" and this "Agreement," respectively. The Borrower acknowledges that the rights and remedies of the Secured Parties with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement and that such rights and remedies are cumulative.

ARTICLE 7


COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

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

ISTA Pharmaceuticals, Inc.

By: 
Vicente Anido, Jr., Ph.D.

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002590 FRAME: 0753

SECURED PARTIES:

Sprout Capital IX, L.P.

By: DLJ Capital Corporation

Its: Managing General Partner,

as a Secured Party

By: *Kathleen D LaPorte*

Name: Kathleen D. LaPorte

Title: Managing Director

SECURED PARTIES:

Sprout Entrepreneurs' Fund, L.P.

By: DLJ Capital Corp.

Its: General Partner,

as a Secured Party

By: *Kathleen D LaPorte*

Name: Kathleen D. LaPorte

Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002590 FRAME: 0755

SECURED PARTIES:

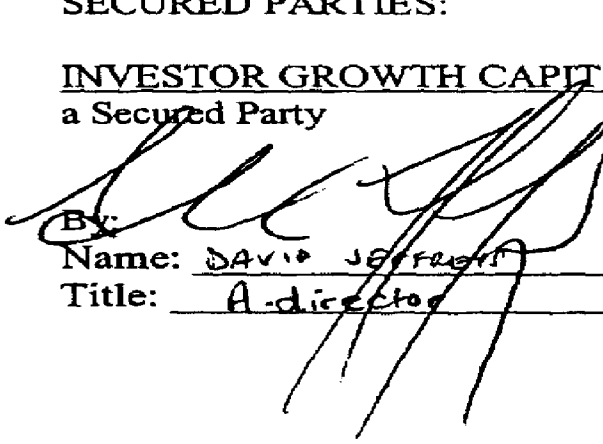
Donaldson, Lufkin & Jenrette Securities
Corporation, as nominee for:
DLJ First ESC, L.P.
EMA 2001 Plan, L.P.
CSFB 2001 Investors, L.P.
Credit Suisse First Boston Private Equity, Inc.
Docklands 2001 Plan, L.P.
Paradeplatz 2001 Plan, L.P.
as a Secured Party

By: *Kathleen D LaPorte*
Name: Kathleen D. LaPorte
Title: Attorney in fact

SECURED PARTIES:

INVESTOR GROWTH CAPITAL LIMITED

a Secured Party


By: David J. Ferris Marc Hottander
Name: DAVID J. FERRIS MARC HOTTANDER
Title: A-director B-director

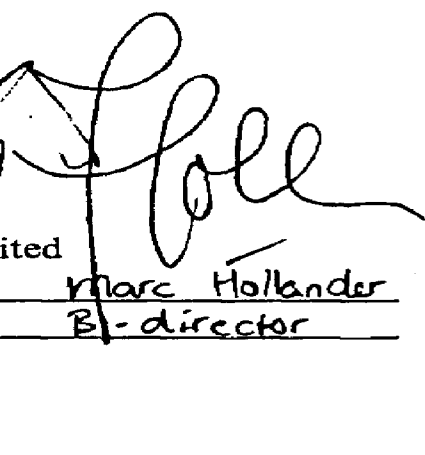
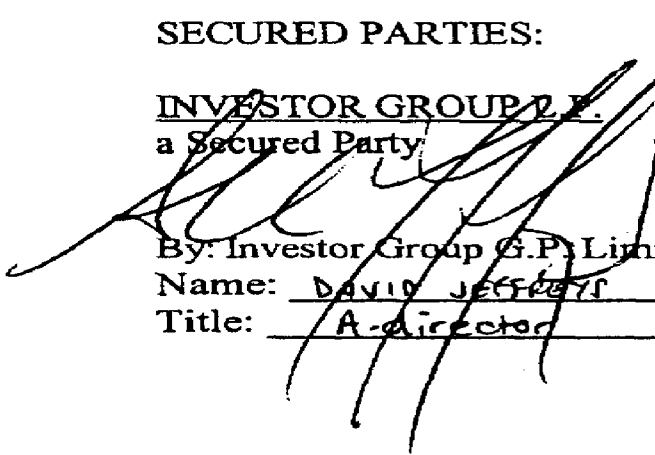
[SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002590 FRAME: 0757

SECURED PARTIES:

INVESTOR GROUP G.P.

a Secured Party



By: Investor Group G.P. Limited

Name: DAVID JEFFREYS

Marc Hollander

Title: A-director

B-director

SECURED PARTIES:

Laura Gund

as a Secured Party

By: Grant Gund 1978 Trust

Name: Laura Gund

Title: Trustee

SECURED PARTIES:


as a Secured Party

By: G. Zachary Gund 1978 Trust
Name: Lura Gund
Title: Trustee

SECURED PARTIES:

KBL HEALTHCARE, LP,
as a Secured Party

By: *Marlene Krauss*
Name: Marlene Krauss
Title: Managing Director

SECURED PARTIES:

KBL PARTNERSHIP, LP,

as a Secured Party

By: _____

Marlene Krauss

Name: Marlene Krauss

Title: Managing Director

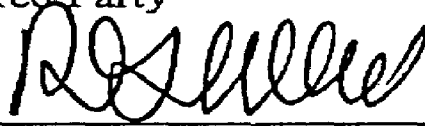
SECURED PARTIES:

SANDERLING VENTURE PARTNERS V
CO-INVESTMENT FUND, L.P.

By: Middleton, McNeil & Mills Associates V,
LLC

as a Secured Party

By: _____



Name: Robert G. McNeil

Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002590 FRAME: 0764

SECURED PARTIES:

SANDERLING V. BIOMEDICAL CO-
INVESTMENT FUND, L.P.

By: Middleton, McNeil & Mills Associates V,
LLC

as a Secured Party

By: 

Name: Robert G. McNeil

Title: Managing Director

SECURED PARTIES:

SANDERLING V. LIMITED PARTNERSHIP

By: Middleton, McNeil & Mills Associates V,
LLC

as a Secured Party

By: 

Name: Robert G. McNeil

Title: Managing Director

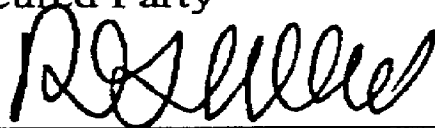
SECURED PARTIES:

SANDERLING V. BETEILIGUNGS GMBH &
CO. KG

By: Middleton, McNeil & Mills Associates V,
LLC

as a Secured Party

By: _____



Name: Robert G. McNeil

Title: Managing Director

EXHIBIT A

Issued Patents of Borrower

<u>Patent No.</u>	<u>Issue Date</u>	<u>Assignee</u>	<u>Title</u>	<u>Country of Filing</u>
5,270,051	12/14/93	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	United States
5,626,865	5/6/97	ISTA Pharmaceuticals, Inc.	ENZYME ORTHOKERATOLOGY	United States
5,788,957	8/4/98	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	United States
6,132,735	10/17/00	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	United States
5,866,120	2/2/99	ISTA Pharmaceuticals, Inc.	METHOD FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS HUMOR WITH HYALURONIDASE	United States
6,039,943	3/21/00	ISTA Pharmaceuticals, Inc.	METHOD FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS BODY WITH HYALURONIDASE	United States
668526	8/27/96	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Australia
285542	6/30/99	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Czech
2137449	9/20/99	ISTA Pharmaceuticals, Inc.	A PHARMACEUTICAL COMPOSITION, A DEVICE COMPRISING IT AND A METHOD CORRECTING REFRACTIVE ERRORS IN A MAMMALIAN EYE	Russia
48971	11/16/98	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Singapore
256038	2/18/00	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	South Korea
271241	8/11/00	ISTA Pharmaceuticals, Inc.	FORMULATIONS FOR USE IN ENZYME-ORTHOKERATOLOGY	South Korea

EXHIBIT A

Pending Patent Applications of Borrower

<u>Application No.</u>	<u>Filing Date</u>	<u>Assignee</u>	<u>Title</u>	<u>Country of Filing</u>
PI9206629-1	5/29/01	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Brazil
2120709	10/15/92	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Canada
92922291.7	10/15/92	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Europe
507793/1993	10/15/92	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Japan
943112	4/28/94	ISTA Pharmaceuticals, Inc.	ENZYME-ORTHOKERATOLOGY	Mexico
01203285.0	10/15/92	ISTA Pharmaceuticals, Inc.	FORMULATIONS FOR USE IN ENZYME-ORTHOKERATOLOGY	Europe
30739/99	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	Australia
PI9908692-1	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	Brazil
2323199	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	Canada
99805898.X	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	China
99912347.4	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	Europe

<u>Application No.</u>	<u>Filing Date</u>	<u>Assignee</u>	<u>Title</u>	<u>Country of Filing</u>
01103156.3	5/3/01	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	Hong Kong
2000535285	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME IN ORTHOKERATOLOGY	Japan
008785	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLOGY	Mexico
1020007010081	3/9/99	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME IN ORTHOKERATOLOGY	South Korea
09/656849	9/7/00	ISTA Pharmaceuticals, Inc.	USE OF CORNEAL HARDENING AGENTS IN ENZYME ORTHOKERATOLGY	United States
09/453012	12/2/99	ISTA Pharmaceuticals, Inc.	HYALURONIDASE PREPARATION FOR OPHTHALMIC ADMINISTRATION AND ENZYMATIC METHODS FOR TREATING DISORDERS OF THE EYE	United States
09/444003	11/19/99	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	United States
76936/98	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Australia
PI9809558-7	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Brazil
2288622	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Canada
98805342.X	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	China
98924866.1	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Europe
00105601.0	9/5/00	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Hong Kong
550719/1998	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Japan
9910495	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Mexico

<u>Application No.</u>	<u>Filing Date</u>	<u>Assignee</u>	<u>Title</u>	<u>Country of Filing</u>
1019997010750	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	South Korea
93449/01	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Australia
99126509	5/22/98	ISTA Pharmaceuticals, Inc.	USE OF HYALURONIDASE IN THE MANUFACTURE OF AN OPHTHALMIC PREPARATION FOR LIQUEFYING VITREOUS HUMOR IN THE TREATMENT OF EYE DISORDERS	Russia
53402/00	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HAMORRHAGIC BLOOD	Australia
PI9611617-0	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	Brazil
2238360	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	Canada
96199746.X	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	China
96944203.7	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	Europe
99103469.8		ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	Hong Kong
519951/1997	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	Japan
703840/1998	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	South Korea
984051	11/20/96	ISTA Pharmaceuticals, Inc.	ENZYMATIC METHOD AND COMPOSITIONS FOR TREATING INTRAVITREAL HEMORRHAGIC BLOOD	Mexico
09/574875	5/19/00	ISTA Pharmaceuticals, Inc.	METHOD FOR ACCELERATING CLEARANCE OF HEMORRHAGIC BLOOD FROM THE VITREOUS HUMOR WITH ANNEXIN II	United States
10/139139	5/2/02	ISTA Pharmaceuticals, Inc.	ANNEXIN II AS ENZYME STABILIZERS	United States
09/975039	10/10/01	ISTA Pharmaceuticals, Inc.	BIOCHEMICAL METHODS THAT ELIMINATE CORNEAL SCARS, OPACIFICATION AND HAZE	United States
2370504	4/28/00	ISTA Pharmaceuticals, Inc.	BIOCHEMICAL METHODS THAT ELIMINATE CORNEAL SCARS, OPACIFICATION AND HAZE	Canada
00928486.0	4/28/00	ISTA Pharmaceuticals, Inc.	BIOCHEMICAL METHODS THAT ELIMINATE CORNEAL SCARS, OPACIFICATION AND HAZE	Europe
2000-615023	4/28/00	ISTA Pharmaceuticals, Inc.	BIOCHEMICAL METHODS THAT ELIMINATE CORNEAL SCARS, OPACIFICATION AND HAZE	Japan

<u>Application No.</u>	<u>Filing Date</u>	<u>Assignee</u>	<u>Title</u>	<u>Country of Filing</u>
PAA2001011025	4/28/00	ISTA Pharmaceuticals, Inc.	BIOCHEMICAL METHODS THAT ELIMINATE CORNEAL SCARS, OPACIFICATION AND HAZE	Mexico
10/160135	5/31/02	ISTA Pharmaceuticals, Inc.	COMPOSITIONS AND METHODS FOR THE INDUCTION OF RETINAL DETACHMENTS	United States
24761/99	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Australia
PI9908342-6	1/28/99	ISTA Pharmaceuticals, Inc.	APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Brazil
2319087	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Canada
99804607.8	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	China
99904347.4	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Europe
01103155.4	5/3/01	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Hong Kong
2000529632	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Japan
7008251/2000	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	South Korea
7336	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Mexico
Unknown	1/28/99	ISTA Pharmaceuticals, Inc.	METHODS AND APPARATUS FOR ACCELERATED ORTHOKERATOLOGY	Russia

EXHIBIT B

Trademarks of Borrower

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Country of Filing</u>
2380344	8/29/00	5/1/98	ISTA Pharmaceuticals, Inc.	CORNEAPLASTY	United States
2261326	7/13/99	7/11/96	ISTA Pharmaceuticals, Inc.	VITRASE	United States
1.768.909	12/28/99	1/10/97	ISTA Pharmaceuticals, Inc.	VITRASE	Argentina
819 784 990	2/04/02	1/10/97	ISTA Pharmaceuticals, Inc.	VITRASE	Brazil
725350	1/14/98	1/9/97	ISTA Pharmaceuticals, Inc.	VITRASE	Australia
475992	9/5/00	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	Switzerland
30017222	8/23/00	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	Germany
000449777	5/29/00	1/8/97	ISTA Pharmaceuticals, Inc.	VITRASE	European Community
003012178	8/11/00	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	France
	6/11/98	1/9/97	ISTA Pharmaceuticals, Inc.	VITRASE	South Korea
556095	8/26/97	1/10/97	ISTA Pharmaceuticals, Inc.	VITRASE	Mexico
205930	12/07/00	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	Norway
609724	9/7/00	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	New Zealand
1218274	10/28/98	1/13/97	ISTA Pharmaceuticals, Inc.	VITRASE	China
T97/00377B	11/7/96	1/11/97	ISTA Pharmaceuticals, Inc.	VITRASE	Singapore
00954170	08/16/01	7/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	Taiwan
2225362	9/22/00	3/9/00	ISTA Pharmaceuticals, Inc.	VITRASE	United Kingdom
2420402	1/16/01	4/6/98	ISTA Pharmaceuticals, Inc.	design (non-textual)	United States
831286	2/07/02	4/11/00	ISTA Pharmaceuticals, Inc.	ISTA	Australia
1640452	9/28/01	4/30/00	ISTA Pharmaceuticals, Inc.	ISTA	China
1747173	4/14/02	4/30/00	ISTA Pharmaceuticals, Inc.	ISTA	China
2957/2001	3/12/01	4/12/00	ISTA Pharmaceuticals, Inc.	ISTA	Hong Kong
2958/2001	3/12/01	4/12/00	ISTA Pharmaceuticals, Inc.	ISTA	Hong Kong
4553598	3/22/02	4/10/00	ISTA Pharmaceuticals, Inc.	ISTA	Japan
945272	6/16/01	4/8/00	ISTA Pharmaceuticals, Inc.	ISTA	Taiwan
950239	7/16/01	4/8/00	ISTA Pharmaceuticals, Inc.	ISTA	Taiwan
1580390	6/07/01	4/28/00	ISTA Pharmaceuticals, Inc.	ISTA in simplified Chinese characters	China
200056964	6/14/01	4/28/00	ISTA Pharmaceuticals, Inc.	ISTA in simplified Chinese characters	China
2956/2001	3/12/01	4/11/00	ISTA Pharmaceuticals, Inc.	ISTA in complex Chinese characters	Hong Kong
2160/2001	2/21/01	4/11/00	ISTA Pharmaceuticals, Inc.	ISTA in complex Chinese characters	Hong Kong
4571327	5/24/02	4/11/00	ISTA Pharmaceuticals, Inc.	ISTA in Katakana	Japan

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Country of Filing</u>
949560	6/16/01	4/12/00	ISTA Pharmaceuticals, Inc.	ISTA in complex Chinese characters	Taiwan
950240	6/16/01	4/12/00	ISTA Pharmaceuticals, Inc.	ISTA in complex Chinese characters	Taiwan
1863981	3/18/02	9/14/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Argentina
849869	2/13/02	9/12/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Australia
1762216	5/07/02	9/12/00	ISTA Pharmaceuticals, Inc.	KERAFORM	China
40518264	4/19/02	9/14/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Korea
1664473	11/14/01	5/29/00	ISTA Pharmaceuticals, Inc.	KERATASE	China
1678267	9/24/01	5/26/00	ISTA Pharmaceuticals, Inc.	KERATASE	European Community
4447859	1/19/01	5/25/00	ISTA Pharmaceuticals, Inc.	KERATASE	Japan
678435	11/27/00	5/30/00	ISTA Pharmaceuticals, Inc.	KERATASE	Mexico
945980	1/31/00	10/2/98	ISTA Pharmaceuticals, Inc.	design (non-textual)	European Community

EXHIBIT B

Pending Trademark Applications of Borrower

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>	<u>Country of Filing</u>
75/896997	1/14/00	ISTA Pharmaceuticals, Inc.	ISTA	United States
76/049475	5/16/00	ISTA Pharmaceuticals, Inc.	ISTA Pharmaceuticals (with logo)	United States
78/148090	7/26/02	ISTA Pharmaceuticals, Inc.	ISTALOL	United States
75/902614	1/24/00	ISTA Pharmaceuticals, Inc.	ISTA PHARMACEUTICALS	United States
75/943976	3/14/00	ISTA Pharmaceuticals, Inc.	KERAFORM	United States
75/861825	11/30/99	ISTA Pharmaceuticals, Inc.	KERATASE	United States
75/933860	3/3/00	ISTA Pharmaceuticals, Inc.	KERATOFORM	United States
2280293	4/11/00	ISTA Pharmaceuticals, Inc.	ISTA	Argentina
2280294	4/11/00	ISTA Pharmaceuticals, Inc.	ISTA	Argentina
822623161	4/10/00	ISTA Pharmaceuticals, Inc.	ISTA	Brazil
822623153	4/10/00	ISTA Pharmaceuticals, Inc.	ISTA	Brazil
1054999	4/13/00	ISTA Pharmaceuticals, Inc.	ISTA	Canada
1640044	5/4/00	ISTA Pharmaceuticals, Inc.	ISTA	European Community
2000/34140		ISTA Pharmaceuticals, Inc.	ISTA	Korea
2000/34139		ISTA Pharmaceuticals, Inc.	ISTA	Korea
423159	4/28/00	ISTA Pharmaceuticals, Inc.	ISTA	Mexico
423160	4/28/00	ISTA Pharmaceuticals, Inc.	ISTA	Mexico
T00/05959Z	4/28/00	ISTA Pharmaceuticals, Inc.	ISTA	Singapore
T00/05960C	4/28/00	ISTA Pharmaceuticals, Inc.	ISTA	Singapore
2306686	9/14/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Argentina
823144380	9/12/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Brazil
823144372	9/12/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Brazil
447606	9/14/00	ISTA Pharmaceuticals, Inc.	KERAFORM	Mexico
2288755	5/29/00	ISTA Pharmaceuticals, Inc.	KERATASE	Argentina
836633	5/29/00	ISTA Pharmaceuticals, Inc.	KERATASE	Australia
822767996	5/30/00	ISTA Pharmaceuticals, Inc.	KERATASE	Brazil
1060521	5/25/00	ISTA Pharmaceuticals, Inc.	KERATASE	Canada
2000-2588	5/30/00	ISTA Pharmaceuticals, Inc.	KERATASE	Korea
891907	09/30/98	ISTA Pharmaceuticals, Inc.	design (non-textual)	Canada
833,236	1/9/97	ISTA Pharmaceuticals, Inc.	VITRASE	Canada
2000/4588	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	Hong Kong
2297462	3/7/00	ISTA Pharmaceuticals, Inc.	VITRASE	Spain
M12000C003505	2/24/00	ISTA Pharmaceuticals, Inc.	VITRASE	Italy
500005147	1/13/97	ISTA Pharmaceuticals, Inc.	VITRASE	Japan
2000/03766	3/6/00	ISTA Pharmaceuticals, Inc.	VITRASE	South Africa

EXHIBIT C

Copyright/Mask-PCT Authority Registrations of Borrower

<u>Copyright/Mask PCT Authority</u>	<u>Reg. No.</u>	<u>Date of Issue</u>	<u>Country of Filing</u>
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NONE

SCHEDULE 1

Secured Parties

1. Sprout Capital IX, L.P.
2. Sprout Entrepreneurs' Fund, L.P.
3. Donaldson, Lufkin & Jenrette Securities Corporation (as nominee for: DLJ First ESC, L.P., EMA 2001 Plan, L.P., CSFB 2001 Investors, L.P., Credit Suisse First Boston Private Equity, Inc., Docklands 2001 Plan, L.P and Paradeplatz 2001 Plan, L.P.)
4. Investor Growth Capital Limited
5. Investor Group L.P.
6. Dionis Trust
7. Grant Gund 1978 Trust
8. G. Zachary Gund 1978 Trust
9. KBL Healthcare, LP
10. KBL Partnership, LP
11. Sanderling Venture Partners V Co-Investment Fund, L.P.
12. Sanderling V Biomedical Co-Investment Fund, L.P.
13. Sanderling V Limited Partnership
14. Sanderling V Beteiligungs GmbH & Co. KG