

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InSite Vision Incorporated		12/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Agent
Street Address:	600 E. Las Colinas Boulevard
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78526837	AZASITE PLUS
Serial Number:	78426374	AZASITE
Registration Number:	2728154	OCUGENE
Registration Number:	2762809	OCUGENE
Registration Number:	1902360	INSITEVISION
Registration Number:	1898547	
Registration Number:	2042185	INSITE VISION
Registration Number:	1831860	AQUASITE
Registration Number:	1774599	INSITEVISION
Registration Number:	1769077	DURASITE

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

TRADEMARK

REEL: 003219 FRAME: 0059

900038850

CH \$265.00 78526837

Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Gina M. Durham

Signature:

/Gina M. Durham/

Date:

12/30/2005

Total Attachments: 3

source=T-Grant (InSite)#page1.tif

source=T-Grant (InSite)#page2.tif

source=T-Grant (InSite)#page3.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, INSITE VISION INCORPORATED, a Delaware corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has issued certain senior notes to the holders thereof (the "2003 Senior Notes" and the "2005 Senior Notes", respectively) and has received the proceeds thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 30, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, The Bank of New York, a company organized under the laws of the State of New York, as agent for and representative of the holders from time to time of the 2003 Senior Notes and The Bank of New York, a company organized under the laws of the State of New York, as agent for and representative of the holders from time to time of the 2005 Senior Notes (in each such capacity, the **"Collateral Agent"**), Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in the following properties and assets owned or held by Grantor or in which Grantor otherwise has any interest, now existing or hereafter acquired (the **"Trademark Collateral"**):

(i) 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 foregoing 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 thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, 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, blue prints, descriptions, inventions, name plates and catalogs;


(iii) 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; and

(iv) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral 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 any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of December, 2005.

INSITE VISION INCORPORATED

By: 
Name: S. Kumar Chandrasekaran, Ph.D.
Title: President, CEO and Chairman

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademarks:

No.	Registrant (or Last Registered Owner)	Application /Serial Number	File Date	Registration Number	Registration Date	Trademark Description
1.	InSite Vision Incorporated	78526837	12/03/04			AZASITE PLUS
2.	InSite Vision Incorporated	78426374	06/27/04			AZASITE
3.	InSite Vision Incorporated	78079603	08/16/01	2728154	06/17/03	OCUGENE
4.	InSite Vision Incorporated	78064675	05/21/01	2762809	09/09/03	OCUGENE
5.	InSite Vision Incorporated	74542156	06/21/94	1902360	07/04/95	INSITEVISION
6.	InSite Vision Incorporated	74541101	06/21/94	1898547	06/13/95	Design Only
7.	InSite Vision Incorporated	74478432	01/11/94	2042185	03/04/97	INSITE VISION
8.	InSite Vision Incorporated	74281757	06/05/92	1831860	04/19/94	AQUASITE
9.	InSite Vision Incorporated	74010246	12/12/89	1774599	06/01/93	INSITEVISION
10.	InSite Vision Incorporated	74010027	12/12/89	1769077	05/04/93	DURASITE