

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alimera Sciences, Inc.		10/14/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3353 Peachtree Road, NE		
Internal Address:	Suite M-10		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78523096	ALIMERA SCIENCES	
Serial Number:	77561097	ILUVIEN	
Serial Number:	77162728	ZELUMA	
Serial Number:	85236699	ILUVIEN	
Serial Number:	85221761	ZELUMA	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	781118-5		

CH \$140.00 78523096

900192110

TRADEMARK
REEL: 004543 FRAME: 0169

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/17/2011
Total Attachments: 10 source=5-17-11 Alimera Sciences-TM#page1.tif source=5-17-11 Alimera Sciences-TM#page2.tif source=5-17-11 Alimera Sciences-TM#page3.tif source=5-17-11 Alimera Sciences-TM#page4.tif source=5-17-11 Alimera Sciences-TM#page5.tif source=5-17-11 Alimera Sciences-TM#page6.tif source=5-17-11 Alimera Sciences-TM#page7.tif source=5-17-11 Alimera Sciences-TM#page8.tif source=5-17-11 Alimera Sciences-TM#page9.tif source=5-17-11 Alimera Sciences-TM#page10.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alimera Sciences, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10/14/10

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: Suite M-10

Street Address: 3353 Peachtree Rd, NE

City: Atlanta

State: GA

Country: USA Zip: 30326

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA, USA
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit C

B. Trademark Registration No.(s)

See Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
 Signature

5/17/11
 Date

Laura A. Cadogan
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 2010 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 3353 Peachtree Road, NE, Suite M-10, Atlanta, Georgia 30326, as collateral agent ("Agent") and **ALIMERA SCIENCES, INC.**, a Delaware corporation, with its principal place of business at 6120 Windward Parkway, Suite 290, Alpharetta, Georgia 30005 ("Grantor").

RECITALS

A. Agent and Midcap Funding III, LLC, as Lenders, have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, the Lenders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, subject to the effectiveness of this Intellectual Property Security Agreement as provided in the Loan Agreement, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

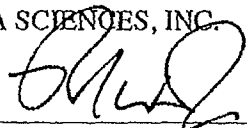
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6120 Windward Parkway, Suite 290
Alpharetta, Georgia 30005
Richard S. Eiswirth, Jr.
Attn: Chief Financial Officer

ALIMERA SCIENCES, INC.

By: 
Name: Richard S. Eiswirth, Jr.
Title: Chief Financial Officer / CFO

AGENT:

Address of Bank:

3353 Peachtree Road, NE, Suite M-10
Atlanta, Georgia 30326
Attn: Mr. Scott McCarty

SILICON VALLEY BANK, as collateral agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6120 Windward Parkway, Suite 290
Alpharetta, Georgia 30005

Attn: _____

ALIMERA SCIENCES, INC.

By: _____

Name: _____

Title: _____

AGENT:

Address of Bank:

3353 Peachtree Road, NE, Suite M-10
Atlanta, Georgia 30326

Attn: Mr. Scott McCarty

SILICON VALLEY BANK, as collateral agent

By: M. Scott McCarty

Name: Scott McCarty

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Country	Case Type	Application Number	Application Date	Patent Number	Issue Date	Title
United States	Design	29/297,333	11/8/2007	D592,746	5/19/2009	OCULAR IMPLANTATION DEVICE
Canada	Design	125,826	4/30/2008	125826	1/19/2009	OCULAR IMPLANTATION DEVICE
Switzerland	Design	135105	5/2/2008	135105	6/30/2008	OCULAR IMPLANTATION DEVICE
European Community Design	Design	925502	5/5/2008	000925502-0001	5/5/2008	OCULAR IMPLANTATION DEVICE
United States	Regular	12/266,699	11/7/2008			OCULAR IMPLANTATION DEVICE
Patent Cooperation Treaty	Regular	PCT/US2008/082735	11/7/2008			OCULAR IMPLANTATION DEVICE
European Community Design	Design	925502	5/5/2008	000925502-0002	5/5/2008	OCULAR IMPLANTATION DEVICE
European Community Design	Design	925502	5/5/2008	000925502-0003	5/5/2008	OCULAR IMPLANTATION DEVICE
European Community Design	Design	925502	5/5/2008	000925502-0004	5/5/2008	OCULAR IMPLANTATION DEVICE
European Community Design	Design	925502	5/5/2008	000925502-0005	5/5/2008	OCULAR IMPLANTATION DEVICE
European Community Design	Design	925502	5/5/2008	000925502-0006	5/5/2008	OCULAR IMPLANTATION DEVICE
United States	Provisional Filing	64/289,761	12/23/2009			METHOD OF REDUCING INCIDENCE OF INTRACULAR PRESSURE AND CATARACT FORMATION ASSOCIATED WITH INTRACULAR USE OF CORTICOSTEROIDS.

Brazil	Regular	PI 0820176-5	11/7/2008			OCULAR IMPLANTATION DEVICE
China P.R.	Regular	200880124659.0	11/7/2008			OCULAR IMPLANTATION DEVICE
European Patent Convention	Regular	8846561.2	11/7/2008			OCULAR IMPLANTATION DEVICE
India	Regular	3220/DELNP/2010	11/7/2008			OCULAR IMPLANTATION DEVICE
Japan	Regular	Unknown	11/7/2008			OCULAR IMPLANTATION DEVICE
Canada	Regular	2,705,239	11/7/2008			OCULAR IMPLANTATION DEVICE
Hong Kong	Regular	10108839.6	9/17/2010			OCULAR IMPLANTATION DEVICE
United States	Regular	12/1974,738	12/31/10			METHOD OF REDUCING incidence of intraocular pressure and cataract formation associated with intraocular steroids.

EXHIBIT C

Trademarks

Mark	Country	Appln. No. #	Filing Date	Reg. Date	Registration No.
ALIMERA SCIENCES	Argentina	2,592,886	05/26/2005	10/09/2006	2,119,089
ALIMERA SCIENCES	Argentina	2,592,885	05/26/2005	10/09/2006	2,119,088
ALIMERA SCIENCES	Australia	1056974	05/24/2005	10/04/2005	1056974
ALIMERA SCIENCES	Brazil	827524510	05/25/2005	10/28/2008	827524510
ALIMERA SCIENCES	Brazil	827524528	05/25/2005	10/28/2008	827524528
ALIMERA SCIENCES	Canada	1,257,955	05/17/2005	12/04/2007	TMA702,242
ILUVIEN	Canada	1,368,656	10/23/2007		
MEDIVR	Canada	1,368,654	10/23/2007		
ZELUMA	Canada	1,368,654	10/23/2007		
ALIMERA SCIENCES	Chile	688,476	05/26/2005	01/20/2006	747.279
ALIMERA SCIENCES	Chile	688,477	05/26/2005	01/20/2006	747.280
ALIMERA SCIENCES	China	4681479	05/26/2005	10/14/2008	4681479
ALIMERA SCIENCES	China	4681478	05/26/2005	01/07/2009	4681478
ALIMERA SCIENCES	CTM	004448304	05/19/2005	06/16/2006	004448304
ILUVIEN	CTM	006386494	10/23/2007	04/07/2009	006386494
ILUVIEN & DESIGN	CTM	008131849	03/02/2009	11/10/2009	008131849
MEDIVR	CTM	004416714	02/22/2006	01/19/2007	004416714
ZELUMA	CTM	006386361	10/23/2007	04/09/2009	006386361
ILUVIEN	India	1614322	10/23/2007	03/31/2009	1614322
ZELUMA	India	1614324	10/23/2007	03/31/2009	1614324
ALIMERA SCIENCES	Japan	2005-46054	05/25/2005	10/21/2005	4903482
ILUVIEN	Japan	2007-108733	10/23/2007	06/13/2008	5140938
ZELUMA	Japan	2007-108731	10/23/2007	06/13/2008	5140937
ALIMERA SCIENCES	Mexico	719,738	05/26/2005	08/24/2005	896550
ALIMERA SCIENCES	Mexico	719,739	05/26/2005	08/24/2005	896551
ALIMERA SCIENCES	New Zealand	730115	05/24/2005	11/24/2005	730115
ALIMERA SCIENCES	Norway	2005 04941	05/25/2005	03/16/2006	231453
ILUVIEN	Norway	200712849	10/23/2007	05/09/2008	245812
MEDIVR	Norway	2006 01800	02/21/2006	10/09/2006	1485447
ZELUMA	Norway	200712852	10/23/2007	05/09/2008	245825
ALIMERA SCIENCES	Russian Federation	2005712425	05/25/2005	11/01/2006	316062
ALIMERA SCIENCES	Singapore	T05/08553Z	05/25/2005	05/25/2005	T05/08553Z
ALIMERA SCIENCES	Singapore	T05/08555F	05/25/2005	05/25/2005	T05/08555F
ALIMERA SCIENCES	South Africa	2005/10248	05/25/2005	01/19/2009	2005/10248
ALIMERA SCIENCES	South Africa	2005/10249	05/25/2005	01/19/2009	2005/10249

Mark	Country	Appln. No. #	Filing Date	Reg. Date	Registration No.
ALIMERA SCIENCES	South Korea	45-2005-2310	05/25/2005	11/21/2006	18098
ALIMERA SCIENCES	Switzerland	54302/2005	05/24/2005	07/29/2005	536112
ILUVIEN	Switzerland	61790/2007	10/23/2007	10/23/2007	567153
ZELUMA	Switzerland	61789/2007	10/23/2007	10/23/2007	567152
ALIMERA SCIENCES	Taiwan	94024752	05/25/2005	02/16/2006	01197406
ALIMERA SCIENCES	Turkey	2005/20655	05/24/2005	05/24/2005	200520655
ALIMERA SCIENCES	U.S.	78/523,096	11/26/2004	04/25/2006	3,084,774
ILUVIEN	U.S.	77/162,728	04/23/2007		
ILUVIEN & Design	U.S.	77/561,097	09/03/2008		
ZELUMA	U.S.	77/162,728	04/23/2007		
Iluvien	U.S.	85/236,699	02/8/2011		
Zeluma	U.S.	85/231,761	11/29/2011		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1251199.3