

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprout Capital IX, L.P.		06/06/2012	LIMITED PARTNERSHIP:
Sprout Entrepreneur's Fund, L.P.		06/06/2012	Unknown:
Donaldson, Lufkin & Jenrette Securities Coporation, 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		06/06/2012	Unknown:
Investor Growth Capital Limited		06/06/2012	Unknown:
Investor Group L.P.		06/06/2012	Unknown:
Dionis Trust		06/06/2012	Unknown:
Grant Gund 1978 Trust		06/06/2012	Unknown:
G. Zachary Gund 1978 Trust		06/06/2012	Unknown:
KBL Healthcare, LP		06/06/2012	Unknown:
KBL Partnership, LP		06/06/2012	Unknown:
Sanderling Venture Partners V Co-Investment Fund, L.P.		06/06/2012	Unknown:
Sanderling V Biomedical Co-Investment Fund, L.P.		06/06/2012	Unknown:
Sanderling V Limited Partnership		06/06/2012	Unknown:
Sanderling V Beteiligungs GmbH & Co. KG		06/06/2012	Unknown:
RECEIVING PARTY DATA			
Name:	ISTA Pharmaceuticals, Inc.		
Street Address:	50 Technology Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		

OP \$265.00 2380344

TRADEMARK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2380344	CORNEAPLASTY
Registration Number:	2261326	VITRASE
Registration Number:	2420402	
Registration Number:	2948249	ISTA
Registration Number:	2923539	ISTA PHARMACEUTICALS
Registration Number:	3162955	ISTA PHARMACEUTICALS
Registration Number:	2925741	ISTALOL
Serial Number:	75943976	KERAFORM
Serial Number:	75861825	KERATASE
Serial Number:	75933860	KERATOFORM

CORRESPONDENCE DATA

Fax Number: 2122253999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: acarew-watts@cgsh.com

Correspondent Name: Antonia Carew-Watts

Address Line 1: One Liberty Plaza

Address Line 2: Cleary Gottlieb Steen & Hamilton

Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Antonia Carew-Watts
Signature:	/Antonia Carew-Watts/
Date:	06/08/2012

Total Attachments: 12

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (this “**Release**”) is granted on this 6th day of June, 2012, by the parties listed in Schedule 1 (each, a “**Secured Party**” and together, the “**Secured Parties**”) in favor of ISTA Pharmaceuticals, Inc. (the “**Borrower**”).

W I T N E S S E T H:

WHEREAS, on September 19, 2002 the Secured Parties and the Borrower entered into a Note and Warrant Purchase Agreement pursuant to which the Borrower issued senior secured convertible promissory notes, dated as of September 19, 2002 (as amended, modified or otherwise supplemented from time to time, each a “**Note**” and collectively, the “**Notes**”);

WHEREAS, on September 19, 2002, the Secured Parties and the Borrower entered a Security Agreement whereby Borrower granted to the Secured Parties a security interest in all of its personal property to secure, among other things, its obligations under the Notes;

WHEREAS, on September 19, 2002, the Secured Parties and Borrower entered into the Intellectual Property Security Agreement (the “**IP Security Agreement**” and together with the Security Agreement, the “**Security Agreements**”), under which the Borrower granted to the Secured Parties a security interest in the Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademarks and trademark applications listed in Exhibit 1 (the “**Trademarks**”);

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on September 25, 2002 at Reel/Frame 002590/0747; and

WHEREAS, the Secured Parties desire to release any and all security interests, and any other lien, they may have in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Parties hereby agree as follows:

1. Each Secured Party hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges each security interest in the Trademarks that was granted to such Secured Party under the Security Agreements, and any and all other security interests or liens that such Secured Party or its predecessors, successors and assigns may have in or to the Trademarks under the Security Agreements.

2. The parties hereto authorize and request the United States Patent and Trademark Office to record this Release against the Trademarks. Each Secured Party agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.
3. Each Secured Party hereby represents and warrants that it has full authority to execute and deliver this Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, each Secured Party will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.
4. This Release shall be governed by and construed in accordance with the law of the State of New York.
5. This Release shall be binding upon the Secured Parties' representatives, successors, assigns and transferees.


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IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

SPROUT CAPITAL IX, L.P.

By: DLJ Capital Corporation
Its: Managing General Partner

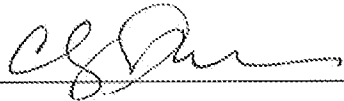
By: _____

Name: Craig L. Slutzkin

Title: Attorney in Fact

SPROUT ENTREPRENEURS' FUND, L.P.

By: DLJ Capital Corporation
Its: General Partner

By: _____

Name: Craig L. Slutzkin

Title: Attorney in Fact

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

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.)

By:  _____

Name: Craig L. Slutzkin

Title: Attorney in Fact

Signature Page to Trademark Security Interest
Release

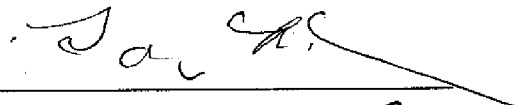
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TRADEMARK
REEL: 004798 FRAME: 0240

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

DIONIS TRUST

By: 

Name: Gordon Gund

Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

GRANT GUND 1978 TRUST

By: *Mura L Gund*

Name: Mura L Gund

Title: Trustee

SECURED PARTY:

G. ZACHARY GUND 1978 TRUST

By: *Mura L Gund*

Name: Mura L Gund

Title: Trustee

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

INVESTOR GROWTH CAPITAL
LIMITED

By: _____ 

Name: R. de Heus

Title: Director

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

INVESTOR GROUP L.P.

By: Investor Growth Capital LLC
Its: General Partner

By: 

Name: Michael Oporto

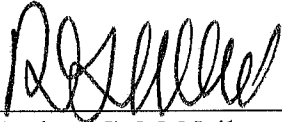
Title: Secretary

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

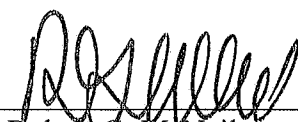
SANDERLING VENTURE PARTNERS
V CO-INVESTMENT FUND, L.P.

By: Middleton, McNeil & Mills
Associates V, LLC
Its: General Partner

By: 
Robert G. McNeil
Managing Director

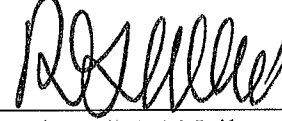
SANDERLING V LIMITED
PARTNERSHIP

By: Middleton, McNeil & Mills
Associates V, LLC
Its: General Partner

By: 
Robert G. McNeil
Managing Director

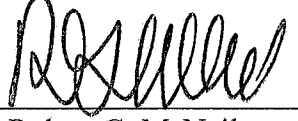
SANDERLING V BIOMEDICAL CO-
INVESTMENT FUND, L.P.

By: Middleton, McNeil & Mills
Associates V, LLC
Its: General Partner

By: 
Robert G. McNeil
Managing Director

SANDERLING V BETEILIGUNGS
GMBH & CO. KG

By: Middleton, McNeil & Mills
Associates V, LLC
Its: General Partner

By: 
Robert G. McNeil
Managing Director

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

SECURED PARTY:

KBL HEALTHCARE, LP

By: Marlene Krauss
Its: Managing Director

By: Marlene Krauss

Name: Marlene Krauss

Title: Managing Dir.

KBL PARTNERSHIP, LP

By:
Its:

By: Marlene Krauss

Name: _____

Title: _____

SCHEDULE I

SECURED PARTIES

SPROUT CAPITAL IX, L.P.
SPROUT ENTREPRENEURS' FUND, L.P.
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.)
INVESTOR GROWTH CAPITAL LIMITED
INVESTOR GROUP L.P.
DIONIS TRUST
GRANT GUND 1978 TRUST
G. ZACHARY GUND 1978 TURST
KBL HEALTHCARE, LP
KBL PARTNERSHIP, LP
SANDERLING VENTURE PARTNERS V CO-INVESTMENT FUND, L.P.
SANDERLING V BIOMEDICAL CO-INVESTMENT FUND, L.P.
SANDERLING V LIMITED PARTNERSHIP
SANDERLING V BETEILIGUNGS GMBH & CO. KG

EXHIBIT 1

Trademarks of Borrower

Registration No.	Registration Date	Mark
2380344	8/29/00	Corneaplasty
2261326	7/13/99	Vitrase
2420402	1/16/01	design (non-textual)
2948249	5/10/05	ISTA
2923539	2/01/05	ISTA Pharmaceuticals
3162955	10/24/06	ISTA Pharmaceuticals (with logo)
2925741	2/08/05	Istalol

Pending Trademark Applications of Borrower

Application No.	Filing Date	Mark
75/943976	3/14/00	Keraform
75/861825	11/30/99	Keratase
75/933860	3/3/00	Keratoform