

## 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
TEARSCIENCE, INC.		02/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HEALTHCARE ROYALTY PARTNERS II, L.P.		
Street Address:	300 Atlantic Street, Suite 600		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4019792	TEARSCIENCE	
Registration Number:	3917406	LIPVIEW	
Registration Number:	3990369	LIPIFLOW	
Registration Number:	3513476	KOLIS SCIENTIFIC	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125046000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	One World Financial Center		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	98988.		
NAME OF SUBMITTER:	Jennifer A. Chick		

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Signature:	/Jennifer A. Chick/
Date:	04/17/2013
<b>Total Attachments: 10</b> source=TearScience - Trademark Security Agreement (Executed)#page1.tif source=TearScience - Trademark Security Agreement (Executed)#page2.tif source=TearScience - Trademark Security Agreement (Executed)#page3.tif source=TearScience - Trademark Security Agreement (Executed)#page4.tif source=TearScience - Trademark Security Agreement (Executed)#page5.tif source=TearScience - Trademark Security Agreement (Executed)#page6.tif source=TearScience - Trademark Security Agreement (Executed)#page7.tif source=TearScience - Trademark Security Agreement (Executed)#page8.tif source=TearScience - Trademark Security Agreement (Executed)#page9.tif source=TearScience - Trademark Security Agreement (Executed)#page10.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 25, 2013, by TEARSCIENCE, INC. (the "Pledgor"), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P., in its capacity as secured party pursuant to the Security Agreement referred to below (in such capacity, the "Secured Party").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Secured Party as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto (as such schedules may be amended or supplemented from time to time) and including, but not limited to, each domain name of the Pledgor listed on Schedule II attached hereto (as such schedules may be amended or supplemented from time to time);

(b) all Goodwill associated with such Trademarks;

(c) each Trademark License of the Pledgor listed on Schedule III attached hereto (as such schedules may be amended or supplemented from time to time); and

(d) all Proceeds of any and all of the foregoing (other than Excluded Property) provided, however, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or any other trademark interest that is damaged, harmed or restricted by the granting of a security interest.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate when the Secured Party confirms in writing that all the Secured Obligations have been paid in full in cash and all commitments to make loans under the Loan Agreement have terminated. Upon termination of this Trademark Security Agreement the Pledged Collateral shall be released from the Lien of this Trademark Security Agreement. Upon such release or any release of Pledged Collateral described in Section 2 above or any part thereof in accordance with the provisions of the Loan Agreement, the Secured Party shall, upon the request and at the sole cost and expense of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement to the extent of such release.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here- to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Modification in Writing. Section 11.5 of the Security Agreement is in- corporated herein, *mutatis mutandis*, as if a part hereof.

SECTION 8. Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial; Etc. Section 11.7 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

SECTION 9. Severability. Section 11.8 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TEARSCIENCE, INC.,  
as Pledgor

By:



Name: Nicole Wicker  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

27335472

**TRADEMARK**  
**REEL: 005008 FRAME: 0206**

Accepted and Agreed:

HEALTHCARE ROYALTY PARTNERS II, L.P.,  
as Secured Party

By: Healthcare Royalty GP, LLC,  
its General Partner

By: \_\_\_\_\_

Name: Gregory B. Brown, M.D.  
Title: Founding Managing Director

[Signature Page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 005008 FRAME: 0207**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

United States Registered:

<b>Owner</b>	<b>Trademark</b>	<b>App. Number</b>	<b>Filing Date</b>	<b>Short Status</b>	<b>Registration Number</b>	<b>Registration Date</b>
TearScience	TEARSCIENCE	77508554	June 26, 2008	Registered	4019792	August 30, 2011
TearScience	LIPIVIEW	77384342	January 30, 2008	Registered	3917406	February 8, 2011
TearScience	LIPIFLOW	77384313	January 30, 2008	Registered	3990369	July 5, 2011
TearScience	KOLIS SCIENTIFIC	77197641	June 5, 2007	Registered <sup>1</sup>	3513476	October 7, 2008

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<sup>1</sup> As of the Closing Date, the Borrower further owns the registration to the trademark KOLIS SCIENTIFIC (reg. no. 3513476, reg. date Oct. 7, 2008); however, the Borrower and each of the Subsidiaries discontinued use of said trademark as of January 1, 2009 and, as of the Closing Date, have no intention of maintaining said trademark. Accordingly, the KOLIS SCIENTIFIC mark is deemed immaterial and understood by the Parties to be effectively abandoned.

Domain Names:

Domain Name	Expiration Date	Owner / Registrant	Registrar
e-dryeye.com	1/11/2014	TEARSCIENCE	GODADDY.COM, LLC
edryeye.com	1/11/2014	TEARSCIENCE	GODADDY.COM, LLC
eyelipid.com	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
korbdryeyeinstitute.com	11/11/2013	TEARSCIENCE	GODADDY.COM, LLC
korbdryeyeinstitute.org	11/11/2013	TEARSCIENCE	Public Interest Registry
lipiddeficient.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidflow.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidinterferometer.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidinterferometry.com	10/2/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidview.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
lipiflo.com	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.com	1/4/2015	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.info	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.net	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.org	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.com	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.info	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.net	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.org	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipivue.com	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
mebomianexpression.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
meibomianevaluator.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
meibomiangland.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
meibomianglandexpression.com	10/2/2013	TEARSCIENCE	GODADDY.COM, LLC
meibonator.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.com	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.info	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.mobi	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.net	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.org	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
teareactivator.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearfilmlipid.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearfilmoil.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearlayer.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearlipid.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearoil.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearsci.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC



<b>Domain Name</b>	<b>Expiration Date</b>	<b>Owner / Registrant</b>	<b>Registrar</b>
tearscience.co	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscience.info	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscience.mobi	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscience.org	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscienceselect.com	1/30/2014	TEARSCIENCE	GODADDY.COM, LLC
theyeflow.com	1/29/2014	TEARSCIENCE	GODADDY.COM, LLC

Foreign Registered:

Owner	Trademark	Country	Serial No (Priority App. No.)	File Date (Priority Date)	Short Status	Reg. No.	Reg. Date
TearScience	LIPIFLOW	Canada	1404383	7/22/2008	Registered	TMA797660	5/16/2011
TearScience	LIPIFLOW	Madrid Protocol (Designated states – China, Germany, Spain, France, United Kingdom, Greece, Italy, Japan, Portugal)	(US 77384313)	(1/30/2008)	Registered	976847	7/28/2008
TearScience	LIPIVIEW	Canada	1404380	7/22/2008	Registered	TMA797657	5/16/2011
TearScience	LIPIVIEW	Madrid Protocol (Designated states – China, Germany, Spain, France, United Kingdom, Greece, Italy, Japan, Portugal)	(US 77384342)	(1/30/2008)	Registered	976846	7/28/2008

Foreign Applications:

Owner	Trademark	Country	Serial No	File Date	Short Status
TearScience	TearScience	Canada	1533767	6/29/2011	Pending

**SCHEDULE II**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

NONE

**SCHEDULE III**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

NONE