

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated IPSA		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALIMERA SCIENCES, INC.		05/07/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET		
<b>Internal Address:</b>	SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78523096	ALIMERA SCIENCES	
<b>Serial Number:</b>	77162736	ILUVIEN	
<b>Serial Number:</b>	85221761	ZELUMA	
<b>Serial Number:</b>	85554862	ILUVIEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2023704761		
<b>Email:</b>	tfahey@nationalcorp.com		
<b>Correspondent Name:</b>	Thomas Fahey		
<b>Address Line 1:</b>	1100 G Street NW, Suite 420		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F144664		

OP \$115.00 78523096

**900254805**

**TRADEMARK**  
**REEL: 005024 FRAME: 0719**

NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	05/09/2013
<b>Total Attachments: 11</b> source=Trademark A&R IPSA - Alimera#page2.tif source=Trademark A&R IPSA - Alimera#page3.tif source=Trademark A&R IPSA - Alimera#page4.tif source=Trademark A&R IPSA - Alimera#page5.tif source=Trademark A&R IPSA - Alimera#page6.tif source=Trademark A&R IPSA - Alimera#page7.tif source=Trademark A&R IPSA - Alimera#page8.tif source=Trademark A&R IPSA - Alimera#page9.tif source=Trademark A&R IPSA - Alimera#page10.tif source=Trademark A&R IPSA - Alimera#page11.tif source=Trademark A&R IPSA - Alimera#page12.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of May 7, 2013 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") 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. Bank has agreed to make certain advances of money and to extend certain financial accommodations to **ALIMERA SCIENCES LIMITED**, a company registered under the laws of England and Wales under company number 08018355 ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof. Grantor has guaranteed the full and punctual payment of all such Loans and credit accommodations pursuant to that certain Unconditional Guaranty dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Guaranty"), which Guaranty is secured by the assets and property of Grantor pursuant to that certain Security Agreement between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank 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 Guaranty and the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank 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 Grantor's obligations under the Guaranty and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations under the Guaranty and the Security Agreement, Grantor grants and pledges to Bank 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of October 14, 2010, between Grantor and Bank, that was entered into in connection with that certain Loan and Security Agreement (Working Capital Line of Credit) dated as of October 14, 2010, between Grantor and Bank.

[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.

Address of Grantor:

6120 Windward Parkway  
Suite 290  
Alpharetta, Georgia 30005

Attn: \_\_\_\_\_

Address of Bank:

275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466

Attn: Ms. Kate Leland

GRANTOR:

ALIMERA SCIENCES, INC.

By: 

Name: Richard S. Eiswirth, Jr.

Title: CFO and COO

BANK:

SILICON VALLEY BANK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 005024 FRAME: 0724

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: \_\_\_\_\_

BANK:

Address of Bank:

275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466

Attn: Ms. Kate Leland

SILICON VALLEY BANK

By: MSHCO  
Name: Scott McCarty  
Title: Vice President

EXHIBIT A

Copyrights

None



EXHIBIT B

Patents

Country	Case Type	Application Number	Application Date	Status	Patent Number	Issue Date	Title	BHGL Docket No.
United States	Design	29/297,333	11/8/2007	Issued	D592,746	5/19/2009	OCULAR IMPLANTATION DEVICE	13785-52
Canada	Design	125,826	4/30/2008	Issued	125826	1/19/2009	OCULAR IMPLANTATION DEVICE	13785-53
Switzerland	Design	135105	5/2/2008	Issued	135105	6/30/2008	OCULAR IMPLANTATION DEVICE	13785-54
European Community Design	Design	000928502-0001	5/5/2008	Issued	000928502-0001	5/5/2008	OCULAR IMPLANTATION DEVICE	13785-55
United States	Provisional Filing	60/986,464	11/8/2007	Expired			OCULAR IMPLANTATION DEVICE	13785-56
United States	Provisional Filing	61/075,786	6/26/2008	Expired			OCULAR IMPLANTATION DEVICE	13785-57
United States	Regular	12/266,699	11/7/2008	Pending			OCULAR IMPLANTATION DEVICE	13785-68
Patent Cooperation Treaty	Regular	PCT/US2008/082735	11/7/2008	Completed			OCULAR IMPLANTATION DEVICE	13785-69
European Community Design	Design	000928502-0002	5/5/2008	Issued	000928502-0002	5/5/2008	OCULAR IMPLANTATION DEVICE	13785-70
European Community Design	Design	000928502-0003	5/5/2008	Issued	000928502-0003	5/5/2008	OCULAR IMPLANTATION DEVICE	13785-71
European Community Design	Design	000928502-0004	5/5/2008	Issued	000928502-0004	5/5/2008	OCULAR IMPLANTATION DEVICE	13785-72
European Community Design	Design	000928502-0005	5/5/2008	Issued	000928502-0005	5/5/2008	OCULAR IMPLANTATION DEVICE	13785-73
European Community Design	Design	000928502-0006	5/5/2008	Issued	000928502-0006	5/5/2008	OCULAR IMPLANTATION DEVICE METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE AND CATARACT FORMATION ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-74
United States	Provisional Filing	61/289,761	12/23/2009	Expired			OCULAR IMPLANTATION DEVICE	13785-75
Brazil	Regular	PI0820176-5	11/7/2008	Pending			OCULAR IMPLANTATION DEVICE	13785-77
China P.R.	Regular	200880124659.00	11/7/2008	Published			OCULAR IMPLANTATION DEVICE	13785-78
European Patent Convention	Regular	8846561.2	11/7/2008	Published			OCULAR IMPLANTATION DEVICE	13785-79
India	Regular	3220/DLNP/2010	11/7/2008	Published			OCULAR IMPLANTATION DEVICE	13785-80
Japan	Regular	2010-533258	11/7/2008	Published			OCULAR IMPLANTATION DEVICE	13785-81
Canada	Regular	2705239	11/7/2008	Pending			OCULAR IMPLANTATION DEVICE	13785-82
Hong Kong	Regular	10108839.6	9/17/2010	Published			OCULAR IMPLANTATION DEVICE	13785-84
United States	Regular	12/974,738	12/21/2010	Issued	8,404,270	3/26/2013	METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-85
Patent Cooperation Treaty	Regular	PCT/US2010/061562	12/21/2010	Published			METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-86
China P.R.	Regular	201080057585.00	12/21/2010	Published			METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-89
European Patent Convention	Regular	10840065.6	12/21/2010	Published			METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-90
India	Regular	5501/CHENP/2012	12/21/2010	Pending			METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-91
Japan	Regular	2012-546152	12/21/2010	Pending			METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-92
United States	Regular	13/757,298	2/1/2013	Pending			METHOD OF REDUCING INCIDENCE OF INTRAOCULAR PRESSURE ASSOCIATED WITH INTRAOCULAR USE OF CORTICOSTEROIDS	13785-94

EXHIBIT C

Trademarks

## EXHIBIT C

## Trademarks

Mark	Country	Application No.	File 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	10/22/2012	TMA834,771
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 AND DESIGN	CTM	008131849	03/02/2009	11/10/2009	008131849
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
ILUVIEN	India	2496986	03/16/2013		
ALIMERA SCIENCES	Japan	2005-046054	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	05/24/2005	03/16/2006	231453
ILUVIEN	Norway	200712849	10/23/2007	05/08/2008	245812
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
ALIMERA SCIENCES	South Korea	2005-0002310	05/25/2005	11/21/2006	45-0018098
ALIMERA SCIENCES	Switzerland	54302/2005	05/24/2005	07/29/2005	536112
ILUVIEN	Switzerland	61790/2007	10/23/2007	1/25/2008	567153
ZELUMA	Switzerland	61789/2007	10/23/2007	1/25/2008	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.	77/162,736	04/23/2007	10/25/2011	4,045,625
ZELUMA	U.S.	85/221,761	01/20/2011		
ILUVIEN & Design	U.S.	85/554,862	02/28/2012		

EXHIBIT D

Mask Works

None

1529345.2