

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
ISCIENCE INTERVENTIONAL CORPORATION		11/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3318977	ITRACK	
Registration Number:	3278271	ISCIENCE	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
Signature:	/leeconner-tkf/		

CH \$65.00 3318977

Date:

09/11/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 16, 2012 by and between SQUARE 1 BANK ("*Bank*") and ISCIENCE INTERVENTIONAL CORPORATION, a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has 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 between Bank and Grantor dated as of February 9, 2012 (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that, until Grantor achieves the Equity Milestone, Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan 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 its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that such grant shall be effective only until the occurrence, after the date of this Intellectual Property Security Agreement, of the Equity Milestone as described in the Loan Agreement. Upon the occurrence of the Equity Milestone as described in the Loan Agreement, this Intellectual Property Security Agreement and the grant by Borrower to Bank of the security interest in the Intellectual Property Collateral shall each automatically terminate. At that time, Bank agrees (a) to promptly execute and file with the appropriate recordation office recordable intellectual property releases that evidence the termination of the security interest granted by Borrower to Bank in the Intellectual Property Collateral, and to deliver copies of such releases to Borrower promptly upon request, (b) if necessary, to revise the Agreement to reflect the termination of the grant of the security interest by Borrower to Bank in the Intellectual Property

Collateral, and (c) to file amendments to any UCC financing statements to reflect that the security interest granted by Borrower to Bank in the Intellectual Property Collateral has been released.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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TRADEMARK
REEL: 005108 FRAME: 0401

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

4055 Campbell Avenue
Menlo Park, CA 94025

ISCIENCE INTERVENTIONAL
CORPORATION

By: 

Name: Michael F. Nash

Title: President & CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Name: Zach Kibbey

Title: ADP

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EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

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EXHIBIT B**PATENTS**

Description	Country	Registration OR Serial Number	Registration OR Filing Date
*Apparatus and Method for Ocular Treatment	USA	11/587,784	09/13/2007
*Apparatus and Method for Surgical Enhancement of Aqueous Humor Drainage	USA	11/587,785	07/15/2008
*Apparatus and Formulations for Suprachoroidal Drug Delivery	USA	11/709,941	02/21/2007
*Method of Treatment Using Microparticulate Biomaterial Composition	USA	12/211,001	09/15/2008
*Subretinal Access Device	USA	12/359,157	01/23/2009
*Device for Aspirating Fluids	USA	12/359,169	01/23/2009
*Microliter Injector	USA	12/412,586	03/27/2009
*Apparatus and Method for Ocular Treatment	USA	12/609,345	10/30/2009
Device for Placing Circumferential Implant in Schlemm's Canal	USA	13/115,543	05/25/2011
Methods and Apparatus for Sub-Retinal Catherization	USA	13/320,218	12/05/2011
*Apparatus and Methods for Surgical Bypass of Aqueous Humor	USA	7,699,882	04/20/2010
Injector for Viscous Materials	USA	7,967,772	06/28/2011
Ophthalmic Implant for Treatment of Glaucoma	USA	8,034,105	10/11/2011

*Treatment of Ocular Disease	USA	8,123,729	02/28/2012
Composite Ophthalmic Microcannula	USA	8,172,830	05/08/2012
*Ultrasound Interfacing Device for Tissue Imaging	USA	7,931,596	04/26/2011
*Apparatus and Method for Surgical Bypass of Aqueous Humor	USA	12/720,543	03/09/2010
Composite Ophthalmic Microcannula	USA	7,207,980	04/27/2007
Ophthalmic Implant for Treatment of Glaucoma	USA	13/233,986	09/15/2011
*Treatment of Ocular Disease	USA	09/735,408	12/11/2000
*Ophthalmic Microsurgical System	USA	10/496,254	05/20/2004
Composite Ophthalmic Microcannula	USA	12/789,231	05/27/2010
*Device for Ocular Access	USA	13/273,775	10/14/2011

* Bank will not make a notice filing at the USPTO for the indicated patents.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
*ICATH	76697731	06/03/2009
*IULTRASOUND	4043608	10/25/2011
*ISCIENCE SURGICAL	3268755	07/24/2007
ITRACK	3318977	10/23/2007
*ISCIENCE SURGICAL	3398878	03/18/2008
	85602442	04/19/2012
ISCIENCE	3278271	08/14/2007

* Bank will not make a notice filing at the USPTO for the indicated trademarks.

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