TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Term Loan)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Vision Research, Inc.		04/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85967253	OSMO-CORRECTION
Serial Number:	85967251	RESTORES EYES NATURAL BALANCE
Registration Number:	2041112	THERATEARS
Registration Number:	2171942	PHARMACEUTICALS WITH A MISSION
Registration Number:	2173882	ADVANCED VISION RESEARCH
Registration Number:	2770188	THERATEARS
Registration Number:	3140041	STERILID
Registration Number:	3181614	THERATEARS STERILID
Registration Number:	3513562	MACUTRITION
Registration Number:	3604086	NUTRIDOX
Registration Number:	3688179	IHEAT
Registration Number:	3786085	THERATEARS XTRA
Registration Number:	3791171	EVANESCE
Registration Number:	3887976	STABILOSE
Serial Number:	85121025	JEFFREY P. GILBARD, MD

CH $390.00 85967253

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-39180
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/18/2014

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 17, 2014 by and from ADVANCED VISION RESEARCH, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Term Loan Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Loan Agreement dated April 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Term Loan Pledge and Security Agreement dated April 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Term Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

ADVANCED VISION RESEARCH, INC.

By: _____
Name: Joseph Bonaccorsi
Title: Secretary

TRADEMARK
REEL: 005264 FRAME: 0091

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Owner	Status in Trademark Office	Registration/ Application No. Date	Country
OSMO-CORRECTION™	AVR	Awaiting Initial Response from UTO	85/967,253 (June 22, 2013)	United States
RESTORES EYES NATURAL BALANCE™	AVR	Awaiting Initial Response from UTO	85/967,251 (June 22, 2013)	United States
STABILON®	AVR	Registered	1064551	Australia
THERA TEARS®	AVR	Renewed	2,041,112	United States
THERATEARS®	AVR	Registered	002153476	European Union
PHARMACEUTICALS WITH A MISSION ®	AVR	Renewed	2,171,942	United States
ADVANCED VISION RESEARCH®	AVR	Renewed	2,173,882	United States
THERATEARS®	AVR	Registered	2,770,188	United States
THERA TEARS®	AVR	Registered	002996155	European Union
STERILID®	AVR	Registered	3,140,041	United States
THERA TEARS STERILID®	AVR	Registered	3,181,614	United States
MACUTRITION ®	AVR	Registered	3,513,562	United States
NUTRIDOX ®	AVR	Registered	3,604,086	United States
IHEAT®	AVR	Registered	3,688,179	United States
THERA TEARS XTRA®	AVR	Registered	3,786,085	United States
EVANESCE®	AVR	Registered	3,791,171	United States
STERILID®	AVR	Registered	004549721	European Union
STABILOSE®	AVR	Registered	3,887,976	United States
JEFFREY P. GILBARD, MD	AVR	Allowed	85121,025	United States
THERA TEARS®	AVR	Registered	902036	Mexico
STERILID®	AVR	Registered	907931	Mexico
STERILID®	AVR	Registered	1064550	Australia
STERILID®	AVR	Registered	1376561	India
THERATEARS®	AVR	Renewed	730182	Australia
THERATEARS®	AVR	Renewed	274324	New Zealand
THERATEARS®	AVR	Registered	TMA573,256	Canada
THERATEARS®	AVR	Registered	TMA641,310	Canada
THERATEARS®	AVR	Registered	1376560	India
THERA LID®	AVR	Registered	TMA766,079	Canada