

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACUFOCUS, INC.		08/29/2014	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: 2			
Property Type	Number	Word Mark	
Registration Number:	4410370	THE INTRA-CORNEAL COMPANY	
Registration Number:	4189681	REJUVENATING EVERYDAY VISION	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	98988.014		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	09/02/2014		
Total Attachments: 5			
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TRADEMARK

Trademark Security Agreement

Trademark Security Agreement, dated as of August 29, 2014, by ACUFOCUS, INC. (the “Pledgor”), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P., in its capacity as secured party pursuant to the Financing Agreement (in such capacity, the “Secured Party”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of November 7, 2011 (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 and to induce the Secured Party to amend and restate the Financing Agreement as of the date hereof, 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;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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. Termination. At the end of the Secured Period, the Secured Party shall 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.

SECTION 5. 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 hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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.

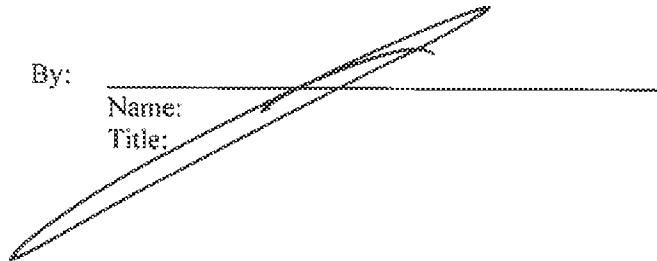
Very truly yours,

ACUFOCUS, INC.

By: _____

Name: _____

Title: _____

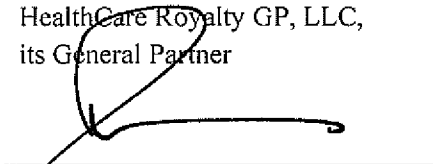
A large, stylized handwritten signature in black ink, written over the signature line and extending upwards and to the right.

[Signature Page to Trademark Security Agreement]

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]

TRADEMARK
REEL: 005355 FRAME: 0032

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	COUNT RY	CLASS: GOODS	APP. NO. APP. DATE	REG. NO. REG. DATE	STATUS
THE INTRA- CORNEAL COMPANY	United States	INT. CL. 10 OPHTHALMIC IMPLANTS COMPRISED OF ARTIFICIAL MATERIAL, NAMELY, CORNEAL INLAYS; SURGICAL AND MEDICAL APPARATUS FOR USE IN OPHTHALMIC SURGERY	85/831,843 1/24/13	4,410,370 10/1/13	REGISTERED
REJUVENA TING EVERYDA Y VISION	United States	INT. CL. 10 ARTIFICIAL OPHTHALMIC IMPLANTS INCLUDING CORNEAL INLAYS FOR VISION CORRECTION; SURGICAL AND MEDICAL APPARATUS AND INSTRUMENTS FOR USE IN OPHTHALMIC SURGERY	85/477,739 11/21/11	4,189,681 8/14/12	REGISTERED