

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerie Pharmaceuticals, Inc.		09/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerfield Management Company, L.P., as Agent		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Deerfield Special Situations International Master Fund, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: VIRGIN ISLANDS, BRITISH		
Name:	DEERFIELD SPECIAL SITUATIONS FUND, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Deerfield International Master Fund, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: VIRGIN ISLANDS, BRITISH		
Name:	Deerfield Private Design Fund III, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
			TRADEMARK

Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Deerfield Partners, L.P.
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86231355	RHOPRESSA
Serial Number:	86231392	ROCLATAN

CORRESPONDENCE DATA

Fax Number: 3125774565
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.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333285-108
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/11/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of the 8th day of September, 2014 by and between DEERFIELD PRIVATE DESIGN FUND III, L.P., DEERFIELD PARTNERS, L.P., DEERFIELD INTERNATIONAL MASTER FUND, L.P., DEERFIELD SPECIAL SITUATIONS FUND, L.P., DEERFIELD SPECIAL SITUATIONS INTERNATIONAL MASTER FUND, L.P. (collectively, the "Purchasers"), DEERFIELD MANAGEMENT COMPANY, L.P., as agent for the Purchasers ("Agent") and AERIE PHARMACEUTICALS, INC, (the "Grantor").

RECITALS

A. The Purchasers and Grantor are parties to that certain Note Purchase Agreement dated as of September 8, 2014 (as the same may be amended, modified or supplemented from time to time, the "Note Purchase Agreement"; capitalized terms used and not defined herein are used as defined in the Note Purchase Agreement) pursuant to which the Purchasers purchased the Notes from Grantor.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent and Purchasers, 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 (as such term is defined in the Security Agreement).

C. In connection with the Security Agreement, Grantor desires to reaffirm their grant to Agent and Purchasers of a security interest in their Intellectual Property.

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 the Obligations (as defined in the Security Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure payment and performance of the Obligations, Grantor grants to Agent and Purchasers and reaffirms its grant under the Security Agreement of, a security interest in all of Grantor's right, title and interest in, to and the following Intellectual Property (the "Intellectual Property Collateral"):

(a) All patents, patent applications and like protections including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(b) 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 trademark registrations and applications set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(c) 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; and

(d) 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. These security interests are granted in conjunction with the security interests granted to Agent and Purchasers, under the Security Agreement. The rights and remedies of Agent and Purchasers with respect to the security interests granted hereby are in addition to those set forth in the Note Purchase Agreement and Security Agreement, and those which are now or hereafter available to Agent and Purchasers as a matter of law or equity. Each right, power and remedy of Agent and Purchasers provided for herein or in the Note Purchase Agreement or Security Agreement, 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 Agent and Purchasers of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent and Purchasers, of any or all other rights, powers or remedies.

3. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.


4. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE NOTE PURCHASE AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

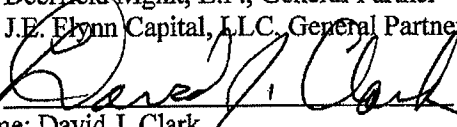
AERIE PHARMACEUTICALS, INC.

By: 
Name: Richard J. Rubino
Title: Chief Financial Officer

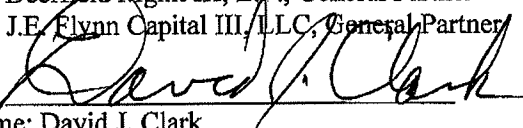
[Signatures Continue on Following Page]

PURCHASERS:

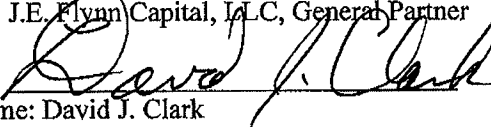
DEERFIELD PARTNERS, L.P.

By: Deerfield Mgmt, L.P., General Partner
By: J.E. Flynn Capital, LLC, General Partner
By: 
Name: David J. Clark
Title: Authorized Signatory

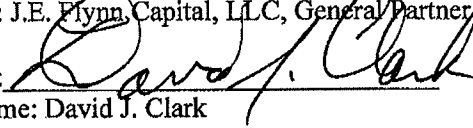
DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt III, L.P., General Partner
By: J.E. Flynn Capital III, LLC, General Partner
By: 
Name: David J. Clark
Title: Authorized Signatory

**DEERFIELD INTERNATIONAL MASTER FUND,
L.P.**

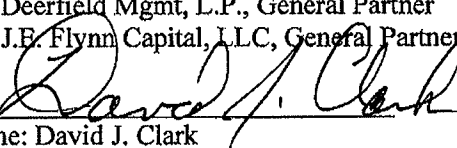
By: Deerfield Mgmt, L.P., General Partner
By: J.E. Flynn Capital, LLC, General Partner
By: 
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD SPECIAL SITUATIONS FUND, L.P.

By: Deerfield Mgmt, L.P., General Partner
By: J.E. Flynn Capital, LLC, General Partner
By: 
Name: David J. Clark
Title: Authorized Signatory

**DEERFIELD SPECIAL SITUATIONS
INTERNATIONAL MASTER FUND, L.P.**

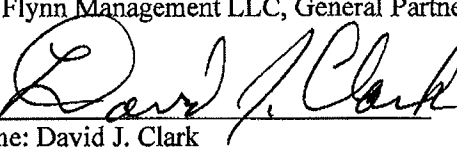
By: Deerfield Mgmt, L.P., General Partner
By: J.E. Flynn Capital, LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

AGENT:

**DEERFIELD MANAGEMENT COMPANY, L.P., as
Agent**

By: Flynn Management LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

[End of Signature Pages]

EXHIBIT A

Patents and Patent Applications

Title	Case No./ Subcase	Case Type/ Status	Appl. No./ Filing Date
6-AMINOISOQUINOLINE COMPOUNDS United States of America	017425-9026 02	Continuation Pending	13/723811 12/21/2012
6- AND 7-AMINO ISOQUINOLINE COMPOUNDS AND METHODS FOR MAKING AND USING THE SAME United States of America	017425-9028 01	Continuation Published	12/704822 2/12/2010
BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS United States of America	017425-9035 02	Continuation Pending	14/273895 5/9/2014
DUAL-ACTION INHIBITORS AND METHODS OF USING SAME United States of America	017425-9040 01	Patent Cooperation Treaty Published	13/318457 2/17/2012
RHO KINASE INHIBITORS United States of America	017425-9046 02	Utility Patent Filing Allowed	11/856740 9/18/2007
COMBINATION THERAPY United States of America	017425-9049 01	Utility Patent Filing Pending	14/213940 3/14/2014
COMBINATION THERAPY United States of America	017425-9049 02	Utility Patent Filing Pending	14/213961 3/14/2014

EXHIBIT B

Trademarks and Trademark Applications

Trademark	Country	Number	Date
RHOPRESSA	United States	86231355	March 25, 2014
ROCLATAN	United States	86231392	March 25, 2014