

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InSite Vision Incorporated		10/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	100 Wall Street, Suite 1600		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85269973	AZASITE XTRA	
Serial Number:	85294577	BLESSSED	
Serial Number:	85294575	BLEQOL	
Serial Number:	85294572	BLEQOLITY	
Serial Number:	85400992	BROMSITE	
Serial Number:	85605533	AZASITE PLUS	
Serial Number:	85684350	BROMDEX	
Serial Number:	74281757	AQUASITE	
Serial Number:	86288680	DEXASITE	
Serial Number:	86343549		
Serial Number:	86365042	BLESSSED	
Serial Number:	86365047	BLEQCL	
Serial Number:	86365048	BLEQOLITY	
Serial Number:	74478432	INSITE VISION	
Serial Number:	74541101		
Serial Number:	74010246	INSITEVISION	
Serial Number:	74010027	DURASITE	
Serial Number:	78426374	AZASITE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 4156932222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	323010-100 INSITE VISION
--------------------------------	--------------------------

NAME OF SUBMITTER:	C. Rhem
---------------------------	---------

SIGNATURE:	/CR/
-------------------	------

DATE SIGNED:	10/16/2014
---------------------	------------

Total Attachments: 9

source=InSite - IP Security Agreement#page1.tif

source=InSite - IP Security Agreement#page2.tif

source=InSite - IP Security Agreement#page3.tif

source=InSite - IP Security Agreement#page4.tif

source=InSite - IP Security Agreement#page5.tif

source=InSite - IP Security Agreement#page6.tif

source=InSite - IP Security Agreement#page7.tif

source=InSite - IP Security Agreement#page8.tif

source=InSite - IP Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 9, 2014 by and between U.S. Bank National Association, as collateral agent for itself and the Holders described in the Security Agreement (in such capacity, the "Collateral Agent") and InSite Vision Incorporated, a Delaware corporation (the "Grantor").

RECITALS

A. Pursuant to the Securities Purchase Agreement dated as of October 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Grantor, Riverbank Capital Securities, Inc., and the purchasers party thereto (collectively, the "Holders", together with the Collateral Agent, the "Secured Parties"), the Grantor has issued or will issue its 12% Senior Secured Notes (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Notes"). Capitalized terms used herein are used as defined in the Purchase Agreement or the Security Agreement, dated as of October 9, 2014 (the "Security Agreement"), between the Grantor and the Collateral Agent, as applicable, unless otherwise noted. To secure its obligations under the Notes, the Collateral Agency Agreement and any other Collateral Documents, the Grantor desires to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain copyrights, trademarks, patents and patent applications.

B. Pursuant to the terms of the Security Agreement, dated as of October 9, 2014 (the "Security Agreement"), between the Grantor and the Collateral Agent, the Grantor has granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the 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 Notes, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Notes, the Grantor grants and pledges to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property Collateral, including without limitation those copyrights, patents and patent applications, 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.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Secured Parties, under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Notes and other Collateral Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Secured Parties, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Security Agreement, the other Collateral Documents, the Purchase Agreement, or the Notes, 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Purchase Agreement, the Notes or other Collateral Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Holders, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall constitute a Collateral Agreement as defined under the Security Agreement.

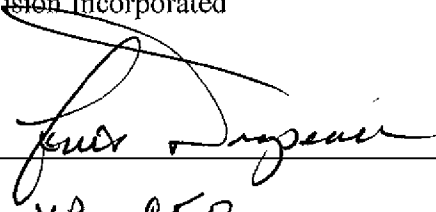
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR: InSite Vision Incorporated

Address of Grantor:
InSite Vision Incorporated
965 Atlantic Avenue
Alameda, California 94501

Attn: _____

InSite Vision Incorporated

By:  _____

Title: VP, CFO _____

COLLATERAL AGENT: US Bank National Association

Address of Collateral Agent:
U.S. Bank National Association
Global Corporate Trust Services
100 Wall Street, Suite 1600
New York, New York 10005

Attn: _____

U.S. Bank National Association

By: _____

Title: _____

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: InSite Vision Incorporated

Address of Grantor:
InSite Vision Incorporated
965 Atlantic Avenue
Alameda, California 94501

InSite Vision Incorporated

By: _____

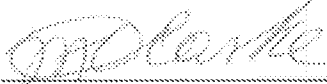
Attn: _____

Title: _____

COLLATERAL AGENT: US Bank National Association

Address of Collateral Agent:
U.S. Bank National Association
Global Corporate Trust Services
100 Wall Street, Suite 1600
New York, New York 10005

U.S. Bank National Association

By:  _____

Attn: Jean Clarke _____

Title: Vice President _____

Exhibit A
Active Copyrights

<u>Title</u>	<u>US Copyright Reg. No. & Reg. Date</u>
Blepharitis Quality of Life Questionnaire	TXu 1-757-406 Registered May 24, 2011
Clinical Efficacy Assessments	TXu 1-757-403 Registered May 24, 2011

Exhibit B

InSite Vision US Patents

Application No.	Title	Filing Date	Patent No.	Issue Date
08/248,500	NON-STEROIDAL ANTI-INFLAMMATORY OPTHALMIC SUSPENSIONS	24-May-94	6309630	30-Oct-01
08/963,815	SUSTAINED RELEASE OPTHALMIC COMPOSITIONS CONTAINING WATER SOLUBLE MEDICAMENTS	04-Nov-97	6159458	12-Dec-00
09/074,419	OPHTHALMIC COMPOSITIONS	08-May-98	6265444	24-Jul-01
09/127,919	INJECTION APPARATUS AND METHOD OF USING SAME	03-Aug-98	6309374	30-Oct-01
09/127,920	METHODS OF OPTHALMIC ADMINISTRATION	03-Aug-98	6378526	30-Apr-02
09/346,923	TOPICAL TREATMENT OR PREVENTION OF OCULAR INFECTIONS	02-Jul-99	6239113	29-May-01
09/366,072	METHODS OF OPTHALMIC ADMINISTRATION	02-Aug-99	6397849	04-Jun-02
09/366,703	INJECTION APPARATUS AND METHOD OF USING SAME	02-Aug-99	6299603	09-Oct-01
09/523,102	METHODS AND COMPOSITIONS FOR TREATING AND INHIBITING RETINAL NEOVASCULARIZATION	10-Mar-00	7141607	28-Nov-06
09/767,943	TOPICAL TREATMENT OR PREVENTION OF OCULAR INFECTIONS	24-Jan-01	6569443	27-May-03
10/160,060	TOPICAL TREATMENT FOR PREVENTION OF OCULAR INFECTIONS	04-Jun-02	7056893	06-Jun-06
10/407,425	TOPICAL TREATMENT OF PREVENTION OF OCULAR INFECTIONS	07-Apr-03	7749970	06-Jul-10
10/898,170	TOPICAL TREATMENT OR PREVENTION OF OCULAR INFECTIONS	26-Jul-04	7732415	08-Jun-10
11/397,047	DROP DISPENSER FOR THE DELIVERY OF UNIFORM DROPLETS OF VISCOUS LIQUIDS	03-Apr-06	7758553	20-Jul-10
11/905,854	CONCENTRATED AQUEOUS AZALIDE FORMULATIONS	04-Oct-07	7795231	14-Sep-10

Application No.	Title	Filing Date	Patent No.	Issue Date
12/398,625	CONTROLLED-RELEASE OPHTHALMIC VEHICLES	05-Mar-09	8501800	06-Aug-13
12/398,657	NON-STEROIDAL ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS	05-Mar-09	8778999	15-Jul-14
12/399,596	TIP ARRANGEMENT FOR A DROPPER BOTTLE	06-Mar-09	8695850	15-Apr-14
29/257,372	DROP DISPENSER	03-Apr-06	D543118	22-May-07
29/326,079	CHARGING FIXTURE WITH VALVES	10-Oct-08	D603525	03-Nov-09

Pending US Patent Applications

Application No.	Title	Filing Date
12/399,729	METHODS FOR TREATING OCULAR INFLAMMATORY DISEASES	06-Mar-09
13/188,730	COMPOSITIONS AND METHODS FOR THE TREATMENT OF OCULAR SURFACE ALLERGIES	22-Jul-11
13/333,534	COMBINATION ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS	21-Dec-11
13/345,087	METHODS AND KITS FOR EXTENDING CONTACT LENS USE	06-Jan-12
13/843,267	CONCENTRATED AQUEOUS AZALIDE FORMULATIONS	15-Mar-13
13/849,837	COMBINATION ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS	25-Mar-13
14/149,743	METHODS FOR TREATMENT OF POSTOPERATIVE INFLAMMATION WITH REDUCED INTRAOCULAR PRESSURE	07-Jan-14
14/233,152	METHODS OF TREATING RECURRENT MEIBOMIAN GLANDS DISORDER AND THEREBY DECREASING THE FREQUENCY OF RECURRENCE	15-Jan-14

Active Trademarks

Country	MWE Ref. No.	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Argentina	075538-0366	AZA-SITE	Registered	2825523	19-May-2008	2343825	29-Jan-2010
Argentina	075538-0367	AZASITE PLUS	Registered	2832345	18-Jun-2008	2343494	27-Jan-2010
Argentina	075538-0368	AZASITE XTRA	Registered	2832346	18-Jun-2008	2343493	27-Jan-2010
Canada	075538-0331	AZASITE	Allowed	1325128	21-Nov-2006		
Canada	075538-0332	AZASITE PLUS	Allowed	1325131	21-Nov-2006		
Canada	075538-0261	DURASITE	Registered	716434	06-Nov-1992	TMA432299	26-Aug-1994
Canada	075538-0302	INSITEVISION	Registered	1304175	05-Jun-2006	TMA695185	30-Aug-2007
Canada	075538-0346	AZASITE XTRA	Registered	1357610	27-Jul-2007	TMA726348	17-Oct-2008
China (People's Republic)	075538-0342	AZASITE	Registered	6092489	06-Jun-2007	6092489	14-Feb-2010
China (People's Republic)	075538-0343	AZASITE PLUS	Registered	6092488	06-Jun-2007	6092488	14-Feb-2010
China (People's Republic)	075538-0349	AZASITE XTRA	Registered	6233365	21-Aug-2007	6233365	14-Mar-2010
European Community	075538-0465	BROMSITE	Pending	013084561	15-Jul-2014		
European Community	075538-0333	AZASITE	Registered	005490231	22-Nov-2006	005490231	18-Sep-2007
European Community	075538-0334	AZASITE PLUS	Registered	005490438	22-Nov-2006	005490438	18-Sep-2007
European Community	075538-0340	DURASITE	Registered	005961701	01-Jun-2007	005961701	01-Jun-2007
European Community	075538-0347	AZASITE XTRA	Registered	006150973	30-Jul-2007	006150973	11-Jun-2008
France	075538-0232	INSITE VISION	Registered	102454	12-Jan-1989	1528018	12-Jan-1989
Germany	075538-0229	INSITE VISION	Registered	I235995WZ	10-Jan-1989	1177170	03-Jun-1991
Indonesia	075538-0351	AZASITE	Registered	D002007031977	21-Sep-2007	IDM000198274	16-Mar-2009
Indonesia	075538-0355	AZASITE XTRA	Registered	D00 2007 042983	20-Nov-2008	IDM000247561	17-May-2010
Japan	075538-0231	INSITE VISION	Registered	13004	12-Jan-1989	2357238	29-Nov-1991
Japan	075538-0335	AZASITE	Registered	108598/2006	22-Nov-2006	5078922	21-Sep-2007
Japan	075538-0336	AZASITE PLUS	Registered	108599/2006	22-Nov-2006	5083195	12-Oct-2007
Japan	075538-0341	DURASITE	Registered	055438/2007	01-Jun-2007	5123917	28-Mar-2008
Japan	075538-0348	AZASITE XTRA	Registered	84467/2007	31-Jul-2007	5146375	27-Jun-2008
Japan	075538-0378	AZASITE (IN KATAKANA)	Registered	2009-1266	09-Jan-2009	5261133	28-Aug-2009
Japan	075538-0379	AZASITE (IN KATAKANA)	Registered	2009-1267	09-Jan-2009	5261134	28-Aug-2009
Korea, Republic of	075538-0252	AQUASITE (IN KOREAN CHARACTERS)	Intend Cancel	40-2000-0039026	12-Aug-2000	511297	28-Jan-2002
Korea, Republic of	075538-0249	DURASITE	Registered	50-2010-5926	06-Aug-1999	473727	20-Jul-2000
Korea, Republic of	075538-0253	DURASITE (IN KOREAN CHARACTERS)	Registered	40-2000-0039027	12-Aug-2000	511296	28-Jan-2002
Korea, Republic of	075538-0402	AZASITE	Registered	40-2009-0042944	04-Sep-2009	40-0928844	31-Jul-2012
Malaysia	075538-0356	AZASITE XTRA	Registered	07025321	26-Dec-2007	07025321	24-Mar-2009
Singapore	075538-0358	AZASITE XTRA	Registered	T07/24014A	24-Dec-2007	T07/24014A	19-Jun-2008

Taiwan	075538-0401	AZASITE	Registered	098038851	04-Sep-2009	1407409	01-May-2010
Thailand	075538-0359	AZASITE XTRA	Registered	682735	25-Dec-2007	682735	25-Dec-2007
United Kingdom	075538-0248	INSITE VISION	Registered	1350711	13-Jul-1988	1350711	13-Jul-1988
United States of America	075538-0419	AZASITE XTRA	Allowed	85/269973	17-Mar-2011		
United States of America	075538-0420	BLESSED	Allowed	85/294577	13-Apr-2011		
United States of America	075538-0421	BLEQOL	Allowed	85/294575	13-Apr-2011		
United States of America	075538-0422	BLEQOLITY	Allowed	85/294572	13-Apr-2011		
United States of America	075538-0433	BROMSITE	Allowed	85/400992	18-Aug-2011		
United States of America	075538-0438	AZASITE PLUS	Allowed	85/605533	23-Apr-2012		
United States of America	075538-0441	BROMDEX	Allowed	85/684350	23-Jul-2012		
United States of America	075538-0244	AQUASITE	Intend Cancel	74/281757	05-Jun-1992	1831860	19-Apr-1994
United States of America	075538-0462	DEXASITE	Pending	86/288680	22-May-2014		
United States of America	075538-0464	DURASITE (AND DESIGN)	Pending	86/343549	21-Jul-2014		
United States of America	075538-0466	BLESSED	Pending	86/365042	13-Aug-2014		
United States of America	075538-0467	BLEQCL	Pending	86/365047	13-Aug-2014		
United States of America	075538-0468	BLEQOLITY	Pending	86/365048	13-Aug-2014		
United States of America	075538-0230	INSITEVISION & Eye Design (on left)	Registered	74/478432	11-Jan-1994	2042185	04-Mar-1997
United States of America	075538-0247	MISCELLANEOUS DESIGN (Stylized Eye)	Registered	74/541101	21-Jun-1994	1898547	13-Jun-1995
United States of America	075538-0263	INSITEVISION	Registered	74/010246	12-Dec-1989	1774599	01-Jun-1993
United States of America	075538-0264	DURASITE	Registered	74/010027	12-Dec-1989	1769077	04-May-1993
United States of America	075538-0300	AZASITE	Registered	78/426374	27-May-2004	3345071	27-Nov-2007
Vietnam	075538-0360	AZASITE XTRA	Registered	4-2007-26415	24-Dec-2007	125005	15-May-2009