

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALDEYRA THERAPEUTICS, INC.	FORMERLY ALDEXA THERAPEUTICS, INC.	11/20/2013	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: 3			
Property Type	Number	Word Mark	
Serial Number:	86137465	ALDEXA THERAPEUTICS	
Serial Number:	86138117	A	
Serial Number:	86223081	ALDEYRA THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	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:	/Lee Conner-adb/		
DATE SIGNED:	11/13/2014		
Total Attachments: 6			
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**SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 24, 2014 by and between SQUARE 1 BANK ("*Bank*") and ALDEYRA THERAPEUTICS, INC. (f/k/a ALDEXA THERAPEUTICS, INC.), a Delaware corporation ("*Grantor*"), and amends and restates in its entirety that certain Amended and Restated Intellectual Property Security Agreement dated November 20, 2013 by and between Bank and 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 April 12, 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 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 all other agreements now existing or hereafter arising between Grantor and Bank, 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 its Intellectual Property (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.

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.

square 1 bank



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 Second Amended and Restated 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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Aldexa Therapeutics, Inc. - 2nd A&R IP SA

2.



TRADEMARK
REEL: 005400 FRAME: 0524

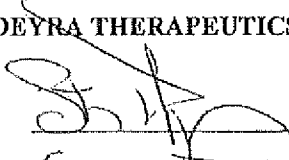
IN WITNESS WHEREOF, each party has caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

Address of Grantor:

15 New England Executive Park
Burlington, MA 01803
131 Hartwell Ave, Ste 320
Lexington, MA 02421

GRANTOR:

ALDEYRA THERAPEUTICS, INC.

By: 

Name: STEPHEN LIPINO

Title: CEO

Address of Bank:

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

BANK:

SQUARE 1 BANK

By: 

Name: Elisabeth Foussianes

Title: VP

[Signature Page to Second Amended and Restated Intellectual Property Security Agreement]

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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

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
Compositions and methods of treating retinal disease	11/920,866	01/23/2009
Compositions and methods of treating retinal disease	7,973,025	07/05/2011
Compositions and methods of treating retinal disease	13/175,218	07/01/2011
Compositions and Methods for the Treatment of Macular Degeneration	13/514,769	08/17/2012
Process to Prepare 6-Chloro-3-Amino-2-(2- Hydroxypropyl)-1-Azanaphthalene	13/709,802	12/10/2012

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EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Aldexa Therapeutics	86137465	12/6/2013
A	86138117	12/9/2013
Aldeyra Therapeutics	86223081	03/17/2014

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