

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333084

|   |                                  |                       |                    |
|---|----------------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST     |                       |                    |
| <b>SEQUENCE:</b>  | 2                                |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |                                  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b> | <b>Entity Type</b> |
| Venture Lending & Leasing VI, Inc.  |                                  | 02/23/2015            | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>   |                                  |                       |                    |
| <b>Name:</b>  | Oculus Innovative Sciences, Inc. |                       |                    |
| <b>Street Address:</b>  | 1129 North McDowell Blvd.        |                       |                    |
| <b>City:</b>  | Petaluma                         |                       |                    |
| <b>State/Country:</b>   | CALIFORNIA                       |                       |                    |
| <b>Postal Code:</b>   | 94954                            |                       |                    |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE            |                       |                    |
| <b>PROPERTY NUMBERS Total: 5</b>  |                                  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 77776368                         | SAFETYBLITZ           |                    |
| <b>Registration Number:</b>   | 3012162                          | MICROCYN              |                    |
| <b>Registration Number:</b>   | 3061236                          | DERMACYN              |                    |
| <b>Registration Number:</b>   | 3099243                          | VETERICYN             |                    |
| <b>Registration Number:</b>   | 3596517                          | DENTRICYN             |                    |
| <b>CORRESPONDENCE DATA</b>  |                                  |                       |                    |
| <b>Fax Number:</b>  | 6172430066                       |                       |                    |
| <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> |                                  |                       |                    |
| <b>Email:</b>   | amy@tromblybusinesslaw.com       |                       |                    |
| <b>Correspondent Name:</b>  | Amy Trombly                      |                       |                    |
| <b>Address Line 1:</b>  | 1434 Spruce St Suite 100         |                       |                    |
| <b>Address Line 4:</b>  | Boulder, COLORADO 80302          |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Amy Trombly                      |                       |                    |
| <b>SIGNATURE:</b>   | /Amy Trombly/                    |                       |                    |
| <b>DATE SIGNED:</b>   | 02/24/2015                       |                       |                    |
| <b>Total Attachments: 3</b>   |                                  |                       |                    |

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Venture Lending & Leasing V, Inc.  
Venture Lending & Leasing VI, Inc.  
104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028

February 23, 2015

**Via Email**

Oculus Innovative Sciences, Inc.  
1129 North McDowell Boulevard  
Petaluma, CA 94954

**Re: Termination of Loan Agreements and Release of IP Security Interests and Liens**

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Loan and Security Agreement and Supplement thereto, both dated as of May 1, 2010 (as the same has been and may be amended, supplemented, extended, renewed or otherwise modified from time to time, the "VLL5 Loan Agreement"), between Oculus Innovative Sciences, Inc., a Delaware corporation ("Borrower"), and Venture Lending & Leasing V, Inc., as lender ("VLL5"), and (ii) that certain Intellectual Property Security Agreement dated June 29, 2011 (as the same has been and may be amended, supplemented, extended, renewed or otherwise modified from time to time, the "VLL5 IP Security Agreement"), between Borrower and VLL5, and (iii) that certain Loan and Security Agreement and Supplement thereto, both dated as of June 29, 2011 (as the same has been and may be amended, supplemented, extended, renewed or otherwise modified from time to time, the "VLL6 Loan Agreement") between Borrower and Venture Lending & Leasing VI, Inc., as lender ("VLL6" and sometimes referred to herein individually with the VLL5, as a "Lender" and together, as "Lenders"), and (iv) that certain Intellectual Property Security Agreement dated June 29, 2011 (as the same has been and may be amended, supplemented, extended, renewed or otherwise modified from time to time, the "VLL6 IP Security Agreement"), between Borrower and VLL6 (referred to herein individually with the VLL5 Loan Agreement, the VLL5 IP Security Agreement, and the VLL6 Loan Agreement as a "Loan Agreement" and together, as the "Loan Agreements"). Except where the context otherwise requires, or unless this letter (this "Agreement") otherwise provides, all words and expressions defined in the Loan Agreements when used or referred to in this Agreement shall have the same meanings as those provided for in the Loan Agreements. For the purposes of clarity, the definition of "Collateral" shall have the meaning as set forth in the waiver agreement (the "Waiver") made by and between the Lenders and the Borrower on August 10, 2012.

This letter is to confirm the following:

1. Lenders hereby acknowledge that Borrower has fully paid and complied with its Obligations (other than inchoate indemnification obligations) under the Loan Agreements, and
2. Lenders hereby acknowledge that the Loan Agreements have been terminated and that Borrower has no further Obligations under the Loan Agreements (other than inchoate indemnification obligations), and
3. Lenders, both together and individually, hereby release and discharge any and all Liens and security interests which they had or have in any and all Collateral of Borrower pursuant to the Loan Agreements;

provided, however, that any and all release documentation and such other documents related thereto and prepared in connection with the transactions contemplated by this Agreement shall be prepared, filed and recorded at Borrower's sole cost and expense. This Agreement shall become effective upon execution by Lenders and Borrower.

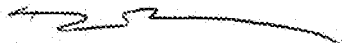
This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be an original, but all of which together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement is the only agreement between the parties with respect to its subject matter, and there are no other agreements, understandings, representations or understandings other than those expressly stated in this Agreement. Borrower shall pay all costs and expenses in connection with the transactions contemplated by this Agreement, and the negotiation and documentation hereof. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

*[Remainder of page intentionally left blank; signature page follows]*


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**LENDERS:**

**VENTURE LENDING & LEASING V, INC.**

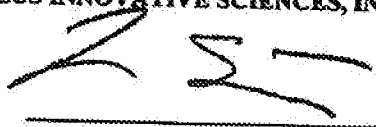
By:   
Name: Maurice Werdegar  
Title: President and CEO

**VENTURE LENDING & LEASING VI, INC.**

By:   
Name: Maurice Werdegar  
Title: President and CEO

**BORROWER:**

**OCULUS INNOVATIVE SCIENCES, INC.**

  
By: \_\_\_\_\_  
Name: Jim Schutz  
Title: Chief Executive Officer