

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334935

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TEARLAB RESEARCH, INC.		03/04/2015	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CAPITAL ROYALTY PARTNERS II L.P.
<b>Street Address:</b>	1000 Main Street, Suite 2500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.
<b>Street Address:</b>	1000 Main Street, Suite 2500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.
<b>Street Address:</b>	1000 Main Street, Suite 2500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77475600	TEAR TESTING MADE SIMPLE
<b>Serial Number:</b>	78910003	TEARLAB
<b>Serial Number:</b>	77302045	TEARLAB
<b>Serial Number:</b>	85572033	TEARLAB
<b>Serial Number:</b>	85572037	TEARLAB
<b>Serial Number:</b>	86415461	EVERY TEAR TELLS A STORY
<b>Serial Number:</b>	86415462	HARNESS THE POWER OF TEARS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86415459	YOUR TEARS TELL A STORY
<b>CORRESPONDENCE DATA</b>		
Fax Number:	4152687522	
	<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:	415-268-7000	
Email:	ksamia@mofo.com	
Correspondent Name:	Lynn M. Humphreys	
Address Line 1:	425 Market Street	
Address Line 2:	Morrison & Foerster LLP	
Address Line 4:	San Francisco, CALIFORNIA 94105	
ATTORNEY DOCKET NUMBER:	67478-92	
NAME OF SUBMITTER:	Lynn M. Humphreys	
SIGNATURE:	/LMH/	
DATE SIGNED:	03/12/2015	
<b>Total Attachments: 4</b>		
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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, TEARLAB CORPORATION and TEARLAB RESEARCH, INC. (the “Grantors”) has adopted, used, are using, or intends to use, and are the owner of the trademarks and trademark applications listed in the attached Schedule of Trademarks and Trademark Applications, and the registrations and applications associated therewith;

WHEREAS, the Grantors have contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Security Agreement dated as of March 4, 2015 (as modified from time to time, the “Security Agreement”), in which the Grantors have granted certain interests in favor of CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND “A” L.P., and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (together, with their successors and assigns, the “Secured Parties”);

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed with the Secured Parties to execute this Short-Form Trademark Security Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantors that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Short-Form Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provide that Section 5-1401 of the New York General Obligations Law shall apply.

Date: March 4, 2015

IN WITNESS WHEREOF, the party hereto has caused this Short-Form Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

TEARLAB CORPORATION

By: 

Name: William Dumencu

Title: Chief Financial Officer and Treasurer

TEARLAB RESEARCH, INC.

By: 

Name: William Dumencu

Title: Chief Financial Officer

SCHEDULE OF  
TRADEMARKS AND TRADEMARK APPLICATIONS

**TRADEMARKS AND TRADEMARK APPLICATIONS**

Obligor Owner	Trademark	Serial No	Filing Date	Reg. No.	Reg. Date
TearLab Research, Inc.	TEAR TESTING MADE SIMPLE	77/475,600	05/15/2008	4179653	7/24/2012
TearLab Research, Inc.	TEARLAB	1327885	12/12/2006	TMA782990	11/22/2010
TearLab Research, Inc.	TEARLAB	6752301	05/29/2008	6752301	04/07/2010
TearLab Research, Inc.	TEARLAB	5576327	12/12/2006	5576327	10/09/2007
TearLab Research, Inc.	TEARLAB	2006114719	12/12/2006	5180257	11/14/2008
TearLab Research, Inc.	TEARLAB	40200817524	05/09/2008	780240	02/20/2009
TearLab Research, Inc.	TEARLAB	929444	04/24/2008	1073941	11/26/2008
TearLab Research, Inc.	TEARLAB	929445	04/24/2008	1073942	11/26/2008
TearLab Research, Inc.	TEARLAB	2008711277	04/11/2008	318992	06/19/2009
TearLab Research, Inc.	TEARLAB	200822120	04/15/2008	200822120	06/15/2009
TearLab Research, Inc.	TEARLAB	78/910,003	06/16/2006	3538904	11/25/2008
TearLab Research, Inc.	TEARLAB (stylized)	77/302,045	10/11/2007	3592295	03/17/2009
TearLab Research, Inc.	TEARLAB (stylized)	85/572,033	03/16/2012	4467044	01/14/2014
TearLab Research, Inc.	TEARLAB (stylized)	85/572,037	03/16/2012	4467045	01/14/2014
TearLab Research, Inc.	TEARLAB (stylized)	1594138	09/19/2012		
TearLab Research, Inc.	TEARLAB (stylized)	11190642	9/15/2012		
TearLab Research, Inc.	TEARLAB (stylized)	201209498	9/14/2012	268449	11/26/2012
TearLab Research, Inc.	EVERY TEAR TELLS A STORY	1697641	10/10/2014		
TearLab Research, Inc.	HARNESS THE POWER OF TEARS	1697636	10/10/2014		
TearLab Research, Inc.	YOUR TEARS TELL A STORY	1697634	10/10/2014		
TearLab Research, Inc.	EVERY TEAR TELLS A STORY	86415461	10/6/2014		

TearLab Research, Inc.	HARNESS THE POWER OF TEARS	86415462	10/6/2014		
TearLab Research, Inc.	YOUR TEARS TELL A STORY	86415459	10/6/2014		
TearLab Corporation	OCUHUB	85972258	06/2/2014		