

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QLT Inc.		06/08/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Insite Vision Incorporated		
Street Address:	965 Atlantic Avenue		
City:	Alameda		
State/Country:	CALIFORNIA		
Postal Code:	94501		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	85217735		
Serial Number:	85269973	AZASITE XTRA	
Serial Number:	85400992	BROMSITE	
Serial Number:	86508845	BROMSITE	
Serial Number:	85605533	AZASITE PLUS	
Serial Number:	85684350	BROMDEX	
Registration Number:	2042185	INSITE VISION	
Registration Number:	1898547		
Registration Number:	1774599	INSITEVISION	
Registration Number:	1769077	DURASITE	
Registration Number:	3345071	AZASITE	
Serial Number:	86343549		
Serial Number:	86365042	BLESSSED	
Serial Number:	86365047	BLEQCL	
Serial Number:	86365048	BLEQOLITY	
Serial Number:	86598116	AZASITE XTRA	
Serial Number:	86605611	AZASITE PLUS	
CORRESPONDENCE DATA			

CH \$440.00 85217735

Fax Number: 2123108007

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: 212.310.8941

Email: Juan.Arias@weil.com

Correspondent Name: Wansi Leung

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	WANSI LEUNG
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NAME OF SUBMITTER:	Wansi Leung
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SIGNATURE:	/Wansi Leung/
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DATE SIGNED:	06/11/2015
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2015, is between QLT Inc. (the "Secured Party") and InSite Vision Incorporated, a Delaware corporation (the "Grantor").

RECITALS

A. Pursuant to the Secured Note dated as of June 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Note"), between the Grantor and QLT Inc., the Secured Party will extend credit to the Grantor from time to time as described therein. Capitalized terms used herein are used as defined in the Security Agreement dated as of June 8, 2015 (the "Security Agreement"), between the Grantor and the Secured Party unless otherwise noted. To secure its obligations under the Note and any other Collateral Documents, the Grantor desires to grant to the Secured Party, a security interest in certain copyrights, trademarks, patents and patent applications.

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Party 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 Note, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note, the Grantor grants and pledges to the Secured Party 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 Exhibit A 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 the Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Note and other Collateral Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement, the other Collateral Documents or the Note, 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Note 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 of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall constitute a Collateral Document as defined under the Security Agreement.

[Signature Pages Follow]

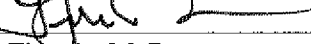
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR: InSite Vision Incorporated

Address of Grantor:

InSite Vision Incorporated
965 Atlantic Avenue
Alameda, California 94501
Attn: Timothy M. Ruane

InSite Vision Incorporated

By: 
Name: Timothy M. Ruane

Title: Chief Executive Officer

SECURED PARTY: QLT INC.

Address of Secured Party:

QLT Inc.
887 Great Northern Way, Suite 250
Vancouver, BC V5T 4T5
Canada
Attention: Glen Ibbott, Interim Chief Financial
Officer
Facsimile No.: (604) 873-0816

QLT INC.

By: _____

Name: Geoffrey Cox

Title: Interim Chief Financial Officer

With a copies to:

QLT Inc.
887 Great Northern Way, Suite 250
Vancouver, BC V5T 4T5
Canada
Attention: Dori Assaly, Vice President Legal
Affairs
Facsimile No.: (604) 873-081

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Ray Gietz
Facsimile: 212-310-8702

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

InSite Vision Incorporated
965 Atlantic Avenue
Alameda, California 94501
Attn: Timothy M. Ruane

By: _____
Name: Timothy M. Ruane

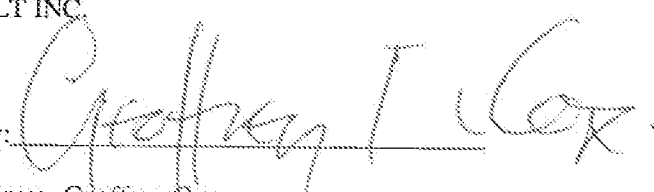
Title: Chief Executive Officer

SECURED PARTY: QLT INC.

Address of Secured Party:

QLT INC

QLT Inc.
887 Great Northern Way, Suite 250
Vancouver, BC V5T 4T5
Canada
Attention: Glen Ibbott, Interim Chief Financial
Officer
Facsimile No.: (604) 873-0816

By:  _____
Name: Geoffrey Cox

Title: Interim Chief Executive Officer

With a copies to:

QLT Inc.
887 Great Northern Way, Suite 250
Vancouver, BC V5T 4T5
Canada
Attention: Dori Assaly, Vice President Legal
Affairs
Facsimile No.: (604) 873-081

and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Ray Gietz
Facsimile: 212-310-8702

{SIGNATURE PAGE TO IP SECURITY AGREEMENT}

TRADEMARK
REEL: 005551 FRAME: 0288

EXHIBIT A

Patents

Title: DROP DISPENSER FOR THE DELIVERY OF UNIFORM DROPLETS OF VISCOUS LIQUIDS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
11/397,047	3-Apr-06	7758553	20-Jul-10

Title: DROP DISPENSER (design)

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
29/257,372	3-Apr-06	D543118	22-May-07

Title: NON-STEROIDAL ANTI-INFLAMMATORY OPHTHALMIC SUSPENSIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
08/248,500	4-May-94	6309630	30-Oct-01

Title: SUSTAINED RELEASE OPHTHALMIC COMPOSITIONS CONTAINING WATER SOLUBLE MEDICAMENTS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
08/963,815	4-Nov-97	6159458	12-Dec-00

Title: METHODS OF OPHTHALMIC ADMINISTRATION

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/366,072	2-Aug-99	6397849	4-Jun-02
09/127,920	3-Aug-98	6378526	30-Apr-02

Title: INJECTION APPARATUS AND METHOD OF USING SAME

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/366,703	2-Aug-99	6299603	9-Oct-01
09/127,919	3-Aug-98	6309374	30-Oct-01

Title: METHODS AND COMPOSITIONS FOR TREATING AND PREVENTING POSTERIOR SEGMENT OPHTHALMIC DISORDERS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/523,102	10-Mar-00	7141607	28-Nov-06

Title: TOPICAL TREATMENT OR PREVENTION OF OCULAR INFECTIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/346,923	2-Jul-99	6239113	29-May-01
10/160,060	4-Jun-02	7056893	6-Jun-06
09/767,943	24-Jan-01	6569443	27-May-03
10/898,170	26-Jul-04	7732415	8-Jun-10
10/407,425	7-Apr-03	7749970	6-Jul-10

Title: CONCENTRATED AQUEOUS AZALIDE FORMULATIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
11/905,854	4-Oct-07	7795231	14-Sep-10
13/843,267	15-March-2013	9044508	2-June-2015

Title: CHARGING FIXTURE (design)

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
29/326,079	10-Oct-08	D603525	3-Nov-09

Title: CONTROLLED-RELEASE OPHTHALMIC VEHICLES

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/398,625	5-Mar-09	8501800	6-Aug-13

Title: METHODS FOR TREATING OCULAR INFLAMMATORY DISEASES

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/399,729	6-Mar-09		

Title: NON-STEROIDAL ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/398,657	5-Mar-09	8778999	15-Jul-14

Title: TIP ARRANGEMENT FOR A DROPPER BOTTLE

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/399,596	6-Mar-09	8695850	15-Apr-14

Title: METHODS OF TREATING RECURRENT MEIBOMIAN GLANDS DISORDER AND THEREBY DECREASING THE FREQUENCY OF RECURRENCE

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
14/233,152 PCT No.: PCT/US20 12/044949	371 (c) date; 1/15/2014; Int. Filing Date: 29 June 2012		

Title: COMBINATION ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/333,534	21-Dec-11		

Title: METHODS AND KITS FOR EXTENDING DISPOSABLE CONTACT LENS USE

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/345,087	6-Jan-12		

Title: COMPOSITIONS AND METHODS FOR THE TREATMENT OF OCULAR SURFACE ALLERGIES

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/188,730	22-Jul-11		

Title: COMBINATION ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/843,267	15-Mar-13		

Title: METHODS FOR TREATING INFLAMMATION USING DEXAMETHASONE IN DURASITE I/DURASITE II

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
14/149,743	7-Jan-14		

Title: NON-STEROIDAL OPHTHALMIC MIXTURES

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
08/749,020	14-Nov-96	5814655	29-Oct-1998

Title: OPHTHALMIC COMPOSITION

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/074,419	8-May-1998	6265444	24-Jul-2001

Title: CONCENTRATED AQUEOUS AZALIDE FORMULATIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/843,267	15-March-2013	9044508	2-June-2015

Trademarks

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
DEXASITE	85/217735	14-Jan-11		
AZASITE XTRA	85/269973	17-Mar-11		
BROMSITE	85/400992	18-Aug-11		
BROMSITE	86/508845	20-Jan-15		
BROMSITE	13084561	15-Jul-14	13084561	09-Dec-14
AZASITE PLUS	85/605533	23-Apr-12		
BROMDEX	85/684350	23-Jul-12		
INSITEVISION & Eye Design (on left)	74/478432	11-Jan-94	2042185	4-Mar-97
MISCELLANEOUS DESIGN (Stylized Eye)	74/541101	21-Jun-94	1898547	13-Jun-95
INSITEVISION	74/010246	12-Dec-89	1774599	1-Jun-93
DURASITE	74/010027	12-Dec-89	1769077	4-May-93
AZASITE	78/426374	27-May-04	3345071	27-Nov-07
DURASITE	86/343549	21-Jul-14		
BLESSED	86/365042	13-Aug-14		
BLEQCL	86/365047	13-Aug-14		
BLEQOLITY	86/365048	13-Aug-14		
AZASITE XTRA	86/598116	15-Apr-15		
AZASITE PLUS	86/605611	22-Apr-15		
AZASITE XTRA	4-2007-26415	24-Dec-07	125005	15-May-09

Copyrights

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