

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avedro, Inc.		03/20/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orbimed Royalty Opportunities II, LP		
<b>Street Address:</b>	601 Lexington Avenue		
<b>Internal Address:</b>	54th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4198710	AVEDRO	
<b>Registration Number:</b>	3700320	AVEDRO	
<b>Registration Number:</b>	4211179	KXL	
<b>Registration Number:</b>	4664509	KXL	
<b>Registration Number:</b>	4664508	KXL II	
<b>Registration Number:</b>	4154852	LASIK XTRA	
<b>Registration Number:</b>	4724270	PHOTREXA	
<b>Registration Number:</b>	4211180	PARACEL	
<b>Registration Number:</b>	4445285	THE WORLD LEADER IN CORNEAL CROSS-LINKIN	
<b>Registration Number:</b>	4198711	KERAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027786533		
<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>Phone:</b>	202.662.6533		
<b>Email:</b>	trademarks@cov.com		
<b>Correspondent Name:</b>	Miranda Horan		
<b>Address Line 1:</b>	One CityCenter, 850 Tenth Street NW		
<b>Address Line 2:</b>	Covington & Burling LLP		

CH \$265.00 4198710

TRADEMARK

<b>Address Line 4:</b>	Washington, D.C. 20001
<b>ATTORNEY DOCKET NUMBER:</b>	034550.00035
<b>NAME OF SUBMITTER:</b>	Miranda Horan
<b>SIGNATURE:</b>	/MirandaHoran/
<b>DATE SIGNED:</b>	04/27/2017
<b>Total Attachments: 7</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Avedro, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 20, 2017

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Orbimed Royalty Opportunities II, LP

Street Address: 601 Lexington Avenue, 54th Floor

City: New York

State: NY

Country: USA                      Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship Delaware  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship DC

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)  
4198710, 3700320, 4211179, 4664509, 4664508, 4154852, 4724270, 4211180, 4445285, 4198711

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Miranda Horan

Internal Address: Covington & Burling, LLP

Street Address: One CityCenter, 850 Tenth Street NW

City: Washington

State: DC                      Zip: 20001

Phone Number: 202.662.6533

Docket Number: 034550.00035

Email Address: trademarks@cov.com

### 6. Total number of applications and registrations involved:

10

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41)                      \$ 265

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number 033412

Authorized User Name Miranda Horan

### 9. Signature:

/MirandaHoran/

04/27/2017

Signature

Date

Miranda Horan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2017 (this “Agreement”), is made by AVEDRO, INC., a Delaware corporation (the “Grantor”), in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 20, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between Avedro, Inc., a Delaware corporation (the “Borrower”) and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of March 20, 2017 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (f) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of Grantor’s right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all

common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**AVEDRO, INC.**

By:   
Name: Reza Zadno  
Title: CEO

SCHEDULE IV  
to Security Agreement

Item A. Trademarks

See attached.

Item B. Trademark Licenses

None.



**Trademarks.**

<b>Mark</b>	<b>Country</b>	<b>Class</b>	<b>Application No.</b>	<b>Registration No.</b>
AVEDRO	U.S.	44	77442851	4198710
AVEDRO	U.S.	10	77977753	3700320
KXL	U.S.	44	85349744	4211179
KXL	U.S.	10	86034425	4664509
KXL II	U.S.	10	86034424	4664508
LASIK XTRA	U.S.	44	85152906	4154852
PHOTREXA	U.S.	5	85849014	4724270
PARACEL	U.S.	5	4211180	85349759
THE WORLD LEADER IN CORNEAL CROSS-LINKING SCIENCE	U.S.	5, 10, 44	85708312	4445285
KERAFLEX	U.S.	44	77442853	4198711