

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Royalty Partners II, L.P.		09/06/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	TearScience, Inc.		
Street Address:	5151 McCrimmon Parkway		
Internal Address:	Suite 250		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4019792	TEARSCIENCE	
Registration Number:	3917406	LIPIVIEW	
Registration Number:	3990369	LIPIFLOW	
Registration Number:	3513476	KOLIS SCIENTIFIC	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7304		
Email:	USTRademarkMail@ropesgray.com		
Correspondent Name:	Natalie Linendoll, Ropes & Gray LLP		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	JJJ-992		
NAME OF SUBMITTER:	Natalie Linendoll		
SIGNATURE:	/Natalie Linendoll/		
DATE SIGNED:	09/06/2017		

CH \$115.00 4019792

Total Attachments: 9

source=TearScience TM Release#page1.tif

source=TearScience TM Release#page2.tif

source=TearScience TM Release#page3.tif

source=TearScience TM Release#page4.tif

source=TearScience TM Release#page5.tif

source=TearScience TM Release#page6.tif

source=TearScience TM Release#page7.tif

source=TearScience TM Release#page8.tif

source=TearScience TM Release#page9.tif

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of September 6, 2017, and made by Healthcare Royalty Partners II, L.P. (the "Secured Party") in favor of TearScience, Inc. (the "Pledgor") pursuant to that certain Trademark Security Agreement, dated as of February 25, 2013 made by the Pledgor in favor of the Secured Party (as amended, restated, supplemented and/or modified prior to the date hereof, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, a lien on and security interest in and to all of its right, title and interest in, to and under all of the Pledged Collateral of the Pledgor described therein was granted by the Pledgor to the Secured Party, including the Trademarks set forth on Schedule A attached hereto (the "Trademark Collateral");

WHEREAS, the Secured Party confirms that all of the Secured Obligations have been paid in full in cash and all commitments to make loans under that certain Loan Agreement, by and between the Pledgor and Secured Party dated as of February 25, 2013, as amended (the "Loan Agreement") have terminated;

WHEREAS, the Secured Party desires to terminate the Security Agreement and release its lien on and security interest in all Trademark Collateral and reassign the same to the Pledgor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Secured Party hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination have the respective meanings provided in the Loan Agreement or Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Secured Party hereby unconditionally and irrevocably terminates, releases and discharges its security interest in and Lien on all of the Pledgor's right, title and interest in, to and under all of the Trademarks and all of the other Trademark Collateral, and reassigns to the person or persons legally entitled thereto and all right, title and interest of the Secured Party in the Trademarks and all other Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Secured Party hereby authorizes the Pledgor and the Pledgor's agents, representatives and designees to (i) record this Termination with the U.S. Patent and Trademark Office, (ii) file UCC financing statement amendments or terminations with the applicable filing office in order to memorialize the release and termination of the security interest of the Secured Party in the Trademark Collateral and/or (iii) otherwise record or file this Termination in any applicable governmental office or agency. The Secured Party further agrees to execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or its agents, representatives or designees) reasonably request (at the Pledgor's sole cost and expense) in order to confirm this Termination and the Pledgor's right, title and interest in, to and under the Trademark Collateral.

4. Governing Law. This Termination shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the date first written above.

HEALTHCARE ROYALTY PARTNERS II, L.P.,
as the Secured Party and Lender

By: HealthCare Royalty GP II, LLC,
its General Partner

By: _____
Name: _____
Title: _____


CONRAD WANG
Principal

HealthCare Royalty Partners II, L.P.
300 Atlantic Street, Suite 600
Stamford, CT 06901
Attention: Chief Legal Officer
E-mail: royalty-legal@hcroyalty.com

Article I. Schedule A

Trademark Registrations to be Terminated and Released

1. REGISTERED TRADEMARKS

See Attached.

2. TRADEMARK APPLICATIONS

See Attached.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Registered:

Owner	Trademark	App. Number	Filing Date	Short Status	Registration Number	Registration Date
TearScience	TEARSCIENCE	77508554	June 26, 2008	Registered	4019792	August 30, 2011
TearScience	LIPVIEW	77384342	January 30, 2008	Registered	3917405	February 8, 2011
TearScience	LIPFLOW	77384313	January 30, 2008	Registered	3996369	July 5, 2011
TearScience	KOLIS SCIENTIFIC	77197641	June 5, 2007	Registered	3513476	October 7, 2008

As of the Closing Date, the Borrower further owns the registration to the trademark KOLIS SCIENTIFIC (reg. no. 3513476, reg. date Oct. 7, 2008); however, the Borrower and each of the Subsidiaries discontinued use of said trademark as of January 1, 2009 and, as of the Closing Date, have no intention of maintaining said trademark. Accordingly, the KOLIS SCIENTIFIC mark is deemed immaterial and understood by the Parties to be effectively abandoned.

Domain Names:

Domain Name	Expiration Date	Owner / Registrant	Registrar
e-dryeye.com	1/11/2014	TEARSCIENCE	GODADDY.COM, LLC
edryeye.com	1/11/2014	TEARSCIENCE	GODADDY.COM, LLC
eyelipid.com	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
korbdryeyeinstitute.com	11/11/2013	TEARSCIENCE	GODADDY.COM, LLC
korbdryeyeinstitute.org	11/11/2013	TEARSCIENCE	Public Interest Registry
lipiddeficient.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidflow.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidinterferometer.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidinterferometry.com	10/2/2013	TEARSCIENCE	GODADDY.COM, LLC
lipidview.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
lipiflo.com	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.com	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.info	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.net	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiflow.org	1/4/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.com	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.info	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.net	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipiview.org	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
lipivue.com	1/8/2014	TEARSCIENCE	GODADDY.COM, LLC
meibomiaexpression.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
meibomiaevaluator.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
meibomiaagland.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
meibomiaaglandexpression.com	10/2/2013	TEARSCIENCE	GODADDY.COM, LLC
meibonator.com	9/30/2013	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.com	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.info	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.mobi	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.net	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
mytearscience.org	12/7/2014	TEARSCIENCE	GODADDY.COM, LLC
tearactivator.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearfilmipid.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearfilmoil.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearlayer.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearlipid.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearoil.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC
tearsci.com	8/22/2013	TEARSCIENCE	GODADDY.COM, LLC

Domain Name	Expiration Date	Owner / Registrant	Registrar
tearscience.co	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscience.info	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscience.mobi	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscience.org	8/19/2013	TEARSCIENCE	GODADDY.COM, LLC
tearscienceschool.com	1/30/2014	TEARSCIENCE	GODADDY.COM, LLC
theeyeflow.com	1/29/2014	TEARSCIENCE	GODADDY.COM, LLC

Foreign Registered:

Owner	Trademark	Country	Serial No (Priority App. No.)	File Date (Priority Date)	Short Status	Reg. No.	Reg. Date
TearScience	LIPIFLOW	Canada	1464383	7/22/2008	Registered	TMA797660	5/16/2011
TearScience	LIPIFLOW	Madrid Protocol (Designated states -- China, Germany, Spain, France, United Kingdom, Greece, Italy, Japan, Portugal)	(US 77384313)	(1/30/2008)	Registered	976847	7/28/2008
TearScience	LIPVIEW	Canada	1464380	7/22/2008	Registered	TMA797657	5/16/2011
TearScience	LIPVIEW	Madrid Protocol (Designated states -- China, Germany, Spain, France, United Kingdom, Greece, Italy, Japan, Portugal)	(US 77384342)	(1/30/2008)	Registered	976846	7/28/2008

Foreign Applications:

Owner	Trademark	Country	Serial No	File Date	Short Status
TearScience	TearScience	Canada	1533767	6/29/2011	Pending

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

NONE

SCHEDULE III
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

NONE