

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerie Pharmaceuticals, Inc.		07/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund III, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5317370	RHOPRESSA	
Registration Number:	5300379	AERIE PHARMACEUTICALS, INC.	
Registration Number:	4375647	AERIE	
Serial Number:	87717278	ROCLATAN	
Serial Number:	86918084	ROCKLATAN	
Serial Number:	87338598	VISIONAERIE	
Serial Number:	87338490	VISIONAERIE	
Serial Number:	87644834	VISIONAERIES	
Serial Number:	87784530	ONCE-DAILY RHOPRESSA (NETARSUDIL OPHTHAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	333285-00108		

CH \$240.00 5317370

NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	07/23/2018
Total Attachments: 13 source=EV - IP Security Agreement#page1.tif source=EV - IP Security Agreement#page2.tif source=EV - IP Security Agreement#page3.tif source=EV - IP Security Agreement#page4.tif source=EV - IP Security Agreement#page5.tif source=EV - IP Security Agreement#page6.tif source=EV - IP Security Agreement#page7.tif source=EV - IP Security Agreement#page8.tif source=EV - IP Security Agreement#page9.tif source=EV - IP Security Agreement#page10.tif source=EV - IP Security Agreement#page11.tif source=EV - IP Security Agreement#page12.tif source=EV - IP Security Agreement#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is entered into as of the 23rd day of July, 2018, by and between DEERFIELD PRIVATE DESIGN FUND III, L.P., as agent for itself and the Secured Parties (as defined in the Credit Agreement defined below) ("Agent"), and AERIE PHARMACEUTICALS, INC, a Delaware corporation (the "Grantor").

RECITALS

A. Agent, Grantor, the other Loan Parties party thereto and the Lenders party thereto are parties to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used and not defined herein are used as defined in the Credit Agreement), pursuant to which the Agent and the Lenders are extending certain financial accommodations to the Grantor and its affiliates.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for its benefit and for the benefit of the other Secured Parties, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as such term is defined in the Security Agreement).

C. In connection with the Security Agreement, Grantor desires to reaffirm their grant to Agent, for its benefit and the benefit of the other Secured Parties, of a security interest in all of Grantor's Intellectual Property (other than Excluded Property).

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 the Obligations (including any Make Whole/Prepayment Fee Amount and Exit Fee), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure payment and performance of the Obligations (including any Make Whole/Prepayment Fee Amount and Exit Fee), Grantor unconditionally and irrevocably mortgages, pledges, assigns, hypothecates, transfers and grants to Agent, for its benefit and the benefit of the other Secured Parties, and reaffirms, restates, and ratifies its mortgage, pledge, assignment, hypothecation, transfer and grant to Agent, for its benefit and the benefit of the other Secured Parties, under the Security Agreement of, a security interest in all of Grantor's right, title and interest in and to all of its Intellectual Property, including the following Intellectual Property (the "Intellectual Property Collateral"):

(a) (i) All letters patent of the United States or any political subdivision thereof, all reissues and extensions thereof, (ii) applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof and (iii) all rights to, and all rights to obtain any reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of, all the foregoing (all of the foregoing in clauses (i), (ii) and (iii), collectively, including without limitation the patents and patent applications set forth on Exhibit A attached hereto, the "Patents");

(b) (i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, services marks, logos and other sources of business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all

registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) all rights to obtain all renewals thereof and all other rights thereto (all of the foregoing in clauses (i) and (ii), including without limitation those trademark registrations and applications set forth on Exhibit B attached hereto the “Trademarks”);

(c) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

Notwithstanding the foregoing, no Lien or security interest is hereby granted in any Excluded Property.

2. These security interests are granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the other Secured Parties, under the Security Agreement. The rights and remedies of Agent, for its benefit and the benefit of the other Secured Parties, with respect to the security interests granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, as applicable, and those which are now or hereafter available to Agent, for its benefit and the benefit of the other Secured Parties, as a matter of law or equity. Each right, power and remedy of Agent, for its benefit and the benefit of the other Secured Parties, provided for herein or in the Credit Agreement, the Security Agreement or the other Loan Documents, as applicable, 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 Agent, for its benefit and the benefit of the other Loan Parties, of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any Secured Party, including Agent, for its benefit and the benefit of the other Secured Parties, of any or all other rights, powers or remedies.

3. This IP Security Agreement may be executed in several counterparts, and by each party hereto on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

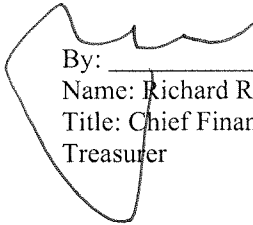
4. The terms of Section 6.4 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed and delivered as of the first date written above.

GRANTOR:

AERIE PHARMACEUTICALS, INC.



By: _____
Name: Richard Rubino
Title: Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Intellectual Property Security Agreement]

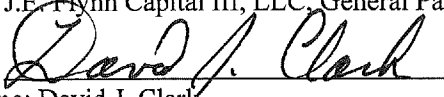
TRADEMARK
REEL: 006388 FRAME: 0568

AGENT:

DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt III, L.P., General Partner

By: J.F. Flynn Capital III, LLC, General Partner

By: 

Name: David J. Clark

Title: Authorized Signatory

EXHIBIT A

Patents and Patent Applications

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	ISOQUINOLINE COMPOUNDS	ISSUED	12/30/2008	7,470,787	US
Aerie Pharmaceuticals, Inc.	6-AMINOISOQUINOLINE COMPOUNDS	ISSUED	3/2/2010	7,671,205	US
Aerie Pharmaceuticals, Inc.	6-AMINOISOQUINOLINE COMPOUNDS	ISSUED	10/11/2011	8,034,943	US
Aerie Pharmaceuticals, Inc.	6-AMINOISOQUINOLINE COMPOUNDS	ISSUED	1/22/2013	8,357,699	US
Aerie Pharmaceuticals, Inc.	DUAL-ACTION INHIBITORS AND METHODS OF USING SAME	ISSUED	3/12/2013	8,394,826	US
Aerie Pharmaceuticals, Inc.	BETA- AND GAMMA-AMINO-ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	ISSUED	5/28/2013	8,450,344	US
Aerie Pharmaceuticals, Inc.	6-AMINOISOQUINOLINE COMPOUNDS	ISSUED	6/4/2013	8,455,513	US

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	6-AND 7-AMINO ISOQUINOLINE COMPOUNDS AND METHODS FOR MAKING AND USING THE SAME	ISSUED	6/4/2013	8,455,514	US
Aerie Pharmaceuticals, Inc.	6- AMINOISOQUIN OLINE COMPOUNDS	ISSUED	6/4/2013	8,455,647	US
Aerie Pharmaceuticals, Inc.	DUAL-ACTION INHIBITORS AND METHODS OF USING SAME	ISSUED	5/6/2014	8,716,310	US
Aerie Pharmaceuticals, Inc.	BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	ISSUED	6/24/2014	8,759,388	US
Aerie Pharmaceuticals, Inc.	ISOQUINOLINO NE RHO KINASE INHIBITORS	ISSUED	8/19/2014	8,809,326	US
Aerie Pharmaceuticals, Inc.	6-AND 7-AMINO ISOQUINOLINE COMPOUNDS AND METHODS FOR MAKING AND USING THE SAME	ISSUED	10/28/2014	8,871,757	US

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	6- AMINOISOQUIN OLINE COMPOUNDS	ISSUED	12/30/2014	8,921,392	US
Aerie Pharmaceuticals, Inc.	BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	ISSUED	8/4/2015	9,096,569	US
Aerie Pharmaceuticals, Inc.	6- AMINOISOQUIN OLINE COMPOUNDS	ISSUED	6/14/2016	9,365,518	US
Aerie Pharmaceuticals, Inc.	COMBINATION THERAPY	ISSUED	8/16/2016	9,415,043	US
Aerie Pharmaceuticals, Inc.	BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	ISSUED	12/6/2016	9,512,101	US
Aerie Pharmaceuticals, Inc.	PROCESS FOR THE PREPARATION OF KINASE INHIBITORS AND INTERMEDIATE S THEREOF	ISSUED	5/9/2017	9,643,927	US

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	METHODS FOR THE PREPARATION OF 6- AMINOISOQUIN OLINE	ISSUED	12/12/2017	9,840,468	US
Aerie Pharmaceuticals, Inc.	COMBINATION THERAPY	ISSUED	12/26/2017	9,849,122	US
Aerie Pharmaceuticals, Inc.	BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	ISSUED	2/6/2018	9,884,840	US
Aerie Pharmaceuticals, Inc.	6- AMINOISOQUIN OLINE COMPOUNDS	ISSUED	2/13/2018	9,890,123	US
Aerie Pharmaceuticals, Inc.	COMBINATION THERAPY	ISSUED	4/3/2018	9,931,336	US
Aerie Pharmaceuticals, Inc.	DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE	ISSUED	4/24/2018	9,951,059	US
Aerie Pharmaceuticals, Inc.	BETA-AMINO- ISOQUINOLINYL AMIDE COMPOUNDS	ISSUED	5/8/2018	9,963,432	US
Aerie Pharmaceuticals, Inc.	COMBINATION THERAPY	ISSUED	6/12/2018	9,993,470	US

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	OPHTHALMIC COMPOSITIONS	PENDING	8/30/2017	15/691,607	US
Aerie Pharmaceuticals, Inc.	IMPLANT APPLICATORS AND METHODS OF ADMINISTERIN G IMPLANTS	PENDING	9/5/2017	15/695,810	US
Aerie Pharmaceuticals, Inc.	INTRAVITREAL DRUG DELIVERY SYSTEMS FOR THE TREATMENT OF OCULAR CONDITIONS	PENDING	1/22/2018	15/746,797	US
Aerie Pharmaceuticals, Inc.	PROCESS FOR THE PREPARATION OF KINASE INHIBITORS AND INTERMEDIATE S THEREOF	PENDING	5/16/2018	15/776,762	US
Aerie Pharmaceuticals, Inc.	BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	PENDING	12/15/2017	15/844,399	US
Aerie Pharmaceuticals, Inc.	6- AMINOISOQUIN OLINE COMPOUNDS	PENDING	12/29/2017	15/858,981	US

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	RHO KINASE INHIBITORS	PENDING	12/29/2017	15/858,995	US
Aerie Pharmaceuticals, Inc.	COMBINATION THERAPY	PENDING	2/21/2018	15/901,361	US
Aerie Pharmaceuticals, Inc.	DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE	PENDING	3/16/2018	15/924,089	US
Aerie Pharmaceuticals, Inc.	DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE	PENDING	3/30/2018	15/941,783	US
Aerie Pharmaceuticals, Inc.	ARYL CYCLOPROPYL-AMINO-ISOQUINOLINYL AMIDE COMPOUNDS	PENDING	3/30/2018	15/941,993	US
Aerie Pharmaceuticals, Inc.	COMBINATION THERAPY	PENDING	5/3/2018	15/970,635	US
Aerie Pharmaceuticals, Inc.	AMINO-BENZOISOTHIAZOLE AND AMINO-BENZOISOTHIAZOLE DIAZOLE AMIDE COMPOUNDS	PENDING	3/14/2018	62/643,129	US

<u>Loan Party/ Subsidiary</u>	<u>Name of Intellectual Property</u>	<u>Registered/ Application Pending</u>	<u>Grant/ Application Date</u>	<u>Registration/ Application Number</u>	<u>Country of Registration/ Application</u>
Aerie Pharmaceuticals, Inc.	ARYL CYCLOPROPYL- AMINO- ISOQUINOLINYL AMIDE COMPOUNDS	PENDING	3/14/2018	62/643,131	US
Aerie Pharmaceuticals, Inc.	THIENYL CYCLOPROPYL- AMINO- ISOQUINOLINYL AMIDE COMPOUNDS	PENDING	3/30/2018	62/650,655	US
Aerie Pharmaceuticals, Inc.	MONO-(ACID) SALTS OF 6- AMINOISOQUIN OLINES AND USES THEREOF	PENDING	3/30/2018	62/650,687	US

EXHIBIT B

Trademarks and Trademark Applications

Jurisdiction	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner
United States	RHOPRESS A	86231355	3/25/2014	5317370	10/24/2017	Aerie Pharmaceutic als, Inc.
United States	ROCLATAN	87717278 (registrati on pending filing of statement of use)	12/12/2017	Pending	Pending	Aerie Pharmaceutic als, Inc.
United States	ROCKLATA N	86918084 (registrati on pending filing of statement of use)	2/14/2016	Pending	Pending	Aerie Pharmaceutic als, Inc.
United States	VISIONAER IE LOGO	87338598 (registrati on pending filing of statement of use)	2/16/2017	Pending	Pending	Aerie Pharmaceutic als, Inc.
United States	VISIONAER IE	87338490 (registrati on pending filing of statement of use)	2/16/2017	Pending	Pending	Aerie Pharmaceutic als, Inc.
United States	AERIE PHARMAC EUTICALS, INC. LOGO	87342226	2/20/2017	5300379	10/3/2017	Aerie Pharmaceutic als, Inc.

Jurisdiction	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner
United States	AERIE	85797024	12/7/2012	4375647	7/30/2013	Aerie Pharmaceuticals, Inc.
United States	VISIONAERIES	87644834 (registration pending filing of statement of use)	10/13/2017	Pending	Pending	Aerie Pharmaceuticals, Inc.
United States	RHOPRESS A LOGO	87784530 (application pending)	2/5/2018	Pending	N/A	Aerie Pharmaceuticals, Inc.