

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OCULAR THERAPEUTIX, INC.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4135965	RESURE	
Serial Number:	87864954	DEXTENZA	
Serial Number:	88068409	PAXTRAVA	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, NE		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Ocular - 2061695.0030		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	12/21/2018		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 21, 2018 by and between MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as agent (in such capacity, and together with its successors in such capacity, "Agent"), OCULAR THERAPEUTIX, INC., a Delaware corporation (the "Grantor").

RECITALS

A. The Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Third Amended and Restated Credit and Security Agreement by and among Agent, the financial institutions party thereto from time to time (collectively, the "Lenders"), and Grantor, dated as of the date hereof (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 specifically defined in the Credit Agreement).

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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, 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 of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

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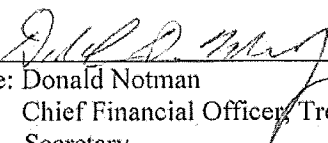
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

OCULAR THERAPEUTIX, INC.

Ocular Therapeutix, Inc.
15 Crosby Drive
Bedford, MA 01730
Attention: Chief Financial Officer
Fax: (781) 357-4001

By:  (SEAL)
Name: Donald Notman
Title: Chief Financial Officer, Treasurer and
Secretary

OCULAR THERAPEUTIX, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006508 FRAME: 0013

AGENT:


Address of Agent:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 200
Bethesda, MD 20814
Attn: Account Manager for Agena transaction
Facsimile: 301-941-1450
Email: notices@midcapfinancial.com

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)

Name: Maria Dux

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Serial No. (Filing Date) or Pat. No. (Issue Date)	Jurisdiction	Title	
Pat. No. 9,254,267 (02-09-2016)	United States	Composite Hydrogel Drug Delivery Systems	Granted
Ser. No. PCT/US99/1853 0 (08-13-1999)	PCT	Composite Hydrogel Drug Delivery Systems	Expired
Pat. No. 2,339,482 (10-20-2009)	Canada	Composite Hydrogel Drug Delivery Systems	Granted
Pat. No. 4601169 (10-08-2010)	Japan	Composite Hydrogel Drug Delivery Systems	Granted
Pat. No. 6,566,406 (05-20-2003)	United States	Biocompatible Crosslinked Polymers	Granted
Pat No. 8,003,705 (08-23-2011)	United States	Biocompatible Hydrogels Made With Small Molecule Precursors	Granted
Pat No. 8,535,705 (09-17-2013)	United States	Biocompatible Polymers And Hydrogels And Methods Of Use	Granted
Ser. No. PCT/US99/2871 8 (12-03-1999)	PCT	Biocompatible Crosslinked Polymers	Expired
Pat No. 2353642 (10/11/2009)	Canada	Biocompatible Crosslinked Polymers	Granted
Pat No. 6,703,047 (03-09-2004)	United States	Dehydrated Hydrogel Precursor-Based, Tissue Adherent Compositions And Methods Of Use	Granted
Pat No. 8,512,749 (08-20-2013)	United States	Dehydrated Hydrogel Precursor-Based, Tissue Adherent Compositions And Methods Of Use	Granted
Ser. No. PCT/02/03101 (01-31-2002)	PCT	Dehydrated Hydrogel Precursor-Based, Tissue Adherent Compositions And Methods Of Use	Expired
Ser. No. PCT/US97/1689 7 (09-22-1997)	PCT	Methods And Devices For Preparing Protein Concentrates	Expired
Pat No. 6,605,294 (8-12-2003)	United States	Methods Of Using In Situ Hydration Articles For Sealing Of Augmentation Of Tissue Or Vessels	Granted
Pat No. 9,125,807 (09-08-2015)	United States	Hydrogel Polymeric Compositions And Methods	Granted

Serial No. (Filing Date) or Pat. No. (Issue Date)	Jurisdiction	Title	
Pat No. 9,775,906 (10/03/2017)	United States	Hydrogel Polymeric Compositions And Methods	Granted
Pat No. 9,370,485 (06/21/2016)	United States	Hydrogel Polymeric Compositions And Methods	Granted
Ser. No. 15/186,994 (06/20/2016)	United States	Hydrogel Polymeric Compositions And Methods	Pending
Ser. No. PCT/US2008/00 6114 (05-14-2008)	PCT	Hydrogel Polymeric Compositions And Methods	Pending
Pat No. 2008275786 (1-30-2014)	Australia	Hydrogel Polymeric Compositions And Methods	Granted
Ser. No. 08754416.9 (05-14-2008)	European Patent Office	Hydrogel Polymeric Compositions And Methods	Pending
Pat No. 5693954 (02-13-2015)	Japan	Hydrogel Polymeric Compositions And Methods	Granted
Pat No. 8,409,606 (04-02-2013)	United States	Drug Delivery Through Hydrogel Plugs	Granted
Pat No. 8,563,027 (10-22-2013)	United States	Drug Delivery Through Hydrogel Plugs	Granted
Ser. No. PCT/US2010/02 4029 (02-12-2010)	PCT	Drug Delivery Through Hydrogel Plugs	Expired
Pat No. 2010213612 (08-13-2015)	Australia	Drug Delivery Through Hydrogel Plugs	Granted
Pat No. 2750242 (05-22-2018)	Canada	Drug Delivery Through Hydrogel Plugs	Granted
Pat No. ZL20108001629 5.1 (08-19-2015)	China	Drug Delivery Through Hydrogel Plugs	Granted
Ser. No. 10741771.9 (02-12-2010)	European Patent Office	Drug Delivery Through Hydrogel Plugs	Pending
Ser. No. 6272/DELNP/20 11 (02-12-2010)	India	Drug Delivery Through Hydrogel Plugs	Pending
Pat No. 5890182 (02-26-2016)	Japan	Drug Delivery Through Hydrogel Plugs	Granted

Serial No. (Filing Date) or Pat. No. (Issue Date)	Jurisdiction	Title	
Pat No. 8,961,501 (02-24-2015)	United States	Method For Applying Flowable Hydrogels To A Cornea	Granted
Ser. No. 13/234,428 (09-16-2011)	United States	Drug Delivery Systems and Applications	Pending
Ser. No. 16/203,782 (11-29-2018)	United States	Drug Delivery Systems and Applications	Pending
Pat No. 9,205,150 (12-08-2015)	United States	Medical Organogel Processes And Compositions	Granted
Ser. No. 14/926,707 (10-29-2015)	United States	Medical Organogel Processes And Compositions	Pending
Ser. No. PCT/US2012/06 7978 (12-18-2012)	PCT	Medical Organogel Processes And Compositions	Expired
Pat No. 2012347926 (06-28-2018)	Australia	Medical Organogel Processes And Compositions	Granted
Ser. No. 2,858,161 (12-05-2012)	Canada	Medical Organogel Processes And Compositions	Pending
Pat No. ZL20128007374 5.X (10-09-2018)	China	Medical Organogel Processes And Compositions	Granted
Ser. No. 201811049910.3 (09-10-2018)	China	Medical Organogel Processes And Compositions	Pending
Ser. No. 15103895.3 (04-22-2015)	Hong Kong	Medical Organogel Processes And Compositions	Pending
Ser. No. 12856353.3 (12-05-2012)	European Patent Office	Medical Organogel Processes And Compositions	Pending
Ser. No. 4557/DELNP/20 14 (12-05-2012)	India	Medical Organogel Processes And Compositions	Pending
Pat No. 6199883 (09-01-2017)	Japan	Medical Organogel Processes And Compositions	Pending
Ser. No. 10- 2014-7018751 (12-05-2012)	Korea	Medical Organogel Processes And Compositions	Pending
Ser. No. 14/965,258 (12-10-2015)	United States	Hydrogel Drug Delivery Implants	Pending

Serial No. (Filing Date) or Pat. No. (Issue Date)	Jurisdiction	Title	
Ser. No. PCT/US2015/06 4975 (12-10-2015)	PCT	Hydrogel Drug Delivery Implants	Expired
Ser. No. 2015360469 (12-10-2015)	Australia	Hydrogel Drug Delivery Implants	Pending
Ser. No. 2,969,716 (12-10-2015)	Canada	Hydrogel Drug Delivery Implants	Pending
Ser. No. 201580075658.1 (12-10-2015)	China	Hydrogel Drug Delivery Implants	Pending
Ser. No. 15820375.2 (12-10-2015)	European Patent Office	Hydrogel Drug Delivery Implants	Pending
Ser. No. 2017170192 61 (12-10-2015)	India	Hydrogel Drug Delivery Implants	Pending
Ser. No. 2017- 531184 (12-10-2015)	Japan	Hydrogel Drug Delivery Implants	Pending
Ser. No. 10- 2017-7018919 (12-10-2015)	Korea	Hydrogel Drug Delivery Implants	Pending
Ser. No. 14/878,243 (10-08-2015)	United States	Ocular Gels Or Hydrogels And Microinjectors	Pending
Ser. No 15/152,739 (5-12-2016)	United States	Drug Delivery From Hydrogels	Pending
Ser. No. PCT/US2016/03 2046 (5-12-2016)	PCT	Drug Delivery From Hydrogels	Expired
Ser. No. 2016261925 (5-12-2016)	Australia	Drug Delivery From Hydrogels	Pending
Ser. No. 2,985,656 (5-12-2016)	Canada	Drug Delivery From Hydrogels	Pending
Ser. No. 16793509.7 (5-12-2016)	European Patent Office	Drug Delivery From Hydrogels	Pending

Serial No. (Filing Date) or Pat. No. (Issue Date)	Jurisdiction	Title	
Ser. No. 18112166.3 (9-30-2018)	Hong Kong	Drug Delivery From Hydrogels	Pending
Ser. No. 2017- 559083 (5-12-2016)	Japan	Drug Delivery From Hydrogels	Pending
Ser. No. 15/217,559 (7-22-2016)	United States	Coated Implants	Pending
Ser. No. PCT/US2016/04 3647 (7-22-2016)	PCT	Coated Punctal Plug	Expired
Ser. No. 2016297642 (7-22-2016)	Australia	Coated Punctal Plug	Pending
Ser. No. 2,993,182 (7-22-2016)	Canada	Coated Punctal Plug	Pending
Ser. No. 201680051706.8 (7-22-2016)	China	Coated Punctal Plug	Pending
Ser. No. 18112728.4 (10-05-2018)	China/Hong Kong	Coated Punctal Plug	Pending
Ser. No. 16747681.1 (7-22-2016)	European Patent Office	Coated Punctal Plug	Pending
Ser. No. 2018- 502739 (7-22-2016)	Japan	Coated Punctal Plug	Pending
Ser. No. 10- 2018-7005313 (7-22-2016)	Korea	Coated Punctal Plug	Pending
Ser. No. 15/360,430 (11-23-2016)	United States	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. PCT/US2016/06 3633 (11-23-2016)	PCT	Shape Changing Drug Delivery Devices and Methods	Expired
Ser. No. 2016361579 (11-23-2016)	Australia	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 1120180106712 (11-23-2016)	Brazil	Shape Changing Drug Delivery Devices and Methods	Pending

Serial No. (Filing Date) or Pat. No. (Issue Date)	Jurisdiction	Title	
Ser. No. 3,006,303 (11-23-2016)	Canada	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 201680078805.5 (11-23-2016)	China	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 16816493.7 (11-23-2016)	European Patent Office	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 259530 (11-23-2016)	Israel	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 201817020056 (11-23-2016)	India	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 2018-526903 (11-23-2016)	Japan	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 10-2018-7017686 (11-23-2016)	Korea	Shape Changing Drug Delivery Devices and Methods	Pending
Ser. No. 15/714,633 (09-25-2017)	United States	Intracameral Drug Delivery Depots	Pending
Ser. No. PCT/US2017/053271 (09-25-2017)	PCT	Intracameral Drug Delivery Depots	Pending

EXHIBIT C

Trademarks

Ref No. (Country)	Trademark	Registration No. (Issue Date)	Status
15-US-01 (United States)	RESURE	4,135,965 (05/01/2012)	Registered.
15-WO-01 (Australia)	RESURE	1 050 699 (08-26-2010)	Protection granted 02/16/11.
15-WO-01 (China)	RESURE	1 050 699 (08-26-2010)	Protection granted 08/08/11.
15-WO-01 (Czech Republic)	RESURE	1 050 699 (08-26-2010)	Protection granted 05/06/11.
15-WO-01 (France)	RESURE	1 050 699 (08-26-2010)	Protection granted.
15-WO-01 (Germany)	RESURE	1 050 699 (08-26-2010)	Protection granted 2-25-11
15-WO-01 (Hungary)	RESURE	1 050 699 (08-26-2010)	Protection granted 06-29-11
15-WO-01 (Italy)	RESURE	1 050 699 (08-26-2010)	Protection granted 08/01/11.
15-WO-01 (Japan)	RESURE	1 050 699 (08-26-2010)	Registered 9-16-11.
15-WO-01 (Korea)	RESURE	1 050 699 (08-26-2010)	Protection granted 9/1/11. Assigned Int'l Reg. No.
15-WO-01 (Poland)	RESURE	1 050 699 (08-26-2010)	Protection granted 03/21/11.
15-WO-01 (Russia)	RESURE	1 050 699 (08-26-2010)	Protection granted 08/29/11.
15-WO-01 (Singapore)	RESURE	1 050 699 (08-26-2010)	Protection granted 01-19-2011.
15-WO-01 (Spain)	RESURE	1 050 699 (08-26-2010)	Protection granted 02-10-11.
15-WO-01 (United Kingdom)	RESURE	1 050 699 (08-26-2010)	Protection granted 01-10-11.
N/A (United States)	DEXTENZA	86425297 (10-16-14)	Protection granted July 2018
N/A (United States)	DEXTENZA	87864954	Filed 04-05-18. Pending.
N/A (United States)	PAXTRAVA	88068409	Filed 08-07-18. Pending.

EXHIBIT D

Mask Works

None.