

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Revolving Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sight Sciences, Inc.		01/25/2019	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: 8			
Property Type	Number	Word Mark	
Registration Number:	4893267	SIGHT SCIENCES	
Registration Number:	4704448	TRAB	
Registration Number:	5133983	TEARCARE	
Registration Number:	4956395	VISCO360	
Registration Number:	5326183	ILID	
Serial Number:	87549559	OMNI	
Serial Number:	88253594	TEARCARE CLEARANCE ASSISTANT	
Serial Number:	88253808	TEARCARE SMARTLID	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	Attn: Box Intellectual Property		
Address Line 2:	7930 Jones Branch Drive, 9th Floor		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036639.000090		
NAME OF SUBMITTER:	Valerie Brennan		

CH \$215.00 4893267

SIGNATURE:	/vb/
DATE SIGNED:	01/28/2019
Total Attachments: 18 source=IP Security Agreement (Revolver)#page1.tif source=IP Security Agreement (Revolver)#page2.tif source=IP Security Agreement (Revolver)#page3.tif source=IP Security Agreement (Revolver)#page4.tif source=IP Security Agreement (Revolver)#page5.tif source=IP Security Agreement (Revolver)#page6.tif source=IP Security Agreement (Revolver)#page7.tif source=IP Security Agreement (Revolver)#page8.tif source=IP Security Agreement (Revolver)#page9.tif source=IP Security Agreement (Revolver)#page10.tif source=IP Security Agreement (Revolver)#page11.tif source=IP Security Agreement (Revolver)#page12.tif source=IP Security Agreement (Revolver)#page13.tif source=IP Security Agreement (Revolver)#page14.tif source=IP Security Agreement (Revolver)#page15.tif source=IP Security Agreement (Revolver)#page16.tif source=IP Security Agreement (Revolver)#page17.tif source=IP Security Agreement (Revolver)#page18.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT (REVOLVING LOAN)

This Intellectual Property Security Agreement (Revolving Loan) is entered into as of the 25th day of January, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **SIGHT SCIENCES, INC.**, a Delaware corporation (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement (Revolving Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; unless specifically defined herein, capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors 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 defined below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each 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, as such Exhibit may be amended, modified or supplemented by agreement of the Agent and the applicable Grantor from time to time (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) Any and all patents, patent applications and like protections including, without limitation, 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, as such Exhibit may be amended, modified or supplemented by agreement of the Agent and the applicable Grantor from time to time (collectively, the “Patents”);

(e) Any and all 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, as such Exhibit may be amended, modified or supplemented by of the Agent and the applicable Grantor from time to time (collectively, the “Trademarks”);

(f) Any and 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, as such Exhibit may be amended, modified or supplemented by of the Agent and the applicable Grantor from time to time (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.

Notwithstanding the foregoing the term “Intellectual Property Collateral” shall not include any Excluded Property.

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.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

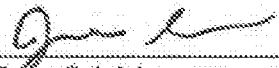
The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

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.

GRANTORS:

SIGHT SCIENCES, INC.

By: 
Name: Jesse Selnick
Title: Chief Financial Officer

Address:

3000 Sand Hill Road, Building 3, Suite 105
Menlo Park, CA 94025

Attn: Jesse Selnick
E-Mail: jselnick@sightsciences.com
Robert Geronimo
E-Mail: rob@lightsciences.com
Facsimile: 650-352-2509

AGENT:

MIDCAP FINANCIAL TRUST

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

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

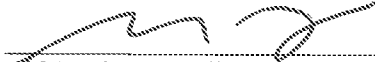
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B


Patents

Patent Number	Country of Origin	Patent Title	Application No.	Application Date	Publication No.	Publication Date	Registration No.	Registration Date	Status	Owner
328518-2003	SGHT-001/01CH	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	Switzerland	
328518-2004	SGHT-001/01DE	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	Germany	
328518-2005	SGHT-001/01EP	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	European Patent Office	
328518-2006	SGHT-001/01ES	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	Spain	
328518-2007	SGHT-001/01FR	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	France	
328518-2008	SGHT-001/01GB	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	United Kingdom	
328518-2009	SGHT-001/01IT	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	07777368.7	5/31/2007	2034937		7/11/2012	Registered	Italy	
328518-2010	SGHT-001/01JP	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	2009-518132	5/31/2007	5520600		4/11/2014	Registered	Japan	
328518-2011	SGHT-001/01US	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	11/475,523	8/28/2006	7,909,789		3/22/2011	Registered	United States of America	
328518-2015	SGHT-001/02US	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	12/695,053	1/27/2010	8,287,482		10/16/2012	Registered	United States of America	
328518-2016	SGHT-001/03JP	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	2014-152575	9/31/2007	6113118		3/24/2017	Registered	Japan	
328518-2017	SGHT-001/03US	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	13/025,112	2/10/2011	9,370,443		6/21/2016	Registered	United States of America	
328518-2018	SGHT-001/04US	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	13/445,816	4/12/2012	9,486,361		11/8/2016	Registered	United States of America	
328518-2019	SGHT-001/05US	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	15/182,165	6/14/2016				Pending	United States of America	
328518-2049	SGHT-001/06US	INTRAOCULAR IMPLANTS AND METHODS AND KITS THEREFOR	15/340,311		11/1/2016			Pending	United States of America	
328518-2051	SGHT-002/01DE	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	11740372.5	2/3/2011	2531138		11/30/2016	Registered	Germany	
328518-2021	SGHT-002/01EP	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	11740372.5	2/3/2011	2531138		11/30/2016	Registered	European Patent Office	
328518-2052	SGHT-002/01FR	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	11740372.5	2/3/2011	2531138		11/30/2016	Registered	France	
328518-2053	SGHT-002/01GB	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	11740372.5	2/3/2011	2531138		11/30/2016	Registered	United Kingdom	
328518-2022	SGHT-002/01JP	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	2012-552089	2/3/2011	5856569		12/18/2015	Registered	Japan	
328518-2023	SGHT-002/01US	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	13/026,706	2/3/2011	8,529,622		9/10/2013	Registered	United States of America	
328518-2026	SGHT-002/02US	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	13/245,811	9/26/2011	8,439,972		5/14/2013	Registered	United States of America	
328518-2027	SGHT-002/03US	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	14/012,963	8/28/2013	8,876,898		11/4/2014	Registered	United States of America	
328518-2054	SGHT-002/06US	INTRAOCULAR IMPLANTS AND RELATED KITS AND METHODS	15/683,652	8/22/2017				Pending	United States of America	
328518-2031	SGHT-003/02AU	OCULAR DELIVERY SYSTEMS AND METHODS	2012374034	10/4/2012	2012374034		2/1/2018	Registered	Australia	
328518-2033	SGHT-003/02CA	OCULAR DELIVERY SYSTEMS AND METHODS	2878271	10/4/2012				Pending	Canada	
328518-2034	SGHT-003/02EP	OCULAR DELIVERY SYSTEMS AND METHODS	12871982.0	10/4/2012				Pending	European Patent Office	
328518-2036	SGHT-003/02US	OCULAR DELIVERY SYSTEMS AND METHODS	13/644,748	10/4/2012	9,095,412		8/4/2015	Registered	United States of America	
328518-2060	SGHT-003/03AU	OCULAR DELIVERY SYSTEMS AND METHODS	2018200231	10/4/2012				Pending	Australia	
328518-2038	SGHT-003/03EP	OCULAR DELIVERY SYSTEMS AND METHODS	16155079.3	10/4/2012				Pending	European Patent Office	
328518-2039	SGHT-003/03US	OCULAR DELIVERY SYSTEMS AND METHODS	13/644,758	10/4/2012	9,216,109		12/22/2015	Registered	United States of America	
328518-2040	SGHT-003/04US	OCULAR DELIVERY SYSTEMS AND METHODS	13/644,769	10/4/2012	9,855,167		1/2/2018	Registered	United States of America	
328518-2041	SGHT-003/05US	OCULAR DELIVERY SYSTEMS AND METHODS	13/644,780	10/4/2012	8,894,603		11/25/2014	Registered	United States of America	
328518-2042	SGHT-003/06US	OCULAR DELIVERY SYSTEMS AND METHODS	14/539,648	11/12/2014	9,895,258		2/20/2018	Registered	United States of America	
328518-2043	SGHT-003/07US	OCULAR DELIVERY SYSTEMS AND METHODS	14/816,822	8/3/2015	10,179,066		1/15/2019	Pending	United States of America	
328518-2044	SGHT-003/08US	OCULAR DELIVERY SYSTEMS AND METHODS	14/973,620	12/17/2015				Pending	United States of America	
328518-2056	SGHT-003/10US	OCULAR DELIVERY SYSTEMS AND METHODS	15/854,126	12/26/2017				Pending	United States of America	
328518-2062	SGHT-003/11US	OCULAR DELIVERY SYSTEMS AND METHODS	16/189,882	11/13/2018				Pending	United States of America	
328518-2055	SGHT-004/00AU	OCULAR DELIVERY SYSTEMS AND METHODS	2015390071	3/31/2015				Pending	Australia	
328518-2056	SGHT-004/00CA	OCULAR DELIVERY SYSTEMS AND METHODS	2980713	3/31/2015				Pending	Canada	
328518-2057	SGHT-004/00CN	OCULAR DELIVERY SYSTEMS AND METHODS	201580079974.6	3/31/2015				Pending	China	
328518-2058	SGHT-004/00EP	OCULAR DELIVERY SYSTEMS AND METHODS	15888007.0	3/31/2015				Pending	European Patent Office	
328518-2061	SGHT-004/00HK	OCULAR DELIVERY SYSTEMS AND METHODS	18109217.8	3/31/2015				Pending	Hong Kong	
328518-2046	SGHT-004/00JP	OCULAR DELIVERY SYSTEMS AND METHODS	2017-505632	3/31/2015				Pending	Japan	
328518-2047	SGHT-004/00US	OCULAR DELIVERY SYSTEMS AND METHODS	14/676,590	3/31/2016				Pending	United States of America	

DOCKET NO.	COUNTRY	TITLE	APP. NO.	FILING DATE	PUBL. NO.	PAT. NO.	STATUS
SGSC-N-2001.00-BR	BRAZIL	DRY EYE TREATMENT SYSTEMS	BR 11 2014 016505 0	10/9/2012	2423		PUBLISHED
SGSC-N-2001.00-CN	CHINA	DRY EYE TREATMENT SYSTEMS	2012800711619	10/9/2012	CN 104334129 A	ZL 2012800711619	ISSUED
SGSC-N-2001.00-CN-1	CHINA	DRY EYE TREATMENT SYSTEMS	2017107693584	10/9/2012	CN 107510545 A		PUBLISHED
SGSC-N-2001.00-EP	EP	DRY EYE TREATMENT SYSTEMS	12864218.8	10/9/2012	2800543		PUBLISHED
SGSC-N-2001.00-JP	JAPAN	DRY EYE TREATMENT SYSTEMS	2014-551238	10/9/2012	2015-503417		PUBLISHED
SGSC-N-2001.00-JP-1	JAPAN	DRY EYE TREATMENT SYSTEMS	2018-193884	10/9/2012			PENDING
SGSC-N-2001.00-US	US	DRY EYE TREATMENT APPARATUS AND METHODS	13/343,407	1/4/2012	US-2013-0172790-A1	9,724,230	ISSUED
SGSC-N-2001.00-WO	PCT	DRY EYE TREATMENT SYSTEMS	PCT/US2012/059384	10/9/2012	WO 2013/103413 A1		NAT PHASE
SGSC-N-2001.01-US	US	DRY EYE TREATMENT SYSTEMS	13/645,985	10/5/2012	US-2013-0172829-A1	9,510,972	ISSUED
SGSC-N-2001.02-US	US	CONTROLLER FOR DRY EYE TREATMENT SYSTEMS	14/967,116	12/11/2015	US-2016-0106576-A1		PUBLISHED
SGSC-N-2001.03-US	US	DRY EYE TREATMENT SYSTEMS	15/364,070	11/29/2016	US-2017-0079834-A1	9,844,459	ISSUED
SGSC-N-2001.04-US	US	METHODS FOR IMPROVING CONTACT LENS COMFORT	15/369,176	12/5/2016	US-2017-0079840-A1	9,642,743	ISSUED
SGSC-N-2001.05-US	US	DRY EYE TREATMENT SYSTEMS	15/442,003	2/24/2017	US-2017-0165106-A1	10,052,226	ISSUED
SGSC-N-2001.06-US	US	DRY EYE TREATMENT APPARATUS AND METHODS	15/639,850	6/30/2017	US-2017-0304110-A1		PUBLISHED
SGSC-N-2001.07-US	US	DRY EYE TREATMENT SYSTEMS	16/059,281	8/9/2018	US-2018-0344512-A1		PUBLISHED
SGSC-N-2002.00-US	US	COMBINATION TREATMENT SYSTEMS	15/374,426	12/9/2016	US-2017-0087009-A1		PUBLISHED
SGSC-N-2002.00-WO	PCT	COMBINATION TREATMENT SYSTEMS	PCT/US2016/065876	12/9/2016	WO 2017/100608		ABANDONED
SGSC-N-2003.00-US	US	FORCEPS TREATMENT SYSTEMS	16/127,870	9/11/2018			PENDING
SGSC-P-2002.00-US	US	FORCEPS FOR DRY EYE TREATMENTS	62/266,483	12/11/2015			EXPIRED

EXHIBIT C

Trademarks

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
<p>SIGHT SCIENCES & DESIGN Serial No: 85/750,658 Reg. No: 4,893,267</p> <p>Sight Sciences, Inc.</p> 	United States of America	<p>Class 05: Pharmaceuticals and diagnostic preparations for the treatment of ophthalmic conditions</p> <p>Class 10: Medical devices for treatment of ophthalmic conditions; drug delivery systems</p>	<p>Registered App Date: 10/10/2012 Reg Date: 01/26/2016</p> <p>Section 8 & 15 Due: 01/26/2022</p>
<p>TRAB Serial No: 85/928,028 Reg. No: 4,704,448</p> <p>Sight Sciences, Inc.</p>	United States of America	<p>Class 10: Surgical instruments for ophthalmological procedures</p>	<p>Registered App Date: 05/09/2013 Reg Date: 03/17/2015</p> <p>Section 8 & 15 Due: 03/17/2021</p>
<p>TEARCARE Serial No: 85/928,463 Reg. No: 5,133,983</p> <p>Sight Sciences, Inc.</p>	United States of America	<p>Class 10: Medical devices for the treatment of ophthalmological conditions</p>	<p>Registered App Date: 05/10/2013 Reg Date: 01/31/2017</p> <p>Section 8 & 15 Due: 01/31/2023</p>
<p>VISCO360 Serial No: 86/212,270 Reg. No: 4,956,395</p> <p>Sight Sciences, Inc.</p>	United States of America	<p>Class 10: Medical devices for treatment of ophthalmic conditions</p>	<p>Registered App Date: 03/05/2014 Reg Date: 05/10/2016</p> <p>Section 8 & 15 Due: 05/10/2022</p>
<p>ILID Serial No: 87/394,901 Reg. No: 5,326,183</p>	United States of America	<p>Class 10: Therapeutic eyelid devices for the treatment of eye</p>	<p>Registered App Date: 03/31/2017</p>

MidCap / Sight Sciences / IP Security Agreement (Revolving Loan)

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
Sight Sciences, Inc.		conditions	Reg Date: 10/31/2017 Section 8 & 15 Due: 10/31/2023
OMNI Serial No: 87/549,559 Reg. No: Sight Sciences, Inc.	United States of America	Class 10: Medical devices, namely, manual surgical instruments for performing anterior segment surgery in the eye	Allowed - Intent to Use App Date: 07/31/2017 Reg Date: Statement of Use Due/EOT1: 07/01/2019
TEARCARE CLEARANCE ASSISTANT Serial No: 88/253,594 Reg. No: Sight Sciences, Inc.	United States of America	Class 10: Medical devices, namely, manual forceps for compression of eyelid glands	Filed - Intent to Use App Date: 01/08/2019 Reg Date: Application Pending
TEARCARE SMARTLID Serial No: 88/253,808 Reg. No: Sight Sciences, Inc.	United States of America	Class 10: Medical devices in the nature of therapeutic eyelid devices for the treatment of eye conditions	Filed - Intent to Use App Date: 01/08/2019 Reg Date: Application Pending

EXHIBIT D

Mask Works

None.

ANNEX A¹

INTELLECTUAL PROPERTY SECURITY AGREEMENT (REVOLVING LOAN) SUPPLEMENT

This Intellectual Property Security Agreement (Revolving Loan) Supplement is entered into as of the [] day of [], 20[] by [], a [] (“ ”), [], a [] (each such entity, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement (Revolving Loan), by and between Agent and the Grantors, dated as of January 25, 2019 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the “Existing IP Security Agreement”; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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, each 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 (as defined in the Credit Agreement), including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(d) Any and all Mask Works, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;

(e) 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.

¹ Note to draft: Annex A to be used to supplement the IP Security Agreement with new or revised intellectual property after the initial closing, in accordance with the updating requirements under the Credit Agreement
MidCap / Sight Sciences / IP Security Agreement (Revolving Loan)

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

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

GRANTORS:

[_____]

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date