

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aerie Pharmaceuticals, Inc.		02/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund III, L.P., as Agent		
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: 1			
Property Type	Number	Word Mark	
Serial Number:	88228143	AERIE PHARMACEUTICALS, INC.	
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:	3125778467		
Email:	rebecca.paul@kattenlaw.com		
Correspondent Name:	Rebecca A. Paul c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca A. Paul		
SIGNATURE:	/Rebecca A. Paul/		
DATE SIGNED:	02/01/2019		
Total Attachments: 6			
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**SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplement**”) made as of February 1, 2019, by Aerie Pharmaceuticals, Inc., a Delaware corporation (“**Grantor**”), in favor of Deerfield Private Design Fund III, L.P., as Agent for itself and the Secured Parties (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of July 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders are extending certain financial accommodations to Grantor and its affiliates (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of July 23, 2018, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon substantially all assets (including the Collateral) of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired (a) 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 (b) all rights to obtain all renewals thereof and all other rights thereto (all of the foregoing in clauses (a) and (b), collectively, including without limitation the trademark registrations and applications set forth on Schedule A attached hereto, together with all “**Trademarks**” as defined in the Intellectual Property Security Agreement, “**Trademarks**”), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all income, royalties, damages and payments with respect to Grantor’s Trademarks, to secure the payment of all Secured Obligations (including any Make Whole/Prepayment Fee Amount and Exit Fee), in each case other than Excluded Property.

WHEREAS, Grantor and Grantee are parties to a certain Intellectual Property Security Agreement dated July 23, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees to supplement the Intellectual Property Security Agreement as follows:

1. Incorporation of Credit Agreement, Guaranty and Security Agreement and Intellectual Property Security Agreement. The provisions of Sections 1.2 and 6.4 of the Credit Agreement are incorporated herein by reference thereto *mutatis mutandis*. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement, or if not defined therein, in the Credit Agreement or the Intellectual Property Security Agreement. In the event of a conflict between a provision of the Guaranty and Security Agreement and a provision of this Supplement (or the Intellectual Property Security Agreement as amended and/or supplemented by this Supplement), the provision of the Guaranty and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. 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 Grantee, for its benefit and the benefit of the other Secured Parties, and reaffirms, restates, and ratifies its prior mortgage, pledge, assignment, hypothecation, transfer and grant to Agent, for its benefit and the benefit of the other Secured Parties, pursuant to the Guaranty and Security Agreement and the Intellectual Property Security Agreement, of a security interest in all of Grantor's right, title and interest in and to all of its Intellectual Property (including all Intellectual Property Collateral), including the following, whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with all rights therein, any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

(b) 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; and

(c) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantor against third parties for past, present or future (i) infringement of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark, and all proceeds and products with respect to the foregoing.

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

3. Incorporation of the Intellectual Property Security Agreement. The terms and provisions of the Intellectual Property Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Intellectual Property Security Agreement, all of the provisions of which Intellectual Property Security Agreement are and remain in full force and effect. Any reference after the date hereof in any Loan Document to the Intellectual Property Security Agreement shall be a reference to the Intellectual Property Security Agreement as amended and supplemented by this Supplement.

4. Reaffirmation of Obligations. Grantor hereby reaffirms its obligations under the Intellectual Property Security Agreement, the Guaranty and Security Agreement and all other Loan Documents. Grantor hereby further ratifies and reaffirms the validity and enforceability of all of the Liens and security interests heretofore granted, pursuant to and in connection with the Intellectual Property Security Agreement, the Guaranty and Security Agreement or any other Loan Document, to Grantee (for the benefit of the Secured Parties), as collateral security for the obligations (including, without limitation, the Obligations (including any Make Whole/Prepayment Fee Amount and Exit Fee)) under the Loan Documents in accordance with their respective terms, and acknowledges that all of such Liens and security interests, and all Collateral (including, without limitation, the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement)) heretofore pledged as security for such obligations (including, without limitation, the Obligations (including any Make Whole/Prepayment Fee Amount and Exit Fee)), continue to be and remain collateral for such obligations (including, without limitation, the Obligations (including any Make Whole/Prepayment Fee Amount and Exit Fee)) from and after the date hereof.

5. Ratification. Grantor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Intellectual Property Security Agreement effective as of the date hereof and as amended hereby.

6. Governing Law. This Supplement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

7. Counterparts. This Supplement may be executed in several counterparts, and by each party 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has duly executed this Supplement as of the date first written above.

AERIE PHARMACEUTICALS, INC., a
Delaware corporation

By: 

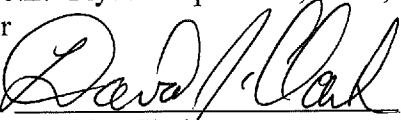
Name: John LaRocca

Title: Assistant Secretary

Agreed and Accepted
As of the Date First Written Above:

**DEERFIELD PRIVATE DESIGN FUND
III, L.P.**, as Agent and Grantee

By: Deerfield Mgmt III, L.P., General Partner
By: J.E. Flynn Capital III, LLC, General
Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Trademarks

Junsdiction	Description of the Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner
US	The mark consists of the word "aerie" in stylized font under a stylized design consisting of an oval with a crescent moon to the right with the words "pharmaceuti cals, inc." beneath "aerie".	88228143	December 13, 2018	N/A	N/A	Aerie Pharmaceuticals, Inc.