

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EYEPOINT PHARMACEUTICALS, INC.		02/13/2019	Corporation: DELAWARE
EYEPOINT PHARMACEUTICALS US, INC.		02/13/2019	Corporation: DELAWARE
ICON BIOSCIENCE, INC.		02/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CRG SERVICING LLC, as Administrative Agent
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86725761	DEXYCU
Serial Number:	88042259	
Serial Number:	88042260	
Serial Number:	87821925	EYEPOINT PHARMACEUTICALS
Serial Number:	87821911	EYEPOINT
Serial Number:	88039087	
Serial Number:	88039095	
Serial Number:	87291781	DURASERT
Serial Number:	87684078	DORTIQ
Serial Number:	87684061	DORATIQ
Serial Number:	87250560	UVIEY
Serial Number:	87250580	YUTIQ
Serial Number:	88167946	YUTIQ
Serial Number:	87250608	DELIVERING INNOVATION TO THE EYE
Serial Number:	88272773	EYEPOINT ASSIST

CH \$390.00 86725761

CORRESPONDENCE DATA**Fax Number:** 4156932222*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.***Phone:** 4156932000**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 321831-147**NAME OF SUBMITTER:** C. Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 02/13/2019**Total Attachments: 12**

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PATENT AND TRADEMARK SECURITY AGREEMENT

February 13, 2019

WHEREAS, each of the undersigned entities (each, a “**Grantor**”), is party to that certain Security Agreement, dated as of February 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “**Administrative Agent**”), pursuant to which each Grantor has granted to each Lender, each other Secured Party and Administrative Agent, for the benefit of the Secured Parties, a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantors execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, in each case whether now owned by each Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of each Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any “intent to use” trademark applications filed with the United States Patent and Trademark Office for which a statement of use has not been filed (but only until such statement of use is filed)).

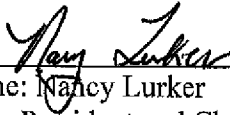
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

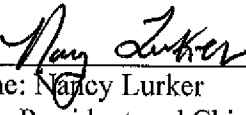
[Signatures to follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

EYEPOINT PHARMACEUTICALS, INC.,
as Grantor

By 
Name: Nancy Lurker
Title: President and Chief Executive Officer

EYEPOINT PHARMACEUTICALS US, INC.,
as Grantor

By 
Name: Nancy Lurker
Title: President and Chief Executive Officer

ICON BIOSCIENCE, INC.,
as Grantor

By _____
Name: Leonard S. Ross
Title: President

CRG SERVICING LLC,
as Administrative Agent

By _____
Name: Nathan Hukill
Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

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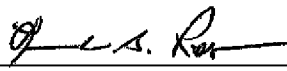
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as Grantor

By _____
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Title: President and Chief Executive Officer

EYEPOINT PHARMACEUTICALS US, INC.,
as Grantor

By _____
Name: Nancy Lurker
Title: President and Chief Executive Officer

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as Grantor

By  _____
Name: Leonard S. Ross
Title: President

CRG SERVICING LLC,
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Title: Authorized Signatory

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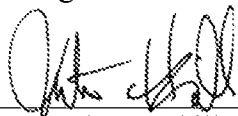
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By _____
Name: Leonard S. Ross
Title: President

CRG SERVICING LLC,
as Administrative Agent

By  _____
Name: Nathan Hukill
Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

TITLE	COUNTRY	APP./PAT. NO.	APP./FILING DATE	STATUS	Loan Party
Stent Coated with a Sustained-Release Drug Delivery and Method for The Use Thereof	United States	Pat. No. 7,279,175	9/17/02	Granted	Eyepoint Pharmaceuticals US, Inc.
Polymer-Based, Sustained Release Drug Delivery System	United States	App. No. 13/937,844	7/9/13	Pending	Eyepoint Pharmaceuticals US, Inc.
Device and Method for Treating Conditions of a Joint	United States	Pat. No. 6,936,270	5/2/02	Granted	Eyepoint Pharmaceuticals US, Inc.
HMGCoA Reductase Inhibitor-Angiotensin Converting Enzyme Inhibitor Compounds	United States	App. No. 60/704,263	8/1/05	Converted	Eyepoint Pharmaceuticals US, Inc.
Method for Treating and/or Preventing Retinal Diseases with Sustained Release Corticosteroids	United States	Pat. No. 6,217,895	3/22/99	Granted	Eyepoint Pharmaceuticals US, Inc.
Method for Treating and/or Preventing Retinal Diseases with Sustained Release Corticosteroids	United States	Pat. No. 6,548,078	12/14/00	Granted	Eyepoint Pharmaceuticals US, Inc.
Method for Treating and/or Preventing Retinal Diseases with Sustained Release Corticosteroids	United States	Pat. No. 8,252,307	12/7/06	Granted	Eyepoint Pharmaceuticals US, Inc.
Injectable Sustained Release Drug Delivery Devices	United States	Pat. No. 8,871,241	11/13/03	Granted	Eyepoint Pharmaceuticals US, Inc.
Sustained Release Drug Delivery Devices, Methods of Use, and Methods of Manufacturing Thereof	United States	Pat. No. 6,375,972	4/26/00	Granted	Eyepoint Pharmaceuticals US, Inc.
Sustained Release Drug Delivery Device, Method of Use, and Method of Manufacturing Thereof	United States	Pat. No. 8,574,659	4/26/00	Granted	Eyepoint Pharmaceuticals US, Inc.
Sustained Release Drug Delivery Device, Method of Use, and Method of Manufacturing Thereof	United States	Pat. No. 8,574,613	4/26/00	Granted	Eyepoint Pharmaceuticals US, Inc.

TITLE	COUNTRY	APP./PAT. NO.	APP./FILING DATE	STATUS	Loan Party
Sustained Release Drug Delivery Device, Method of Use, and Method of Manufacturing Thereof	United States	Pat. No. 9,192,579	4/26/00	Granted	Eyepoint Pharmaceuticals US, Inc.
Sustained Release Drug Delivery Device, Method of Use, and Method of Manufacturing Thereof	United States	Pat. No. 9,849,085	4/26/00	Granted	Eyepoint Pharmaceuticals US, Inc.
In Situ Gelling Drug Delivery System	United States	Pat. No. 9,566,336	6/25/04	Granted	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Sustained Release Drug Delivery Devices	United States	Pat. No. 8,815,284	6/25/04	Accepted	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Sustained Release Drug Delivery Devices	United States	App. No. 14/320,940	6/25/04	Pending	Eyepoint Pharmaceuticals US, Inc.
Prodrugs of Cyclosporin A	United States	App. No. 61/008,335	12/19/07	Pending	Eyepoint Pharmaceuticals US, Inc.
Prodrugs of Cyclosporin A	United States	App. No. 61/289,419	12/23/09	Pending	Eyepoint Pharmaceuticals US, Inc.
Prodrugs of Cyclosporin A	United States	App. No. 62/287,152	1/26/16	Pending	Eyepoint Pharmaceuticals US, Inc.
Injector Apparatus and Method of Use	United States	App. No. 60/844,261	9/12/06	Pending	
Injector Apparatus and Method of Use	United States	Pat. No. 7,998,108	9/12/07	Granted	Eyepoint Pharmaceuticals US, Inc.
Control Of Induced Elevated Intraocular Pressure	United States	App. No. 60/711,191	8/25/05	Converted	Eyepoint Pharmaceuticals US, Inc.
Ocular Trocar Assembly	United States	Pat. No. 8,192,408	2/10/10	Granted	Eyepoint Pharmaceuticals US, Inc.

TITLE	COUNTRY	APP./PAT. NO.	APP./FILING DATE	STATUS	Loan Party
Porous Silicon Drug-Eluting Particles	United States	Pat. No. 9,023,896	5/4/10	Issued	Eyepoint Pharmaceuticals US, Inc.
Porous Silicon Drug-Eluting Particles	United States	Pat. No. 9,962,396	5/4/10	Issued	Eyepoint Pharmaceuticals US, Inc.
Porous Silicon Drug-Eluting Particles	United States	Pat. No. 9,486,459	11/8/16	Issued	Eyepoint Pharmaceuticals US, Inc.
Sustained Release Delivery Devices	United States	App. No. PCT/US2010/061933	12/22/10	Nationalized	Eyepoint Pharmaceuticals US, Inc.
Injector Apparatus with Fixed Plunger and Method of Use	United States	Pat. No. 8,790,293	2/8/13	Issued	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Silicon-Based Implants for Delivery of Therapeutic Agents	United States	Pat. No. 9,333,173	11/1/11	Allowed	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Silicon-Based Implants for Delivery of Therapeutic Agents	United States	App. No. 15/147,203	11/1/11	Pending	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Silicon-Based Implants for Delivery of Therapeutic Agents	United States	Pat. No. 9,808,421	11/1/11	Granted	Eyepoint Pharmaceuticals US, Inc.
Drug Delivery Device Comprising Silicon-Based Carrier Particles	United States	App. No. 14/206,823	3/12/14	Pending	Eyepoint Pharmaceuticals US, Inc. and pSiMedica Limited
Bioerodible Silicon-Based Delivery Vehicles for Delivery of Therapeutic Agents	United States	App. No. 15/167,066	3/12/14	Pending	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Silicon-Based Delivery Vehicles for Delivery of Therapeutic Agents	United States	Pat. No. 9,603,801	3/13/14	Issued	Eyepoint Pharmaceuticals US, Inc. and pSiMedica Limited
Bioerodible Silicon-Based Delivery Vehicles for Delivery of Therapeutic Agents	United States	Pat. No. 9,980,911	3/13/14	Issued	Eyepoint Pharmaceuticals US, Inc. and pSiMedica Limited
Injector apparatus	United States	App. No. 14/850,374	9/10/15	Pending	Eyepoint Pharmaceuticals US, Inc.
Ocular Inserter	United States	App. No. 29/543,267	10/22/15	Pending	Eyepoint Pharmaceuticals US, Inc.
Injectable Sustained Release Intraocular Device	United States	App. No. 15/142652	4/29/16	Converted	Eyepoint Pharmaceuticals US, Inc.

TITLE	COUNTRY	APP./PAT. NO.	APP./FILING DATE	STATUS	Loan Party
Injectable Sustained Release Intraocular Device	United States	App. No. PCT/US16/30125	04/29/16	Pending	Eyepoint Pharmaceuticals US, Inc.
Injectable Depot Formulations	United States	App. No. 15/147,198	05/05/16	Pending	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Drug Delivery Devices	United States	App. No. 62/518,739	06/13/17	Pending	Eyepoint Pharmaceuticals US, Inc.
Bioerodible Drug Delivery Devices	United States	App. No. 16/006395	06/12/18	Pending	EyePoint Pharmaceuticals, Inc.
Sustained Release Drug Delivery Devices	United States	Pat. No. 5,902,598	8/28/97	Granted	Eyepoint Pharmaceuticals US, Inc.
Implantable, Refillable and Ported Controlled Release Drug Delivery Device	United States	Pat. No. 6,852,106	12/13/01	Granted	Eyepoint Pharmaceuticals US, Inc.
Sustained Release Formulations For Delivery Of Proteins To The Eye And Methods Of Preparing Same	United States	Pat. No. 9,814,773	11/14/17	Granted	Icon Bioscience, Inc.
Sustained Release Formulations for the Treatment of Intraocular Pressure or Glaucoma	United States	Pat. No. 9,283,231	3/15/16	Granted	Icon Bioscience, Inc.
Sustained Release Formulations for the Treatment of Intraocular Pressure or Glaucoma	United States	Pat. No. 9,636,347	5/2/17	Granted	Icon Bioscience, Inc.
Dose Guides for Injection Syringe	United States	Pat. No. 10,022,502	7/17/18	Granted	Icon Bioscience, Inc.
Dose Guides for Injection Syringe	United States	App. No. 16/012,497	6/19/18	Pending	Icon Bioscience, Inc.
Use of Sustained Release Dexamethasone in Post-Cataract Surgery Inflammation/Sustained Release Dexamethasone Formulation	United States	Pat. No. 10,028,965	7/24/18	Granted	Icon Bioscience, Inc.
Use of Sustained Release Dexamethasone in Post-Cataract Surgery Inflammation/Sustained Release Dexamethasone Formulation	United States	Pat. No. 10,159,683	12/25/18	Granted	Icon Bioscience, Inc.
Use of Sustained Release Dexamethasone in Post-Cataract Surgery Inflammation/Sustained Release Dexamethasone Formulation	United States	App. No. 16/215,579	12/10/18	Pending	Icon Bioscience, Inc.

TITLE	COUNTRY	APP./PAT. NO.	APP./FILING DATE	STATUS	Loan Party
Systems, Kits and Methods for Loading and Delivering a Small Volume Dose from a Syringe	United States	Provisional No. 62/628,446	2/9/18	Pending	Icon Bioscience, Inc.

Schedule B

to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Jurisdiction	Number	Name
Icon Bioscience, Inc.	US	Appl. No.86725761	DEXYCU
Icon Bioscience, Inc.	US	Appl. No. 88042259	DEXYCU
Icon Bioscience, Inc.	US	Appl. No. 88042260	DEXYCU
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87821925	EYEPOINT PHARMACEUTICALS
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87821911	EYEPOINT
EyePoint Pharmaceuticals US, Inc.	US	Appl. No. 88039087	EYEPOINT
EyePoint Pharmaceuticals US, Inc.	US	Appl. No. 88039095	EYEPOINT
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87291781	DURASERT
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87684078	DORTIQ
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87684061	DORATIQ
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87250560	UVIEY
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87250580	YUTIQ
EyePoint Pharmaceuticals US, Inc.	US	Appl. No. 88167946	YUTIQ
pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87250608	DELIVERING INNOVATION TO THE EYE
EyePoint Pharmaceuticals US, Inc.	US	Appl. No. 88272773	EYEPOINT ASSIST

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pSivida US, Inc. (n/k/a EyePoint Pharmaceuticals US, Inc.)	US	Appl. No.87821911	EYEPOINT
EyePoint Pharmaceuticals US, Inc.	US	Appl. No. 88039087	EYEPOINT
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