

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM538852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearside Biomedical, Inc.		08/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88221046	XIPERE	
Serial Number:	87897002	SCS MICROINJECTOR	
Serial Number:	87896124	XIPERE	
Serial Number:	86636301	SCS	
Serial Number:	85639727	CS	
Serial Number:	85561295	CLEARSIDE BIOMEDICAL	
Serial Number:	85561286	CS CLEARSIDE BIOMEDICAL	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	08/29/2019		

CH \$190.00 88221046

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of August 29, 2019 by and between **SILICON VALLEY BANK**, a California corporation in its capacity as Collateral Agent for the benefit of the Lenders (as defined in the Loan Agreement) ("Bank"), and **CLEARSIDE BIOMEDICAL, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among the Bank as Collateral Agent, Bank as Lender and the other Lenders party thereto, and Grantor dated as of May 14, 2018 (as the same may be amended, modified or supplemented from time to time, including by that certain Consent and First Amendment to Second Amended and Restated Loan and Security Agreement dated as of July 3, 2019, and that certain Consent and Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of the date hereof, collectively, the "Loan Agreement"). The Lenders are willing to continue making the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, for the 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 Loan Agreement. Capitalized terms used, but not defined herein, shall bear the meaning ascribed to such terms in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank, in its capacity as Collateral Agent for the 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.

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

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank, as Collateral Agent for the benefit of the Lenders, a security interest in all of 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 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 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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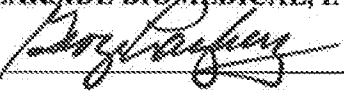
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

1220 Old Alpharetta Road, Suite 300
Alpharetta, GA 30005
Attn: Charles A. Deignan – Chief Financial Officer

CLEARSIDE BIOMEDICAL, INC.

By: 

Name: GEORGE LASZKAY

Title: CEO

BANK:

Address:

3475 Piedmont Road, NE, Suite 560
Atlanta, GA 30305
Attn: Scott McCarty

SILICON VALLEY BANK, as Collateral
Agent for the benefit of the Lenders

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006733 FRAME: 0281

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:

CLEARSIDE BIOMEDICAL, INC.

1220 Old Alpharetta Road, Suite 300

By: _____

Alpharetta, GA 30005

Attn: Charles A. Deignan -- Chief Financial Officer

Name: _____

Title: _____

BANK:

Address:

**SILICON VALLEY BANK, as Collateral
Agent for the benefit of the Lenders**

3475 Piedmont Road, NE, Suite 560

By: MSH

Atlanta, GA 30305

Attn: Scott McCarty

Name: Scott McCarty

Title: Director

[Signature Page to Intellectual Property Security Agreement]

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**TRADEMARK
REEL: 006733 FRAME: 0282**

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Apparatus and methods for drug delivery using microneedles	15619065	6/9/17
Apparatus and methods for drug delivery using multiple reservoirs	10188550	1/29/19
Apparatus and methods for ocular injection	9539139	1/10/17
Apparatus and methods for ocular injection	9180047	11/10/15
Apparatus and methods for ocular injection	9636253	5/2/17
Apparatus and methods for ocular injection	9770361	9/26/17
Apparatus and methods for ocular injection	9937075	4/10/18
Variable diameter cannula and methods for controlling insertion depth for medicament delivery	9956114	5/1/18
Medical injector for ocular injection	D750223	2/23/16
Ocular injection kit, packaging, and methods of use	15427823	2/8/17
Devices and methods for adjusting the insertion depth of a needle for medicament delivery	15675035	8/11/17
Methods and devices for the treatment of ocular diseases in human subjects	9636332	5/2/17
Methods and devices for the treatment of ocular diseases in human subjects	9572800	2/21/17
Methods and devices for the treatment of ocular diseases in human subjects	9931330	4/3/18
Methods and devices for the treatment of ocular diseases in human subjects	15830727	12/4/17
Apparatus and formulations for suprachoroidal drug delivery	11709941	2/21/07
Apparatus and formulations for suprachoroidal drug delivery	15398538	1/4/17
Device for ocular access	15872206	1/16/18
Apparatus and methods for ocular injection	15946838	4/6/18
Apparatus and methods for ocular injection	16381213	4/11/19

Device for ocular access	13273775	10/14/11
Apparatus and formulations for suprachoroidal drug delivery	13842218	3/15/13
Apparatus and formulations for suprachoroidal drug delivery	13842288	3/15/13
Apparatus and methods for drug delivery using microneedles	14424685	2/27/15
Methods and devices for the treatment of ocular diseases in human subjects	14441151	5/6/15
Device for ocular access	14821310	8/7/15
Methods and devices for the treatment of ocular diseases in human subjects	15454636	3/9/17
Formulations for the Suprachoroidal Space of an Eye and Methods	16318804	1/18/19
Systems and Methods for Ocular Drug Delivery	16178162	5/2/17
Systems and Methods for Delivering Drugs to Retinal Tissue	PCT/US2017065796	12/12/17
Methods and Devices for the Treatment of Ocular Diseases in Human Subjects	16041067	7/20/18
Methods and Devices for the Treatment of Ocular Diseases in Human Subjects	16124407	9/7/18
Methods and Devices for Treating Posterior Ocular Disorders	15319045	6/17/15
Gene Therapy for Ocular Improvement	62748788	10/22/18
Gene Therapy for Ocular Improvement	PCT/US2018062712	11/28/18
Compositions and Methods for Treating Noninfectious Uveitis	62638744	3/5/18
Compositions and Methods for Treating Noninfectious Uveitis	62793562	1/17/19
Compositions and Methods for Treating Noninfectious Uveitis	16292845	3/5/19
Thalidomide Derivatives and Methods of Use Thereof in Ocular Disorders	62769659	11/20/18
Plasma Kallikrein Inhibitors and Methods of Use Thereof in Ocular Disorders	62830802	4/8/19
Injectable Triamcinolone Formulations	62834554	4/16/19

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
XIPERE	88221046	12/7/18
SCS MICROINJECTOR	87897002	4/27/18
XIPERE	87896124	4/27/18
SCS	86636301	5/20/15
CS	85639727	5/31/12
CLEARSIDE BIOMEDICAL	85561295	3/6/12
CS CLEARSIDE BIOMEDICAL	85561286	3/6/12

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.