

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deerfield Private Design Fund III, LP		09/04/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Aerie Pharmaceuticals, Inc.		
Street Address:	550 Hills Drive		
Internal Address:	3rd Floor		
City:	Bedminster		
State/Country:	NEW JERSEY		
Postal Code:	07921		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5317370	RHOPRESSA	
Registration Number:	5715857	ROCKLATAN	
Registration Number:	5800834	VISIONAERIE	
Registration Number:	5300379	AERIE PHARMACEUTICALS, INC.	
Registration Number:	4375647	AERIE	
Registration Number:	5698470	VISIONAERIES	
Registration Number:	5785832	RHOPRESSA (NETARSUDIL OPHTHALMIC SOLUTIO	
Registration Number:	5781737	AERIE PHARMACEUTICALS, INC.	
Serial Number:	87717278	ROCLATAN	
Serial Number:	87338598	VISIONAERIE	
Serial Number:	87784530	ONCE-DAILY RHOPRESSA (NETARSUDIL OPHTHAL	
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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Andrea Valdes c/o Fried Frank et al		

CH \$290.00 5317370

Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 034097-00022

NAME OF SUBMITTER: Bryant Taylor

SIGNATURE: /Bryant Taylor/

DATE SIGNED: 09/05/2019

Total Attachments: 13

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page1.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page2.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page3.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page4.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page5.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page6.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page7.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page8.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page9.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page10.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page11.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page12.tif

source=[executed] [compiled] deerfield aerie payoff termination and release of ip security agreement final 2019#page13.tif

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Termination and Release”) dated as of September 4, 2019, is made by Deerfield Private Design Fund III, L.P., as Agent (“Grantee”), to Aerie Pharmaceuticals, Inc. (“Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Intellectual Property Security Agreement (defined below), the Guaranty and Security Agreement (as defined below) or the Credit Agreement (defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by that certain Amended and Restated Credit Agreement dated as of May 2, 2019, the “Credit Agreement”), between Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee, Grantee and the Lenders agreed to extend certain financial accommodations to Grantor and its affiliates;

WHEREAS, Grantor granted security interests to the Grantee under the Guaranty and Security Agreement dated as of July 23, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by the Amended and Restated Guaranty and Security Agreement dated May 2, 2019, the “Guaranty and Security Agreement”), between Grantee, Grantor and other Loan Parties from time to time party thereto;

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee executed and delivered that certain Intellectual Property Security Agreement dated July 23, 2018 (the “Intellectual Property Security Agreement”), which was recorded with the United States Patent and Trademark Office (“USPTO”) on July 23, 2018, at Reel 6388, Frame 0564 and on July 23, 2018 at Reel 046432, Frame 0307, pursuant to which Grantor granted to Grantee a security interest in and to all of Grantor’s Intellectual Property, including the Intellectual Property Collateral (as each such term is defined therein) (the “IPSA Collateral”);

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee executed and delivered that certain First Supplement to Intellectual Property Security Agreement dated November 16, 2018, which was recorded with the USPTO on November 16, 2018, at Reel 047530 Frame 0102 and on November 16, 2018 at Reel 6537, Frame 0774, pursuant to which Grantor granted to Grantee a security interest in and to all of Grantor’s Intellectual Property, including the Patent Collateral and Trademark Collateral (as each such term is defined therein) (collectively, the “First Supplement Collateral”);

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee executed and delivered that certain Second Supplement to Intellectual Property Security Agreement dated February 1, 2019, which was recorded with the USPTO on February 1, 2019, at Reel 6548, Frame 0024, pursuant to which Grantor granted to Grantee a security interest in and to

all of Grantor's Intellectual Property, including the Intellectual Property Collateral described therein (the "Second Supplement Collateral");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee executed and delivered that certain Third Supplement to Intellectual Property Security Agreement dated February 1, 2019, which was recorded with the USPTO on February 1, 2019, at Reel 048222, Frame 0442, pursuant to which Grantor granted to Grantee a security interest in and to all of Grantor's Intellectual Property, including the Intellectual Property Collateral described therein (the "Third Supplement Collateral");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee executed and delivered that certain Fourth Supplement to Intellectual Property Security Agreement dated March 11, 2019, which was recorded with the USPTO on March 11, 2019, at Reel 048562, Frame 0974, pursuant to which Grantor granted to Grantee a security interest in and to all of Grantor's Intellectual Property, including the Intellectual Property Collateral described therein (the "Fourth Supplement Collateral");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee executed and delivered that certain Fifth Supplement to Intellectual Property Security Agreement dated May 2, 2019, which was recorded with the USPTO on May 8, 2019, at Reel 049120, Frame 0101, pursuant to which Grantor granted to Grantee a security interest in and to all of Grantor's Intellectual Property, including the Intellectual Property Collateral described therein (the "Fifth Supplement Collateral," and collectively with the IP SA Collateral, the First Supplement Collateral, the Second Supplement Collateral, the Third Supplement Collateral, the Fourth Supplement Collateral and the Fifth Supplement Collateral, the "Released Collateral"); and

WHEREAS, Grantee now desires to terminate and release its security interest in the Released Collateral and reassign any and all rights, title, and interest in the same to Grantor.

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

1. Grantee hereby terminates and releases its security interest in all of Grantor's right, title and interest in and to the Released Collateral, including those Patents and Trademarks set forth on Schedule A.

2. If and to the extent that Grantee has acquired any right, title or interest in or to any of the Released Collateral, Grantee hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by Grantee, any and all of its right, title, and interest in and to the Released Collateral (including without limitation those Patents and Trademarks set forth on Schedule A), along with any goodwill in the Released Collateral that Grantee may have acquired effective as of the date first set forth above.

3. The Grantee acknowledges that this Termination and Release may be filed along with any other necessary documentation with the USPTO or any other applicable governmental office to evidence the release granted herein at the sole expense of Grantor. The Grantee authorizes

the Grantor (or its authorized representatives, including its legal counsel) to record this Termination and Release with the USPTO and other applicable registry at the sole expense of Grantor.

[signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed and delivered as of the date first written above.

GRANTEE:

DEERFIELD PRIVATE DESIGN FUND III, L.P., as
Agent

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

PATENTS AND PATENT APPLICATIONS

Description/Title	Application No.	Application Date	Patent No.	Registration Date
ISOQUINOLINE COMPOUNDS	11/485,172	7/11/2006	7,470,787	12/30/2008
6-AMINOISOQUINOLINE COMPOUNDS			7,671,205	3/2/2010
6-AMINOISOQUINOLINE COMPOUNDS			8,034,943	10/11/2011
6-AMINO ISOQUINOLINE COMPOUNDS			8,357,699	1/22/2013
DUAL-ACTION INHIBITORS AND METHODS OF USING SAME			8,394,826	3/12/2013
BETA- AND GAMMA-AMINO-ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS			8,450,344	5/28/2013
6-AMINOISOQUINOLINE COMPOUNDS			8,455,513	6/4/2013
6-AND 7-AMINO ISOQUINOLINE COMPOUNDS AND METHODS FOR MAKING AND USING THE SAME			8,455,514	6/4/2013
6-AMINOISOQUINOLINE COMPOUNDS			8,455,647	6/4/2013
DUAL-ACTION INHIBITORS AND METHODS OF USING SAME			8,716,310	5/6/2014
BETA- AND GAMMA-AMINO-ISOQUINOLINE			8,759,388	6/24/2014

Description/Title	Application No.	Application Date	Patent No.	Registration Date
AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS				
ISOQUINOLINO NE RHO KINASE INHIBITORS			8,809,326	8/19/2014
6-AND 7-AMINO ISOQUINOLINE COMPOUNDS AND METHODS FOR MAKING AND USING THE SAME			8,871,757	10/28/2014
6- AMINOISOQUIN OLINE COMPOUNDS			8,921,392	12/30/2014
BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS			9,096,569	8/4/2015
6- AMINOISOQUIN OLINE COMPOUNDS			9,365,518	6/14/2016
COMBINATION THERAPY			9,415,043	8/16/2016
BETA- AND GAMMA-AMINO- ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS			9,512,101	12/6/2016
PROCESS FOR THE PREPARATION OF KINASE INHIBITORS AND INTERMEDIATE S THEREOF			9,643,927	5/9/2017

Description/Title	Application No.	Application Date	Patent No.	Registration Date
METHODS FOR THE PREPARATION OF 6-AMINOISOQUINOLINE			9,840,468	12/12/2017
COMBINATION THERAPY			9,849,122	12/26/17
BETA- AND GAMMA-AMINO-ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS			9,884,840	2/6/2018
6-AMINOISOQUINOLINE COMPOUNDS			9,890,123	2/13/2018
COMBINATION THERAPY			9,931,336	4/3/2018
DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE			9,951,059	4/24/2018
BETA-AMINO-ISOQUINOLINYL AMIDE COMPOUNDS			9,963,432	5/8/2018
COMBINATION THERAPY			9,993,470	6/12/2018
OPHTHALMIC COMPOSITIONS	15/691,607	8/30/2017		

Description/Title	Application No.	Application Date	Patent No.	Registration Date
IMPLANT APPLICATORS AND METHODS OF ADMINISTERING IMPLANTS	15/695,810	9/5/2017		
INTRAVITREAL DRUG DELIVERY SYSTEMS FOR THE TREATMENT OF OCULAR CONDITIONS	15/746,797	1/22/2018		
PROCESS FOR THE PREPARATION OF KINASE INHIBITORS AND INTERMEDIATES THEREOF	15/776,762	5/16/2018		
BETA- AND GAMMA-AMINO-ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS	15/844,399	12/15/2017		
6-AMINOISOQUINOLINE COMPOUNDS	15/858,981	12/29/2017		

Description/Title	Application No.	Application Date	Patent No.	Registration Date
RHO KINASE INHIBITORS	15/858,995	12/29/2017		
COMBINATION THERAPY	15/901,361	2/21/2018		
DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE	15/924,089	3/16/2018		
DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE	15/941,783	3/30/2018	10,316,029	6/11/2019
ARYL CYCLOPROPYL-AMINO-ISOQUINOLINYL AMIDE COMPOUNDS	15/941,993	3/30/2018		
COMBINATION THERAPY	15/970,635	5/3/2018		
AMINO-BENZOISOTHIAZOLE AND AMINO-BENZOISOTHIAZOLE AMIDE COMPOUNDS	62/643,129	3/14/2018		

Description/Title	Application No.	Application Date	Patent No.	Registration Date
ARYL CYCLOPROPYL- AMINO- ISOQUINOLINYL AMIDE COMPOUNDS	62/643,131	3/14/2018		
THIENYL CYCLOPROPYL- AMINO- ISOQUINOLINYL AMIDE COMPOUNDS	62/650,655	3/30/2018		
MONO-(ACID) SALTS OF 6- AMINOISOQUIN OLINES AND USES THEREOF	62/650,687	3/30/2018		
ISOQUINOLINE-STEROID CONJUGATES AND USES THEREOF	62/725941	8/31/2018		
ARYL CYCLOPROPYL- AMINO-ISOQUINOLINYL AMIDE COMPOUNDS	62/731609	9/14/2018		
AMINO- BENZOISOTHIAZOLE AND AMINO- BENZOISOTHIADIAZOLE AMIDE COMPOUNDS	62/738940	9/28/2018		
AMINO- BENZOISOTHIAZOLE AND AMINO- BENZOISOTHIADIAZOLE AMIDE COMPOUNDS	62/760592	11/13/2018		

Description/Title	Application No.	Application Date	Patent No.	Registration Date
COMPOUNDS, COMPOSITIONS AND METHODS FOR TREATMENT OF MYOPIA	62800312	2/1/2019		
METHOD FOR DETERMINING WHETHER A MATERIAL REACTS WITH AN ACTIVE PHARMACEUTICAL PRODUCT (API) OR A SALT THEREOF, OR A DRUG PRODUCT CONTAINING SUCH API	62800315	2/1/2019		
Compounds, Compositions and Methods for Treatment of Myopia	62801515	2/5/2019		
PHARMACEUTICAL COMPOSITIONS FOR TREATING OCULAR DISEASES OR DISORDERS	62814198	3/5/2019		
IMPLANT APPLICATORS	16/330,025	3/1/2019		
AMINO-BENZOISOTHIAZOLE AND AMINO-BENZOISOTHIADIAZOLE AMIDE COMPOUNDS	PCT/US19/22204	3/14/2019		
MONO-(ACID) SALTS OF 6-AMINOISOQUINOLINES AND USES THEREOF	PCT/US19/24954	3/29/2019		

Description/Title	Application No.	Application Date	Patent No.	Registration Date
MONO-(ACID) SALTS OF 6-AMINOISOQUINOLINES AND USES THEREOF	16370240	3/29/2019		

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
RHOPRESSA	86231355	3/25/2014	5317370	10/24/2017
ROCLATAN	87717278	12/12/2017		
ROCKLATAN	86918084	2/14/2016	5715857	4/2/2019
VISIONAERIE LOGO	87338598	2/16/2017		
VISIONAERIE	87338490	2/16/2017	5800834	7/9/2019
AERIE PHARMACEUTICALS, INC. LOGO	87342226	2/20/2017	5300379	10/3/2017
AERIE	85797024	12/7/2012	4375647	7/30/2013
VISIONAERIES	87644834	10/13/2017	5698470	3/12/2019
RHOPRESSA LOGO	87784530	2/5/2018		
THE WORD "RHOPRESSA" WITH THE WORDS "(NETARSUDIL OPHTHALMIC SOLUTION) 0.02%" BENEATH "RHOPRESSA".	88132387	9/26/2018	5785832	6/25/2019
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 "pharmaceuticals, inc." beneath "aerie".	88228143	12/13/2018	5781737	6/18/2019