

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACULOGIX, INC.		09/20/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HORIZON TECHNOLOGY FINANCE CORPORATION
Street Address:	312 FARMINGTON AVENUE
City:	FARMINGTON
State/Country:	CONNECTICUT
Postal Code:	06032
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4451864	MACULOGIX
Registration Number:	4451865	ADAPTDX
Registration Number:	5420249	THE AMD EXPERTS
Registration Number:	4359396	AMD CENTER OF EXCELLENCE
Serial Number:	88084346	MACULOGIX
Serial Number:	88266138	MACULOGIX
Serial Number:	88073802	AMD ACADEMY
Serial Number:	88338837	AMD ACADEMY
Serial Number:	88340572	ROD INTERCEPT
Serial Number:	88340564	RI
Serial Number:	88340559	AMD CENTER OF EXCELLENCE
Serial Number:	88073839	AMD EXCELLENCE PROGRAM
Serial Number:	88340568	AMD EXCELLENCE PROGRAM
Serial Number:	88135758	MACULAR DEGENERATION CENTER OF EXCELLENC
Serial Number:	88340554	MACULAR DEGENERATION CENTER OF EXCELLENC
Serial Number:	88512492	MACULOGIX
Serial Number:	88514084	ADAPTDX
Serial Number:	88514508	M

OP \$565.00 4451864

Property Type	Number	Word Mark
Serial Number:	88596233	COMFORT GUARD
Serial Number:	88291436	ADAPTDX PRO
Serial Number:	88596269	ADAPTDX PRO COMFORT GUARD
Serial Number:	88190515	THEIA

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1138347 TM TERM D
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	10/08/2019

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 20, 2019 by and between **HORIZON TECHNOLOGY FINANCE CORPORATION**, a Delaware corporation, in its capacity as agent for the Lenders (in such capacity “Collateral Agent”) and **MACULOGIX, INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. **SILICON VALLEY BANK**, a California corporation and **HORIZON TECHNOLOGY FINANCE CORPORATION** (individually and collectively, 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 Loan and Security Agreement (Term Loan) by and among the Lenders, Collateral Agent and Grantor dated as of July 13, 2018, as amended by that certain First Amendment to Loan and Security Agreement (Term Loan) dated as of November 20, 2018, as amended by that certain Second Amendment to Loan and Security Agreement (Term Loan) dated as of December 14, 2018, and as further amended by that certain Third Amendment to Loan and Security Agreement (Term Loan) dated as of September 20, 2019 (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable 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.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the ratable 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 Collateral Agent, for the ratable 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(e) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Collateral Agent.

3. Authorization. In the event Grantor fails to comply with Section 6.8(c) of the Loan Agreement, Grantor hereby authorizes Collateral Agent 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 Collateral Agent 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

MACULOGIX, INC.

By: 

Name: William D. McPhee

Title: Chief Executive Officer & President

COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

MACULOGIX, INC.

By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent

By: Gerald A. Michaud

Name: Gerald A. Michaud

Title: President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

COPYRIGHTS

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>
None	N/A	N/A

COPYRIGHT APPLICATIONS

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
N/A	N/A	N/A	N/A

EXHIBIT B

Patents

PATENTS

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
None	N/A	N/A	N/A

PATENT APPLICATIONS

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Utility	145225.00300 Provisional App 62/734,274	9/21/2018
MacuLogix, Inc.	Utility	145225.00400 Provisional App 62/734,280	9/21/2018
MacuLogix, Inc.	Utility	Provisional App 62/853,713	5/28/2019

EXHIBIT C

Trademarks

TRADEMARKS

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
MacuLogix, Inc.	Maculogix	4451864
MacuLogix, Inc.	ADAPTDX	4451865
MacuLogix, Inc.	THE AMD EXPERTS	5420249
MacuLogix, Inc.	AMD CENTER OF EXCELLENCE	4359396

TRADEMARK APPLICATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Maculogix	88084346	8/20/2018
MacuLogix, Inc.	Maculogix	88266138	1/17/2019
MacuLogix, Inc.	AMD ACADEMY	88073802	8/10/2018
MacuLogix, Inc.	AMD ACADEMY	88338837	3/13/2019
MacuLogix, Inc.	ROD INTERCEPT	88340572	3/14/2019
MacuLogix, Inc.	RI	88340564	3/14/2019
MacuLogix, Inc.	AMD CENTER OF EXCELLENCE	88340559	3/14/2019
MacuLogix, Inc.	AMD EXCELLENCE PROGRAM	88073839	8/10/2018
MacuLogix, Inc.	AMD EXCELLENCE PROGRAM	88340568	3/14/2019
MacuLogix, Inc.	MACULAR DEGENERATION CENTER OF EXCELLENCE	88135758	9/28/2018
MacuLogix, Inc.	MACULAR DEGENERATION CENTER OF EXCELLENCE	88340554	3/14/2019

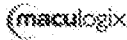


<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.		88512492	7/12/2019
MacuLogix, Inc.		88514084	7/15/2019
MacuLogix, Inc.		88514508	7/15/2019
MacuLogix, Inc.	COMFORT GUARD	88596233	8/28/2019
MacuLogix, Inc.	ADAPTDX PRO	88291436	2/6/2019
MacuLogix, Inc.	ADAPTDX PRO COMFORT GUARD	88596269	8/28/2019
MacuLogix, Inc.	THEIA	88190515	11/12/2018

EXHIBIT D

Mask Works

None