

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACULOGIX, INC.		02/19/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5966850	MACULOGIX
Registration Number:	5967010	ADAPTDX
Serial Number:	88677075	MEYE PRACTICE
Serial Number:	88677060	MEYE PRACTICE
Serial Number:	88677070	RI

CORRESPONDENCE DATA

Fax Number:

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: 202.370.4750
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Jennifer Tindie
 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:	1189385 C
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/

OP \$140.00 5966850

DATE SIGNED:

02/19/2020

Total Attachments: 7

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of February 19, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank"), and **MACULOGIX, INC.**, a Delaware corporation whose address is 3721 TecPort Drive, Suite 301, Harrisburg, Pennsylvania 17111 ("Grantor").

Recitals

A. Grantor and Bank have previously entered into that certain Loan and Security Agreement (Revolving Line) dated as of July 13, 2018, as amended by that certain First Amendment to Loan and Security Agreement (Revolving Line) dated as of September 20, 2019 between Grantor and Bank, and as further amended by that certain Second Amendment to Loan and Security Agreement (Revolving Line) dated as of the date hereof between Grantor and Bank (as the same may be further amended, modified, restated, replaced, or supplemented from time to time, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of September 20, 2019 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto.

2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

MACULOGIX INC

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

MACULOGIX, INC.

By:

Name:

Title:

BANK:

SILICON VALLEY BANK

By: Thomas F. Gordon

Name: THOMAS F. GORDON

Title: MANAGING DIRECTOR



SCHEDULE B-1

PATENT APPLICATIONS


<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Utility (Provisional)	62/960,643	1/13/2020
MacuLogix, Inc.	Design	29/706,611	9/21/2019
MacuLogix, Inc.	Design	29/706,612	9/21/2019
MacuLogix, Inc.	Design	29/706,613	9/21/2019
MacuLogix, Inc.	Design	29/706,614	9/21/2019
MacuLogix, Inc.	Design	29/706615	9/21/2019

SCHEDULE C-1

UNITED STATES TRADEMARKS

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
MacuLogix, Inc.		5966850
MacuLogix, Inc.		5967010

UNITED STATES TRADEMARK APPLICATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.		88677075	11/1/2019
MacuLogix, Inc.	MEYE PRACTICE	88677060	11/1/2019
MacuLogix, Inc.	RI	88677070	11/1/2019

FOREIGN TRADEMARK APPLICATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Maculogix	Australia	2063064	7/15/2019
MacuLogix, Inc.	Maculogix	Canada	2006334	7/15/2019
MacuLogix, Inc.	Maculogix	EU	1509406	7/15/2019
MacuLogix, Inc.	Maculogix	Great Britain	WE00001509406	7/15/2019
MacuLogix, Inc.	Maculogix	WO	1509406	7/15/2019
MacuLogix, Inc.	Maculogix (Stylized)	Australia	1999754	2/20/2019
MacuLogix, Inc.	Maculogix (Stylized)	Canada	1947240	2/20/2019

MacuLogix, Inc.	Maculogix (Stylized)	EU	1458162	2/20/2019
MacuLogix, Inc.	Maculogix (Stylized)	Great Britain	WE00001458162	2/20/2019
MacuLogix, Inc.	Maculogix (Stylized)	WO	1458162	2/20/2019
MacuLogix, Inc.	AdaptDx	Australia	2045832	12/7/2019
MacuLogix, Inc.	AdaptDx	Canada	1991874	12/7/2019
MacuLogix, Inc.	AdaptDx	EU	1493516	12/7/2019
MacuLogix, Inc.	AdaptDx	Great Britain	WE00001493516	12/7/2019
MacuLogix, Inc.	AdaptDx	WO	1493516	12/7/2019
MacuLogix, Inc.	Theia	Australia	2020933	5/10/2019
MacuLogix, Inc.	Theia	Canada	1962364	5/10/2019
MacuLogix, Inc.	Theia	EU	1474856	5/10/2019
MacuLogix, Inc.	Theia	WO	1474856	5/10/2019
MacuLogix, Inc.	Theia	Great Britain	WE00001474856	5/10/2019
MacuLogix, Inc.	AdaptDx Pro	Australia	2039961	7/25/2019
MacuLogix, Inc.	AdaptDx Pro	Canada	1986863	7/25/2019
MacuLogix, Inc.	AdaptDx Pro	EU	1474856	7/25/2019
MacuLogix, Inc.	AdaptDx Pro	WO	1474856	7/25/2019
MacuLogix, Inc.	AdaptDx Pro	Great Britain	WE00001474856	7/25/2019

MacuLogix, Inc.	Comfort Guard	WO	A0093200	1/10/2020
MacuLogix, Inc.	m (stylized)	WO	1515820	1/10/2020
MacuLogix, Inc.	AdaptDx (stylized)	WO	1516179	1/10/2020
MacuLogix, Inc.	Maculogix (stylized)	WO	A0093191	1/10/2020