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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM575212

Stylesheet Version v1.2

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MACULOGIX, INC.		05/06/2020	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: 2**

Property Type	Number	Word Mark
Registration Number:	5998702	AMD EXCELLENCE PROGRAM
Registration Number:	5998701	AMD ACADEMY

## **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: Joanna McCall

**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:	1218278 SVB
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	05/07/2020

**Total Attachments: 4** 

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#### SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of May 6, 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, as amended by that certain Second Amendment to Loan and Security Agreement (Revolving Line) dated as of February 19, 2020 between Grantor and Bank, and as further amended by that certain Third 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, and as further amended by that certain First Amendment to Intellectual Property Security Agreement dated as of February 18, 2020 (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. <u>Exhibit C</u> 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 <u>Schedule C-1</u> attached hereto.
- B. <u>RATIFICATION OF IP SECURITY AGREEMENT</u>. 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. <u>COUNTERSIGNATURE</u>. This Amendment shall become effective only when it shall have been executed by Grantor and Bank. Each party hereto may execute this Amendment by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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

GRANTOR:

MACULOGIX NO

By:

Name: William D. McPhee

Title: Chief Executive Offices

BANK:

SILICON VALLEY BANK

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Name:

Tide:

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: Jannsot
Name: Laur M Scott
market an

# SCHEDULE C-1

# **UNITED STATES TRADEMARKS**

Registered Owner	<u>Mark</u>	Registration Number
MacuLogix, Inc.	AMD Excellence Program®	5998702
MacuLogix, Inc.	AMD Academy®	5998701

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**RECORDED: 05/07/2020**