

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACULOGIX, INC.		05/06/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Horizon Technology Finance Corporation, as Agent
Street Address:	312 Farmington Avenue
City:	Farmington
State/Country:	CONNECTICUT
Postal Code:	06032
Entity Type:	Corporation: DELAWARE

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 Horizon
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	05/07/2020

Total Attachments: 4

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Agreement)#page1.tif

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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 **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 whose address is 3721 TecPort Drive, Suite 301, Harrisburg, Pennsylvania 17111 ("Grantor").

Recitals

A. SILICON VALLEY BANK, a California corporation ("SVB"), HORIZON CREDIT II LLC, a Delaware limited liability company ("HCII"), an assignee of Collateral Agent, HORIZON FUNDING TRUST 2019-1, a Delaware statutory trust ("Horizon Trust"), an assignee of Collateral Agent (SVB, HCII, and Horizon Trust, individually and collectively, the "Lenders") and Grantor have previously entered into that certain Loan and Security Agreement (Term Loan) 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 between Lenders, Collateral Agent and Grantor, as amended by that certain Second Amendment to Loan and Security Agreement (Term Loan) dated as of December 14, 2018 between Lenders, Collateral Agent and Grantor, as amended by that certain Third Amendment to Loan and Security Agreement (Term Loan) dated as of September 20, 2019 between Lenders, Collateral Agent and Grantor, as amended by that certain Fourth Amendment to Loan and Security Agreement (Term Loan) dated as of February 19, 2020 between Lenders, Collateral Agent and Grantor, and as further amended by that certain Fifth Amendment to Loan and Security Agreement (Term Loan) dated as of the date hereof between Lenders, Collateral Agent and Grantor (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 Collateral Agent, Grantor has previously granted Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of September 20, 2019, as 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 Collateral Agent have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND COLLATERAL AGENT AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT.

1. 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 Collateral Agent. 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, INC

By: 

Name: William D. McPhee

Title: Chief Executive Officer

COLLATERAL AGENT:

**HORIZON TECHNOLOGY FINANCE
CORPORATION, as Collateral Agent**

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: _____

COLLATERAL AGENT:

**HORIZON TECHNOLOGY FINANCE
CORPORATION, as Collateral Agent**

By: Robert D. Pomeroy, Jr.

Name: Robert D. Pomeroy, Jr.

Title: Chief Executive Officer

SCHEDULE C-1

UNITED STATES TRADEMARKS

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