

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Intellectual Property Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MACULOGIX, INC.		11/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HORIZON TECHNOLOGY FINANCE CORPORATION, as Agent		
Street Address:	31 Farmington Avenue		
City:	FARMINGTON		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6003436	MACULOGIX	
Registration Number:	4451864	MACULOGIX	
Registration Number:	4451865	ADAPTDX	
Registration Number:	6175889	ADAPTDX PRO	
Registration Number:	5420249	THE AMD EXPERTS	
Registration Number:	6004335	AMD CENTER OF EXCELLENCE	
Registration Number:	4359396	AMD CENTER OF EXCELLENCE	
Registration Number:	5998702	AMD EXCELLENCE PROGRAM	
Registration Number:	5998701	AMD ACADEMY	
Registration Number:	6143827	AMD ACADEMY	
Registration Number:	5966850	MACULOGIX	
Registration Number:	5967010	ADAPTDX	
Serial Number:	88266138	MACULOGIX	
Serial Number:	88340572	ROD INTERCEPT	
Serial Number:	88340564	RI	
Serial Number:	88514508	M	
Serial Number:	88596233	COMFORT GUARD	
Serial Number:	88596269	ADAPTDX PRO COMFORT GUARD	

OP \$540.00 6003436

Property Type	Number	Word Mark
Serial Number:	88190515	THEIA
Serial Number:	88677060	MEYE PRACTICE
Serial Number:	88677075	MEYE PRACTICE

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:	1285222 TM D
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	11/04/2020

Total Attachments: 12
source=MacuLogix - IPSA (Term Loan)#page1.tif
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THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of November 3, 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, as amended by that certain Fifth Amendment to Loan and Security Agreement (Term Loan) dated as of May 6, 2020 between Lenders, Collateral Agent and Grantor, and as further amended by that certain Sixth 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 19, 2020, and as further amended by that certain Second Amendment to Intellectual Property Security Agreement dated as of May 6, 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 A to the IP Security Agreement is hereby amended in its entirety and replaced with Schedule A-1 attached hereto.

2. Exhibit B to the IP Security Agreement is hereby amended in its entirety and replaced with Schedule B-1 attached hereto.

3. Exhibit C to the IP Security Agreement is hereby amended in its entirety and replaced with 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, as amended hereby, and acknowledges, confirms and agrees that the IP Security Agreement, as amended hereby, 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: President and CEO

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. Pometoy, Jr.

Name: ROBERT D. POMETOY, JR.

Title: CEO

SCHEDULE A-1

Copyrights

UNITED STATES COPYRIGHTS

United States Copyrights

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

United States 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

SOFTWARE (NOT REGISTERED WITH U.S. COPYRIGHT OFFICE)

Proprietary software that is in MacuLogix, Inc.'s AdaptDx unit.

The software resident in the AdaptDx Pro™, including the MeyePractice software, is copyrighted. Copyright notices are embedded in the code and appear on the boot-up splash screen.

SCHEDULE B-1

Patents

UNITED STATES PATENTS

United States Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
MacuLogix, Inc. ¹	Utility	10,667,683, issued 6/10/2020	9/21/2019

United States Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc. ²	Utility	Provisional App. No. 62/734,274	9/21/2018
MacuLogix, Inc. ³	Utility	Provisional App. No. 62/734,280	9/21/2018
MacuLogix, Inc. ⁴	Utility	Provisional App. No. 62/853,713	5/28/2019
MacuLogix, Inc.	Utility	Provisional App. No. 62/960,643	1/13/2020
MacuLogix, Inc. ⁵	Utility	16/578,311 (Fast-track)	9/21/2019

1 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement; ; it is being reassigned back to the Company pursuant to the Settlement Agreement, as defined in the Fourth Amendment to Loan and Security Agreement (Revolving Line) and Sixth Amendment to Loan and Security Agreement (Term Loan).

2 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement; it is being reassigned back to the Company pursuant to the Settlement Agreement, as defined in the Fourth Amendment to Loan and Security Agreement (Revolving Line) and Sixth Amendment to Loan and Security Agreement (Term Loan).

3 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement; it is being reassigned back to the Company pursuant to the Settlement Agreement, as defined in the Fourth Amendment to Loan and Security Agreement (Revolving Line) and Sixth Amendment to Loan and Security Agreement (Term Loan).

4 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement; it is being reassigned back to the Company pursuant to the Settlement Agreement, as defined in the Fourth Amendment to Loan and Security Agreement (Revolving Line) and Sixth Amendment to Loan and Security Agreement (Term Loan).

MacuLogix, Inc.	Utility	16/890,811	6/10/2020
MacuLogix, Inc.	Utility	16/890,945	6/10/2020
MacuLogix, Inc.	Utility	16/890,949	6/10/2020
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	29/706,615	9/21/2019
MacuLogix, Inc.	Design	29/728,992	3/23/2020

FOREIGN PATENTS

Foreign Patents

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Design	AU 202011756	3/23/2020
MacuLogix, Inc.	Design	AU 202013813	3/23/2020
MacuLogix, Inc.	Design	AU 202011757	3/23/2020
MacuLogix, Inc.	Design	AU 202011761	3/23/2020
MacuLogix, Inc.	Design	AU 202011764	3/23/2020
MacuLogix, Inc.	Design	AU 202011770	3/23/2020
MacuLogix, Inc.	Design	CN2020301014309	3/23/2020
MacuLogix, Inc.	Design	DM/210708 (CA, GB, EM, KR, JP, RU, IL)	3/23/2020
MacuLogix, Inc.	Design	DM/210472 (CA, GB, EM, KR, JP, RU, IL)	3/23/2020
MacuLogix, Inc.	Design	DM/209299 (CA, GB, EM, KR, JP, RU, IL)	3/23/2020

5 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement; it is being reassigned back to the Company pursuant to the Settlement Agreement, as defined in the Fourth Amendment to Loan and Security Agreement (Revolving Line) and Sixth Amendment to Loan and Security Agreement (Term Loan).

MacuLogix, Inc.	Design	CN2020301012002	3/23/2020
MacuLogix, Inc.	Design	BR302020001393-0	3/23/2020

Foreign Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc. ⁶	PCT	PCT/US19/52303	9/21/2019
MacuLogix, Inc.	Design	Hague Serial No. 35/001,819	3/23/2020
MacuLogix, Inc.	Design	Hague Serial No. 35/001,932	9/18/2020
MacuLogix, Inc.	Design	AU202015154	9/23/2020
MacuLogix, Inc.	Design	CN2020301009315	3/23/2020
MacuLogix, Inc.	Design	CN2020301012905	3/23/2020
MacuLogix, Inc.	Design	CN2020301014116	3/23/2020
MacuLogix, Inc.	Design	CN2020305683006	9/23/2020
MacuLogix, Inc.	Design	TW109301532	3/23/2020
MacuLogix, Inc.	Design	TW109301531	3/23/2020
MacuLogix, Inc.	Design	TW109301530	3/23/2020
MacuLogix, Inc.	Design	TW109301534	3/23/2020
MacuLogix, Inc.	Design	TW109301533	3/23/2020
MacuLogix, Inc.	Design	TW109305339	9/23/2020
MacuLogix, Inc.	Design	BR302020001396-4	3/23/2020
MacuLogix, Inc.	Design	BR302020001397-2	3/23/2020
MacuLogix, Inc.	Design	BR302020001395-6	3/23/2020
MacuLogix, Inc.	Design	BR302020001398-0	3/23/2020

⁶ This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement; it is being reassigned back to the Company pursuant to the Settlement Agreement, as defined in the Fourth Amendment to Loan and Security Agreement (Revolving Line) and Sixth Amendment to Loan and Security Agreement (Term Loan).



MacuLogix, Inc.	Design	BR302020004407-0	9/23/2020
MacuLogix, Inc.	Design	IN328504-001	3/23/2020
MacuLogix, Inc.	Design	IN328503-001	3/23/2020
MacuLogix, Inc.	Design	IN328506-001	3/23/2020
MacuLogix, Inc.	Design	IN328507-001	3/23/2020
MacuLogix, Inc.	Design	IN328508-001	3/23/2020
MacuLogix, Inc.	Design	IN333474-001	9/23/2020

SCHEDULE C-1


Trademarks


UNITED STATES TRADEMARKS

United States Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
MacuLogix, Inc.	MacuLogix®	6003436 and 4451864
MacuLogix, Inc.	AdaptDx®	4451865
MacuLogix, Inc.	AdaptDx Pro®	6175889
MacuLogix, Inc.	The AMD Experts®	5420249
MacuLogix, Inc.	AMD Center of Excellence®	6004335 and 4359396
MacuLogix, Inc.	AMD Excellence Program®	5998702
MacuLogix, Inc.	AMD Academy®	5998701 and 6143827
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.	Maculogix	88266138	8/20/2019
MacuLogix, Inc.	ROD INTERCEPT	88340572	3/14/2019
MacuLogix, Inc.	RI	88340564	3/14/2019
MacuLogix, Inc.		88514508	7/15/2019

MacuLogix, Inc.	COMFORT GUARD	88596233	8/28/2019
MacuLogix, Inc.	ADAPTDX PRO COMFORT GUARD	88596269	8/28/2019
MacuLogix, Inc.	THEIA	88190515	11/12/2018
MacuLogix, Inc.	Meyeppractice	88677060	11/1/2019
MacuLogix, Inc.		88677075	11/1/2019

FOREIGN TRADEMARKS

Foreign Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>
MacuLogix, Inc.	Theia	Australia	2020933
MacuLogix, Inc.	Theia	Samoa	1474856
MacuLogix, Inc.	Comfort Guard	WP (designating EU)	1518152
MacuLogix, Inc.	Maculogix	India	4523222
MacuLogix, Inc.	AdaptDx	India	4523039
MacuLogix, Inc.	AdaptDx Pro	India	4523040
MacuLogix, Inc.	Maculogix	WP (designating EU)	1509406
MacuLogix, Inc.	Maculogix	WP (designating EU)	1458162
MacuLogix, Inc.	AdaptDx	WP (designating EU)	1493516
MacuLogix, Inc.	Theia	WP (designating EU)	1474856
MacuLogix, Inc.	AdaptDx Pro	WP (designating EU)	1488869
MacuLogix, Inc.		WP (designating EU)	1515820
MacuLogix, Inc.	<u>AdaptDx</u>	WP (designating EU)	1516179

Foreign Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
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MacuLogix, Inc.	Maculogix	Australia	2063064	7/15/2019
MacuLogix, Inc.	Maculogix	Canada	2006334	7/15/2019
MacuLogix, Inc.	Maculogix	Australia	1999754	2/20/2019
MacuLogix, Inc.	Maculogix	Canada	1947240	2/20/2019
MacuLogix, Inc.	AdaptDx	Australia	2045832	12/7/2019
MacuLogix, Inc.	AdaptDx	Canada	1991874	12/7/2019
MacuLogix, Inc.	Theia	Canada	1962364	5/10/2019
MacuLogix, Inc.	AdaptDx Pro	Australia	2039961	7/25/2019
MacuLogix, Inc.	AdaptDx Pro	Canada	1986863	7/25/2019
MacuLogix, Inc.	Comfort Guard	Canada	2015637	1/10/2020
MacuLogix, Inc.	Comfort Guard	Australia	2073546	1/10/2020
MacuLogix, Inc.		WIPO	WO0000001515820	1/10/2020
MacuLogix, Inc.		Canada	2012977	1/10/2020
MacuLogix, Inc.		Australia	2070473	1/10/2020
MacuLogix, Inc.	<u>AdaptDx</u>	Australia	2070503	1/10/2020
MacuLogix, Inc.	<u>AdaptDx</u>	Canada	2012987	1/10/2020
MacuLogix, Inc.	Theia	India	452325	4/30/2020