

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ocular Therapeutix, Inc.		06/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as agent		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4135965	RESURE	
Serial Number:	86425297	DEXTENZA	
Serial Number:	87864954	DEXTENZA	
Serial Number:	88068409	PAXTRAVA	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>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.</i>			
Phone:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	06/04/2021		
Total Attachments: 6			
source=MidCap _ Ocular _ AR IP Security Agreement - TM#page1.tif			
source=MidCap _ Ocular _ AR IP Security Agreement - TM#page2.tif			

CH \$115.00 4135965

source=MidCap _ Ocular _ AR IP Security Agreement - TM#page3.tif

source=MidCap _ Ocular _ AR IP Security Agreement - TM#page4.tif

source=MidCap _ Ocular _ AR IP Security Agreement - TM#page5.tif

source=MidCap _ Ocular _ AR IP Security Agreement - TM#page6.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of June 4, 2021, by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as agent (in such capacity, and together with its successors in such capacity, “**Agent**”) and **OCULAR THERAPEUTIX, INC.**, a Delaware corporation (the “**Grantor**”).

RECITALS

A. The Grantor, Agent and the lenders party thereto from time to time (the “**Existing Lenders**”) have entered into that certain Third Amended and Restated Credit and Security Agreement, dated as of December 21, 2018 (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), pursuant to which the Existing Lenders made loans and other financial accommodations to the Grantor, subject to the terms and conditions set forth therein.

B. In connection with the Existing Credit Agreement, the Grantor and Agent entered into that certain Intellectual Property Security Agreement, dated as of December 21, 2018 (the “**Existing IP Security Agreement**”), pursuant to which the Grantor granted a security interest in all of the Intellectual Property Collateral (as defined therein) to Agent to secure the Obligations.

C. The Grantor, Agent and the lenders party thereto (the “**Lenders**”) have agreed to amend and restate the Existing Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Fourth Amended and Restated Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”) by and among the Grantor, Agent and the Lenders.

D. One of the conditions precedent to Agent and the Lenders entering into the Amended and Restated Credit Agreement is that the Grantor execute and deliver this Agreement, which amends and restates the Existing IP Security Agreement.

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 Amended and Restated Credit Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 such 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 such 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Notwithstanding the foregoing, the Intellectual Property Collateral does 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(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise. For the avoidance of

doubt, the grant of a security interest in the Intellectual Property Collateral shall not be deemed an absolute assignment thereof to the Agent.

THIS AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, waiver of jury trial and venue are incorporated herein and shall govern this Agreement. This Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

The Existing IP Security Agreement, including the schedules thereto, is superseded by this Agreement, including the schedules hereto, which has been executed in renewal, amendment, restatement and modification of, but not in novation or extinguishment of, the obligations under the Existing IP Security Agreement. Any and all outstanding obligations under the Existing IP Security Agreement including, but not limited to the grant of security interests, as of the date set forth in the preamble thereto, shall be carried over and deemed outstanding under this Agreement.

[Remainder of page intentionally blank; signature page follows.]

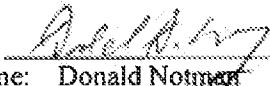
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

OCULAR THERAPEUTIX, INC.

Ocular Therapeutix, Inc.
15 Crosby Drive
Bedford, MA 01730
Attention: Chief Financial Officer
Fax: (781) 357-4001

By:  (SEAL)
Name: Donald Notman
Title: Chief Financial Officer, Treasurer and Secretary

AGENT:

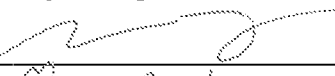
MIDCAP FINANCIAL TRUST

Address of Agent:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 300
Bethesda, MD 20814
Attn: Account Manager for Agena transaction
Facsimile: 301-941-1450
Email: notices@midcapfinancial.com

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)

Name: Christina Smith

Title: Authorized Signatory

EXHIBIT C

Trademarks

Ref No. (Country)	Trademark	Registration No. (Issue Date)	Status
15-US-01 (United States)	RESURE	4,135,965 (05/01/2012)	Registered.
15-WO-01 (Australia)	RESURE	1 050 699 (08-26-2010)	Protection granted 02/16/11.
15-WO-01 (China)	RESURE	1 050 699 (08-26-2010)	Protection granted 08/08/11.
15-WO-01 (Czech Republic)	RESURE	1 050 699 (08-26-2010)	Protection granted 05/06/11.
15-WO-01 (France)	RESURE	1 050 699 (08-26-2010)	Protection granted.
15-WO-01 (Germany)	RESURE	1 050 699 (08-26-2010)	Protection granted 2-25-11
15-WO-01 (Hungary)	RESURE	1 050 699 (08-26-2010)	Protection granted 06-29-11
15-WO-01 (Italy)	RESURE	1 050 699 (08-26-2010)	Protection granted 08/01/11.
15-WO-01 (Japan)	RESURE	1 050 699 (08-26-2010)	Registered 9-16-11.
15-WO-01 (Korea)	RESURE	1 050 699 (08-26-2010)	Protection granted 9/1/11. Assigned Int'l Reg. No.
15-WO-01 (Poland)	RESURE	1 050 699 (08-26-2010)	Protection granted 03/21/11.
15-WO-01 (Russia)	RESURE	1 050 699 (08-26-2010)	Protection granted 08/29/11.
15-WO-01 (Singapore)	RESURE	1 050 699 (08-26-2010)	Protection granted 01-19-2011.
15-WO-01 (Spain)	RESURE	1 050 699 (08-26-2010)	Protection granted 02-10-11.
15-WO-01 (United Kingdom)	RESURE	1 050 699 (08-26-2010)	Protection granted 01-10-11.
N/A (United States)	DEXTENZA	86425297 (10-16-14)	Protection granted July 2018
N/A (United States)	DEXTENZA	87864954	Filed 04-05-18. Pending.
N/A (United States)	PAXTRAVA	88068409	Filed 08-07-18. Pending.