

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667882

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oyster Point Pharma, Inc.		08/05/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OrbiMed Royalty & Credit Opportunities III, LP		
<b>Street Address:</b>	601 Lexington Avenue, 54th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90581634	DRY EYELAND	
<b>Serial Number:</b>	90581636	DRY EYELAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			
<b>Phone:</b>	4152687810		
<b>Email:</b>	sguerra@mofo.com		
<b>Correspondent Name:</b>	Muzamil Huq, Morrison & Foerster LLP		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	72388-0000017		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/MHuq/		
<b>DATE SIGNED:</b>	08/16/2021		
<b>Total Attachments: 5</b>			
source=Oyster Point - Trademark Security Agreement#page1.tif			
source=Oyster Point - Trademark Security Agreement#page2.tif			
source=Oyster Point - Trademark Security Agreement#page3.tif			
source=Oyster Point - Trademark Security Agreement#page4.tif			

CH \$65.00 90581634



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2021 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of OrbiMed Royalty & Credit Opportunities III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as August 5, 2021 (as amended, restated, supplemented and/or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement referred to therein); and

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and as security for the payment and performance of the Secured Obligations, each Trademark Grantor hereby grants to the Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of such Trademark Grantor’s right, title and interest in, to and under all of the following property of such Trademark Grantor, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

- (a) all Trademarks of such Trademark Grantor (including, without limitation, the Trademark registrations and applications listed on **Schedule 1** attached hereto);
- (b) all products and Proceeds of any and all of the foregoing; and
- (c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and
- (d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement.

Notwithstanding the foregoing and anything to the contrary contained herein or in any other Loan Document, the grant of a security interest as provided herein shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark

Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

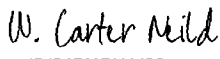
OYSTER POINT PHARMA, INC.

By: Jeffrey Nau  
Name: Jeffrey Nau  
Title: President and Chief Executive Officer

Address: Oyster Point Pharma, Inc.  
202 Carnegie Center Drive  
Suite 109  
Princeton, NJ 08540

Accepted and Agreed:  
ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP

By: OrbiMed ROF III LLC, its General Partner  
By: OrbiMed Advisors LLC, its Managing Member

DocuSigned by:  
  
1B4D8E89E8904B5...

By \_\_\_\_\_  
Name: W. Carter Neild  
Title: Member

Address for Notices:  
OrbiMed Royalty & Credit Opportunities III, LP  
c/o OrbiMed Advisors LLC  
601 Lexington Avenue  
54<sup>th</sup> Floor  
New York, NY 10022  
Attention: Matthew Rizzo; OrbiMed Credit Reporting  
Email: RizzoM@OrbiMed.com; RoSCreditOps@OrbiMed.com

**TRADEMARKS**Trademark Registrations

None.

Trademark Applications

<b><u>Grantor</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Mark</u></b>
Oyster Point Pharma, Inc.	United States	Application No. 90581634	Filed Mar-16-2021	DRY EYELAND
Oyster Point Pharma, Inc.	United States	Application No. 90581636	Filed Mar-16-2021	DRY EYELAND