

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Combango, Inc.		11/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	115 South Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88064298	COMBANGIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1523954 TM		
NAME OF SUBMITTER:	Eugenia Prezas		
SIGNATURE:	/Eugenia Prezas/		
DATE SIGNED:	11/16/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 15, 2021 by and between OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and COMBANGIO, INC., a Delaware corporation with an address at 1440 O’Brien Drive, Suite D, Menlo Park CA 94025 (“**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders, KALA PHARMACEUTICALS, INC., a Delaware corporation, and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**,” capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans (and have already made certain Loans) to Borrower, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement), Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to

those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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

GRANTOR:

Address of Grantor:

COMBANGIO, INC.

1440 O'Brien Drive
Suite D
Menlo Park, CA 94025
Attn: Mary Reumuth, Chief Financial
Officer

By: 
Name: Mary Reumuth
Title: Treasurer

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

115 South Union Street
Suite 300
Alexandria, VA 22314

By: _____
Name: _____
Title: _____

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

GRANTOR:

Address of Grantor:

COMBANGIO, INC.

1440 O'Brien Drive
Suite D
Menlo Park, CA 94025
Attn: Mary Reumuth, Chief Financial
Officer

By: _____
Name:
Title: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

115 South Union Street
Suite 300
Alexandria, VA 22314

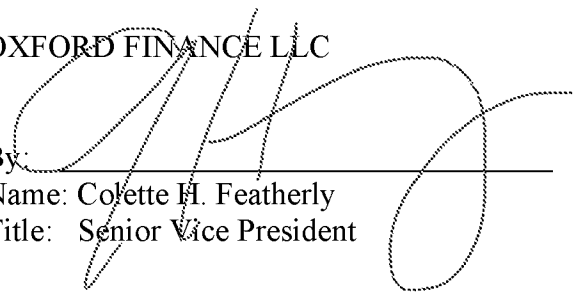
By: 
Name: Colette H. Featherly
Title: Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

(See attached.)

MLB Docket / Power of Attorney	Country	Application No.; Patent No.	Filing Date / Grant Date	Entitled
121785-5001-WO (MLB POA)	PCT	PCT/US20/27093	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-AU	AUSTRALIA	Not applicable	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-BR - SIGNED POA	BRAZIL	BR 112021020450-4	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-CA	CANADA	Not yet available	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-CL	CHILE	202102655.0	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-CN	CHINA	Not applicable	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-EP	EUROPE	Not applicable	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-IN	INDIA	Not applicable	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-JP	JAPAN	2021-560632	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-KR	KOREA	Not applicable	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-MX	MEXICO	MX/a/2021/012451	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-JP	JAPAN	2009-525092	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-MX	MEXICO	MX/2009/01710	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-NZ	NEW ZEALAND	Not applicable	7-Apr-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-US (MLB POA)	UNITED STATES	U.S. Application No. 16/785,463, U.S. Patent No. 10,881,693	07-Feb-20; 05-Jan-21	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-US01 (MLB POA)	UNITED STATES	U.S. Application No. 16/785,470, U.S. Patent No. 10,758,571	07-Feb-20; 01-Sep-20	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-US02 (MLB POA)	UNITED STATES	U.S. Application No. 16/842,696	7-Apr-20	MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-US03 (MLB POA)	UNITED STATES	U.S. Application No. 17/185,801, U.S. Patent No. 11,129,853	25-Feb-21; 28-Sep-21	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-PR	PROVISIONAL	62/831,371	9-Apr-19	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5001-PR01	PROVISIONAL	62/929,035	31-Oct-19	PROCESSES FOR MAKING AND USING A MESENCHYMAL STEM CELL DERIVED SECRETOME
121785-5005-PR (MLB POA)	PROVISIONAL	63/165,676	24-Mar-21	COMPOSITIONS COMPRISING BRANCHED KGF-2 DERIVED PEPTIDES AND METHODS FOR USE IN OCULAR TREATMENT
121785-5006-WO (MLB POA)	PCT	PCT/US21/26059	6-Apr-21	LYOPHILIZED MESENCHYMAL STEM CELL DERIVED SECRETOME AND USES THEREOF
121785-5006-US (MLB POA)	UNITED STATES	17/224,068	6-Apr-21	LYOPHILIZED MESENCHYMAL STEM CELL DERIVED SECRETOME AND USES THEREOF
121785-5006-PR (MLB POA)	PROVISIONAL	63/006,680	7-Apr-20	LYOPHILIZED MESENCHYMAL STEM CELL DERIVED SECRETOME AND USES THEREOF
121785-5007-PR (MLB POA)	PROVISIONAL	63/165,678	24-Mar-21	COMPOSITIONS COMPRISING C-MET AGONIST ANTIBODIES AND METHODS FOR USE IN OCULAR TREATMENT
121785-5008-PR (MLB POA)	PROVISIONAL	63/217,952	2-Jul-21	PROCESSES FOR MAKING AND USING A CELLULAR FIBRONECTIN COMPOSITION
121785-5008-PR01 (MLB POA)	PROVISIONAL	63/235,605	20-Aug-21	PROCESSES FOR MAKING AND USING A CELLULAR FIBRONECTIN COMPOSITION

Exhibit C

Trademarks

Trademark	Country	Application No.	Filing Date	Registration Date
COMBANGIO	US	88064298	08-03-2018	
COMBANGIO	Europe	018016897	01-30-2019	06-13-2019