

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maculogix, Inc.		03/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Horizon Technology Finance Corporation		
Street Address:	312 Farmington Avenue		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5967010	ADAPTDX	
Registration Number:	5420249	THE AMD EXPERTS	
Registration Number:	4451865	ADAPTDX	
Registration Number:	6175889	ADAPTDX PRO	
Registration Number:	5998701	AMD ACADEMY	
Registration Number:	6143827	AMD ACADEMY	
Registration Number:	4359396	AMD CENTER OF EXCELLENCE	
Registration Number:	6004335	AMD CENTER OF EXCELLENCE	
Registration Number:	5998702	AMD EXCELLENCE PROGRAM	
Registration Number:	6284112	COMFORT GUARD	
Registration Number:	6531321	M	
Registration Number:	6342112	MACULOGIX	
Registration Number:	4451864	MACULOGIX	
Registration Number:	6003436	MACULOGIX	
Registration Number:	5966850	MACULOGIX	
Registration Number:	6311035	RI	
Registration Number:	6311036	ROD INTERCEPT	
Serial Number:	88190515	THEIA	

CH \$465.00 5967010

CORRESPONDENCE DATA**Fax Number:** 6172359493*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:** 6179517790**Email:** ronald.duvernay@ropesgray.com**Correspondent Name:** Ronald M. Duvernay**Address Line 1:** Prudential Tower, 800 Boylston Street**Address Line 2:** Ropes & Gray LLP**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	HRZN-054
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	03/04/2022

Total Attachments: 13

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FOURTH AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Fourth Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of March 3, 2022, by and between **HORIZON TECHNOLOGY FINANCE CORPORATION**, a Delaware corporation, in its capacity as agent for the Lenders (as defined in the Loan Agreement referred to below), with its principal place of business at 312 Farmington Avenue, Farmington, CT 06032 (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. Grantor, Collateral Agent, and the Lenders have previously entered into that certain Loan and Security Agreement (Term Loan), dated as of July 13, 2018, as amended by that certain (i) First Amendment, dated as of November 20, 2018, (ii) Second Amendment, dated as of December 14, 2018, (iii) Third Amendment, dated as of September 20, 2019, (iv) Fourth Amendment, dated as of February 19, 2020, (v) Fifth Amendment, dated as of May 6, 2020, (vi) Sixth Amendment, dated as of November 3, 2020, (vii) Seventh Amendment, dated as of December 17, 2020, (viii) Eighth Amendment, dated as of May 10, 2021, (xi) Waiver and Ninth Amendment, dated as of December 7, 2021, (x) Tenth Amendment, dated as of January 18, 2022, and (xi) Forbearance Agreement and Eleventh Amendment, dated as of the date hereof (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

B. To secure its obligations and liabilities to Collateral Agent and the Lenders, 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 (i) First Amendment, dated as of February 19, 2020, (ii) Second Amendment, dated as of May 6, 2020, and (iii) Third Amendment, dated as of November 3, 2020 (as the same may be further amended, restated, supplemented, or otherwise modified 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: Bill McPhee

Name: William D. McPhee

Title: Chief Executive Officer

COLLATERAL AGENT:

HORIZON TECHNOLOGY FINANCE CORPORATION

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

By: ROBERT D. POMEROY, JR.

Name: ROBERT D. POMEROY, JR.

Title: CEO

[Fourth Amendment to Intellectual Property Security Agreement]

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 on the AdaptDx Pro™ is copyrighted, 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	9/21/2019
MacuLogix, Inc.	Utility	7,494,222	12/24/2006
Maculogix, Inc.	Utility	7,798,646	2/24/2009
MacuLogix, Inc.	Utility	9,050,021	2/16/2011
Maculogix, Inc.	Utility	9,572,485	5/7/2015
MacuLogix, Inc.	Utility	9,504,379	5/7/2015
Maculogix, Inc.	Utility	9,730,579	5/7/2015
MacuLogix, Inc.	Utility	8,795,191	5/4/2010
Maculogix, Inc.	Utility	10,779,722	8/4/2014
Maculogix, Inc.	Utility	11,089,954	9/21/2019
MacuLogix, Inc.	Utility	11,224,340	6/16/2021
Maculogix, Inc.	Design	D918,903	9/21/2019
MacuLogix, Inc.	Design	D918,904	9/21/2019
Maculogix, Inc.	Design	D934242	5/10/2021
MacuLogix, Inc.	Design	D934243	5/10/2021
MacuLogix, Inc.	Design	D929595	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	16/940,942	7/28/2020
MacuLogix, Inc. ³	Utility	17/522,800	11/9/2021

1 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement

2 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc. ⁴	Utility	16/890,811	6/2/2020
MacuLogix, Inc.	Utility	16/890,945	6/2/2020
MacuLogix, Inc. ⁵	Utility	16/890,949	6/2/2020
MacuLogix, Inc.	Utility	17/395,324	8/5/2021
MacuLogix, Inc.	Utility	17/522,783	11/9/2021
MacuLogix, Inc.	Utility	17/522,792	11/9/2021
MacuLogix, Inc.	Utility	17/522,793	11/9/2021
MacuLogix, Inc.	Utility	17/522,796	11/9/2021
MacuLogix, Inc.	Utility	17/522,798	11/9/2021
MacuLogix, Inc.	Design	29/706,612	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	AU202015154	9/18/2020
MacuLogix, Inc.	Design	AU202110167	9/18/2020
MacuLogix, Inc.	Design	AU202110168	9/18/2020

3 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement

4 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement

5 This Application was assigned to UAB pursuant to UABRF License Agreement and the Apeliotus Sublicense Agreement

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Design	AU2008216683	2/15/2008
MacuLogix, Inc.	Design	BR302020001396-4	3/23/2020
MacuLogix, Inc.	Design	BR302020001397-2	3/23/2020
MacuLogix, Inc.	Design	BR322021001528-8	3/23/2020
MacuLogix, Inc.	Design	BR322021001529-6	9/23/2020
MacuLogix, Inc.	Design	BR322021001530-1	9/23/2020
MacuLogix, Inc.	Design	ZL2020301014309	3/23/2020
MacuLogix, Inc.	Design	ZL2020301009315	3/23/2020
MacuLogix, Inc.	Design	ZL2020301012905	3/23/2020
MacuLogix, Inc.	Design	ZL2020301014116	3/23/2020
MacuLogix, Inc.	Design	ZL2020305683006	9/23/2020
MacuLogix, Inc.	Design	DM/210708 (CA, GB, HA, EM, KR, JP, RU, IL TW)	3/23/2020
MacuLogix, Inc.	Design	DM/210472 (CA, GB, EM, KR, JP, RU, IL)	3/23/2020
MacuLogix, Inc.	Design	DM/209299 (EP, HA, IL, JP)	3/23/2020
MacuLogix, Inc.	Design	CN2020301012002	3/23/2020
MacuLogix, Inc.	Design	BR302020001393-0	3/23/2020
MacuLogix, Inc.	Design	BR302020001395-6	3/23/2020
MacuLogix, Inc.	Design	BR302020001398-0	3/23/2020
MacuLogix, Inc.	Design	BR302020004407-0	9/23/2020
MacuLogix, Inc.	Design	DM212572 (EP, HA)	3/23/2020
MacuLogix, Inc.	Design	IL66502	3/23/2020
MacuLogix, Inc.	Design	IL66503	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

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	Design	IL 65430	3/23/2020
MacuLogix, Inc.	Design	TWD212939	3/23/2020
MacuLogix, Inc.	Design	TWD212938	3/23/2020
MacuLogix, Inc.	Design	TWD212937	3/23/2020
MacuLogix, Inc.	Design	TWD212941	3/23/2020
MacuLogix, Inc.	Design	TWD212940	3/23/2020
MacuLogix, Inc.	Design	RU DM212572	3/23/2020
MacuLogix, Inc.	Design	RU DM/209299	3/23/2020
MacuLogix, Inc.	Design	EP DM/213801	9/18/2020
MacuLogix, Inc.	Design	GB213801	9/18/2020
MacuLogix, Inc.	Design	HA 970066742	9/18/2020
MacuLogix, Inc.	PCT	CA 2,536,825	9/3/2004
MacuLogix, Inc.	PCT	CA 2,689,971	9/3/2004
MacuLogix, Inc.	PCT	CA 2,863,230	9/3/2004
MacuLogix, Inc.	PCT	EP2412303	9/3/2004
MacuLogix, Inc.	PCT	EP2412304	9/3/2004
MacuLogix, Inc.	PCT	EP1662979	9/3/2004
MacuLogix, Inc.	PCT	JP2006-525506	9/3/2004
MacuLogix, Inc.	PCT	AU2008216683	2/15/2008
MacuLogix, Inc.	PCT	AU2014208236	2/15/2008
MacuLogix, Inc.	PCT	CA2677521	2/15/2008
MacuLogix, Inc.	PCT	EP2120677	2/15/2008
MacuLogix, Inc.	PCT	JP5560044	2/15/2008
MacuLogix, Inc.	PCT	JP5777753	2/15/2008

Foreign Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	PCT	PCT/US2008/002095	2/15/2008
MacuLogix, Inc.	PCT	PCT/US2004/029003	9/3/2004

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
Maculogix, Inc.	PCT	PCT/US19/52303	9/21/2019
Maculogix, Inc.	PCT	AU2019344059	9/21/2019
Maculogix, Inc.	PCT	BR1120210053948	9/21/2019
Maculogix, Inc.	PCT	CA3113658	9/21/2019
Maculogix, Inc.	PCT	CN2019800759056	9/21/2019
Maculogix, Inc.	PCT	EP19782863.5	9/21/2019
Maculogix, Inc.	PCT	IL281673	9/21/2019
Maculogix, Inc.	PCT	IN202117017702	9/21/2019
Maculogix, Inc.	PCT	JP2021-540371	9/21/2019
Maculogix, Inc.	PCT	KR10-2021-7011713	9/21/2019
Maculogix, Inc.	PCT	RU2021110071	9/21/2019
Maculogix, Inc.	PCT	PCT/US2021/013291	1/13/2021
MacuLogix, Inc.	PCT	EP17182216.6	2/15/2008
MacuLogix, Inc.	Design	JP2020-502640	3/23/2020
MacuLogix, Inc.	Design	JP2020-502641	3/23/2020
MacuLogix, Inc.	Design	CA197198	3/23/20
MacuLogix, Inc.	Design	CA201441	3/23/2020
MacuLogix, Inc.	Design	CA198684	3/23/2020
MacuLogix, Inc.	Design	CA198964	3/23/2020
MacuLogix, Inc.	Design	CA 203296	9/18/2020
MacuLogix, Inc.	Design	EP35/001,822	3/23/2020
MacuLogix, Inc.	Design	GB35/001,822	5/23/2020
MacuLogix, Inc.	Design	HA DM/209299	3/23/2020
MacuLogix, Inc.	Design	GB35/001,820	3/23/2020
MacuLogix, Inc.	Design	GB35/001,821	3/23/2020
MacuLogix, Inc.	Design	RU2021502911	3/23/2020
MacuLogix, Inc.	Design	KR 35/001,821	3/23/2020
MacuLogix, Inc.	Design	KR DM/210708	3/23/2020
MacuLogix, Inc.	Design	KR DM/213801	9/18/2020
MacuLogix, Inc.	Design	RU DM/213801	9/18/2020
MacuLogix, Inc.	Design	RU 35/001,821	3/23/2020
MacuLogix, Inc.	Design	Hague Serial No.	3/23/2020

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Date Filed</u>
		35/001,819 (GB and KR)	
MacuLogix, Inc.	Design	Hague Serial No. 35/001,932 (IL and JP)	9/18/2020
MacuLogix, Inc.	Design	TW109305339	9/23/2020
MacuLogix, Inc.	Design	JP 2020-501262	3/23/2020
MacuLogix, Inc.	Design	IN328504-001	3/23/2020
MacuLogix, Inc.	Design	CA201440	3/23/2020
MacuLogix, Inc.	Design	CA201441	3/23/2020
MacuLogix, Inc.	Design	KR DM/209200	3/23/2020
MacuLogix, Inc.	Design	IL67975	9/18/2020

SCHEDULE C-1

Trademarks

UNITED STATES TRADEMARKS

United States Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
MacuLogix, Inc.	<u>ADAPTDX & Design</u>	5,967,010
MacuLogix, Inc.	<u>THE AMD EXPERTS</u>	5,420,249
MacuLogix, Inc.	<u>ADAPTDX</u>	4,451,865
MacuLogix, Inc.	<u>ADAPTDX PRO</u>	6,175,889
MacuLogix, Inc.	<u>AMD ACADEMY</u>	5,998,701
MacuLogix, Inc.	<u>AMD ACADEMY</u>	6,143,827
MacuLogix, Inc.	<u>AMD CENTER OF EXCELLENCE</u>	4,359,396
MacuLogix, Inc.	<u>AMD CENTER OF EXCELLENCE</u>	6,004,335
MacuLogix, Inc.	<u>AMD EXCELLENCE PROGRAM</u>	5,998,702
MacuLogix, Inc.	<u>COMFORT GUARD</u>	6284112
MacuLogix, Inc.	<u>M Design</u>	6,531,321
MacuLogix, Inc.	<u>MACULOGIX</u>	6,342,112
MacuLogix, Inc.	<u>MACULOGIX</u>	4,451,864
MacuLogix, Inc.	<u>MACULOGIX</u>	6,003,436
MacuLogix, Inc.	<u>MACULOGIX & Design</u>	5,966,850
MacuLogix, Inc.	<u>RI</u>	6,311,035
MacuLogix, Inc.	<u>ROD INTERCEPT</u>	6,311,036

United States Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
MacuLogix, Inc.	THEIA	88190515	11/12/2018

FOREIGN TRADEMARKS

Foreign Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date Filed</u>
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