

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712965

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:	FISK VENTURES II, LP		
Street Address:	555 Main St., Suite 500		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53403		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
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	
CORRESPONDENCE DATA			

CH \$440.00 5967010

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109820-0008
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NAME OF SUBMITTER:	Catherine Murray
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SIGNATURE:	/cmurray/
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DATE SIGNED:	03/08/2022
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Total Attachments: 21

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THIS SECURED PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS AND ACCORDINGLY MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SAID ACT OR LAWS OR PURSUANT TO AN EXEMPTION THEREFROM.

In accordance with that certain Subordination Agreement, dated as of March 3, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Subordination Agreement*"), by and among (a) the Holder, (b) Silicon Valley Bank, a California corporation, Horizon Credit II LLC, a Delaware limited liability company, Horizon Funding Trust 2019-1, a Delaware statutory trust, and Horizon Technology Finance Corporation, a Delaware corporation ("*Horizon*"), as lenders (collectively, the "*Senior Lenders*"), and (c) Horizon, as collateral agent for the Senior Lenders (in such capacity, the "*Senior Collateral Agent*" and collectively with the Senior Lenders, and their successors and assigns, the "*Senior Secured Parties*"), Holder has subordinated all obligations under this Secured Promissory Note and all security interests and liens granted hereunder to the obligations, security interests, and liens of the Senior Secured Parties on the terms and conditions set forth therein.

SECURED PROMISSORY NOTE

Effective Date: March 3, 2022

FOR VALUE RECEIVED, MacuLogix, Inc., a Delaware corporation (the "*Issuer*"), hereby promises to pay, without setoff, deduction, recoupment or counterclaim, to **FISK VENTURES II, LP** (the "*Holder*"), the principal sum of \$453,219.10, together with interest thereon, from the effective date of this Secured Promissory Note (this "*Note*") as set forth immediately above through the date that all principal and accrued interest and all other amounts payable under this Note is paid in full.

Subject to the terms hereof, on April 28, 2022 (the "*Maturity Date*"), the entire outstanding principal balance of this Note, plus any and all accrued and unpaid interest thereon and all other amounts payable under this Note, shall be payable in full.

Concurrently with the execution and delivery of this Note, the Issuer is executing and delivering a Secured Promissory Note to certain other creditors set forth on Schedule 1 hereto (collectively with this Note, the "*Secured Promissory Notes*"). Holder and such creditors, collectively with each of their permitted assigns of their respective Secured Promissory Notes, are sometimes collectively referred to herein as the "*Secured Creditors*."

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, and the Issuer agree:

1. **Interest.**

(a) Interest on the outstanding principal amount of this Note shall accrue from the Effective Date at a rate per annum of 9.50% (the "*Interest Rate*"). After the occurrence and

continuance of an Event of Default (as defined below), interest shall accrue on the outstanding principal amount of this Note from and after the date of occurrence of such Event of Default at an interest rate equal to the Interest Rate plus 5.0% per annum (the “*Default Rate*”). All interest will be computed on the basis of the actual number of days elapsed, commencing on the date hereof, and a year of 365 days. Any determination of the interest rate by the Holder shall be conclusive and binding on the Issuer in the absence of manifest error.

(b) Notwithstanding any provisions of this Note, in no event will the amount of interest paid or agreed to be paid by the Issuer exceed an amount computed at the highest rate of interest permissible under applicable law and if the amount of interest paid or agreed to be paid by the Issuer is in excess of the highest rate of interest permissible under applicable law, the interest chargeable hereunder shall be reduced to the amount determined based upon the highest rate of interest permissible under applicable law (the “*Maximum Permissible Interest*”) and any excess over the Maximum Permissible Interest shall be credited to the principal balance of this Note and applied to the same and not to the payment of interest.

2. **Issuance of Payment; Repayment.**

(a) Interest on the outstanding principal amount of this Note shall be payable at maturity (whether scheduled or by acceleration, prepayment or otherwise).

(b) Payments of principal and interest are payable by the Issuer in lawful monies of the United States of America via wire transfer in immediately available funds for deposit in the account(s) designated in writing by the Holder from time to time.

(c) This Note may be prepaid in whole or in part at any time, together with any accrued and unpaid interest, without premium, penalty or discount.

(d) Payments under this Note shall be applied first, to the payment of amounts owing to the Holder under Section 14, if any, second, to the payment of accrued interest hereunder until all such interest is paid, and third, to the repayment of the principal outstanding hereunder.

(e) Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension will not be taken into account in calculating the amount of interest payable under this Note. “*Business Day*” means a day other than a Saturday, Sunday or other day on which commercial banks in Delaware are authorized or required by law to close.

3. **Covenants.** Until the principal balance of this Note and any accrued interest thereon and all other amounts payable under this Note shall be repaid in full:

(a) Issuer shall not be liable or create, assume, incur, guarantee, or in any manner become liable, contingently or otherwise, in respect of any indebtedness for borrowed money other than (i) indebtedness existing on the date hereof and disclosed in writing to Holder prior to the date hereof and (ii) the Senior Debt (as defined in the Subordination Agreement);

(b) Except as set forth in that certain Forbearance Agreement and Eleventh Amendment to Loan and Security Agreement (Term Loan), dated as of even date herewith, by and

among Issuer, the Senior Secured Parties, and solely with respect to Section 6 thereof, the Secured Creditors, Issuer shall not make any payment on account of any indebtedness for borrowed money;

(c) Issuer shall not create or suffer to exist any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (statutory or otherwise), or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever in respect of any Collateral (as defined in Section 6 below) (“*Liens*”) except for (i) Liens in favor of the Senior Secured Parties, (ii) statutory Liens, (iii) Liens for current taxes and assessments not yet due and payable, (iv) Liens of materialmen, mechanics, warehousemen, or carriers, (v) other like Liens arising in the ordinary course of business and securing obligations not yet delinquent, or (vi) liens existing on the date hereof and disclosed in writing to Holder prior to the date hereof;

(d) Issuer shall maintain the Collateral in good order, repair and condition at all times;

(e) Issuer shall timely pay (x) all taxes, judgments, levies, fees or charges of any kind levied or assessed on the Collateral, and (y) all rent or mortgage payments of any kind as applicable to any real property upon which any part of the Collateral is located;

(f) Issuer shall maintain at all times a property and casualty insurance policy underwritten by an insurance company, and in an amount, reasonably satisfactory to Holder, but in no way shall the amount of insurance be less than the replacement cost of the Collateral;

(g) Issuer shall not change its (i) place of business, (ii) legal name, (iii) type of organization, (iv) jurisdiction of organization, or (v) corporate structure; and

(h) Issuer shall execute, acknowledge and deliver, all such further agreements, instruments and assurances as may be necessary and appropriate to carry out the transactions contemplated by this Note, including, without limitation, any action necessary or desirable, or that Holder may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable Holder to exercise and enforce its rights and remedies hereunder.

4. **Events of Default.** The occurrence of any of the following shall constitute an “*Event of Default*” under this Note:

(a) the Issuer shall fail to pay when due any principal or interest or other amounts payable hereunder within five (5) days of when due (provided, however, that such five (5) day period shall not apply to a payment required at the Maturity Date);

(b) the Issuer shall breach any agreement contained in this Note and fails to cure such breach within ten (10) days of such breach;

(c) (i) the commencement by the Issuer of a voluntary case under 11 U.S.C. Section 101 et. seq. (the “*Bankruptcy Code*”) or any foreign, federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or (ii) the consent by the Issuer to the entry of an order for relief in an involuntary bankruptcy or similar case, or to the conversion of an

involuntary case to a voluntary case, under any such law, or (iii) the consent by the Issuer to the appointment of, or the taking of possession by, a receiver, trustee or other custodian for all or a substantial part of its properties, or (iv) the making by the Issuer of any assignment for the benefit of creditors, or (v) the admission by the Issuer in writing of its inability to pay its debts as such debts become due or the Issuer otherwise becomes insolvent;

(d) (i) the entry by a court of a decree or order for relief with respect to the Issuer in an involuntary case under the Bankruptcy Code or any applicable foreign, federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed or dismissed within 60 days of the entry thereof, or (ii) the entry by a court of a decree or order for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other person having similar powers over the Issuer or over all or a substantial part of its properties; or

(e) the making of any levy, seizure, or attachment on or of any Collateral.

5. **Rights of the Holder.** Upon the occurrence or existence of any Event of Default and at any time thereafter unless such Event of Default has been waived in writing by the Holder, but subject in all respects to the Subordination Agreement, the Holder may declare all outstanding obligations and liabilities of the Issuer payable hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived; provided that, in the case of an Event of Default described in paragraphs (c) or (d) of Section 4 above, all amounts payable by the Issuer hereunder, including, without limitation, the principal balance and all accrued interest on this Note, shall automatically become immediately due and payable, without notice, action or election by the Holder. During the continuance of an Event of Default, but subject in all respects to the Subordination Agreement, the Holder may exercise all rights and remedies available under this Note or applicable law, including the Uniform Commercial Code as adopted in the State of Delaware (the “*UCC*”). No failure on the part of the Holder in exercising any right or remedy hereunder, and no single, partial or delayed exercise by the Holder of any right or remedy shall preclude the full and timely exercise by the Holder at any time of any right or remedy of the Holder hereunder without notice.

6. **Grant of Security Interest.** The Issuer hereby assigns to the Holder, and hereby grants to the Holder a security interest in, all of the Issuer’s right, title and interest in and to all of the personal property of the Issuer, in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the UCC, including the following (the “*Collateral*”):

All goods, accounts (including health-care receivables), equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, intellectual property (including, without limitation, intellectual property whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Issuer connected with and symbolized by such intellectual property, any and all applications, 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, 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; any and all design rights that may be available to Issuer now or hereafter existing, created, acquired or held; all applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, 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; all licenses or other rights to use any of the intellectual property and all license fees and royalties arising from such use to the extent permitted by such license or rights; all amendments, extensions, renewals and extensions of any of the intellectual property; and 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) including the intellectual property set forth on Exhibit A, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all Issuer's books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Each category of Collateral set forth above shall have the meaning set forth in the UCC (to the extent such term is defined in the UCC), it being the intention of the Issuer that the description of the Collateral set forth above be construed to include the broadest possible range of assets. The Issuer hereby authorizes the Holder to file UCC financing statements naming the Issuer as debtor and the Holder as secured party and describing the Collateral, together with proper amendments and continuation statements related thereto. Issuer does hereby make, constitute and appoint any agent of Holder as Issuer's true and lawful attorney in fact, with full power of substitution (a) to endorse the name of Issuer or any of Issuer's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into the possession of Holder in full or part payment of any amounts owing to Holder, (b) to file UCC-1 and UCC-3 financing statements and (c) to sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; granting to Issuer's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as Issuer might or could do to effect the foregoing clauses (a) through (c). Issuer hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable. Notwithstanding anything to the contrary herein, the Collateral shall 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.

7. **Successors and Assigns.** The rights and obligations of the Issuer and the Holder of this Note shall be binding upon and benefit their respective permitted successors, assigns, heirs, administrators and transferees. The Issuer may not assign this Note, in whole or in part, without the written consent of the Holder and any such purported assignment or transfer without such consent will be null and void *ab initio*.

8. **Waiver and Amendment.** Any provision of this Note may be amended, waived or modified only upon the prior written consent of the Issuer and the Holder.

9. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be hand delivered or sent via facsimile, electronic transmission, overnight courier service or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed or sent to the respective parties at such address for a party as shall be furnished by each party hereto in writing.

10. **Governing Law; Jurisdiction.** This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. The Issuer submits to the exclusive jurisdiction of the state and federal courts of the State of Delaware.

11. **JURY TRIAL WAIVER.** THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.

12. **Entire Agreement.** This Note contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes every course of dealing, other conduct, oral agreement or representation previously made by the Holder. In the event that any court of competent jurisdiction shall determine that any provision, or portion thereof, contained in this Note shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and the remaining provisions of this Note shall nevertheless remain in full force and effect.

13. **Cancellation.** After all principal and accrued interest at any time owed on this Note has been paid in full, this Note shall be surrendered to the Issuer for cancellation and shall not be reissued.

14. **Costs of Collection.** The Issuer agrees to pay the following out-of-pocket costs, expenses, and attorneys' fees, paid or incurred by the Holder, or adjudged by a court: (a) costs of collection, costs and expenses and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; (b) costs of suit and such sum as a court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; and (c) costs of selling, transferring or otherwise disposing of Collateral. In addition to the foregoing award of attorneys' fees, the Holder will be entitled to be paid by the Issuer attorneys' fees incurred

in any post-judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and will survive the merger of this provision into any judgment.

15. **Waivers, etc.** Presentment, notice of dishonor, demand, protest and all other notices and formalities of any kind are waived by the Issuer to the fullest extent allowed by applicable law. The pleading of any statute of limitations as a defense to the obligations evidenced by this Note is waived to the fullest extent permissible by applicable law. Time is of the essence for each and every obligation under this Note.

16. **Coordinated Enforcement Action.** The Holder may not institute any action to collect this Note or any other enforcement action with respect to this Note without the Holder providing at least two (2) Business Days prior written notice to the other Secured Creditors.

17. **Pari Passu Nature.** The Holder acknowledges and agrees that the payment of all or any portion of the outstanding principal balance of this Note and all interest hereon shall be *pari passu* in right of payment and in all other respects to the other Secured Promissory Notes issued by the Issuer on the date hereof, and all payments of principal and interest on such Secured Promissory Notes shall be made pro rata based on the aggregate remaining unpaid principal balance under each such Secured Promissory Note. Notwithstanding the date, manner or order of perfection of the security interests and liens granted to the Holder or the other Secured Creditors, and notwithstanding any provisions of the UCC of any state or any applicable law or decision or any provisions of this Note or the Secured Promissory Notes to the contrary, and irrespective of whether the Holder or the other Secured Creditors hold possession of all or any part of the Collateral, as between the Holder and the other Secured Creditors, the relative priority of the security interests and liens of the Holder and the other Secured Creditors shall be *pari passu*. If Holder receives any Collateral, payment or other amount in excess of that which Holder is entitled to under this Section 17, then in such event Holder, by its acceptance of this Note, covenants and agrees that Holder shall, and shall be deemed to, hold such Collateral (or the proceeds thereof), payment or excess amount in trust for the benefit of Secured Creditors who are entitled thereto and shall pay such excess amount over to such other Secured Creditors as promptly as practicable.

18. **Subordination Agreement.** Notwithstanding anything herein to the contrary, all obligations under this Note and all Liens in the Collateral granted pursuant hereto are expressly subject and subordinate to all obligations to and all Liens granted in favor of the Senior Secured Parties, pursuant to the terms and conditions of the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and the terms of this Note, the terms of the Subordination Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed as of the date first above indicated.

MACULOGIX, INC.

By: William McPhee
Name: William D. McPhee
Title: Chief Executive Officer

Accepted and agreed:

FISK VENTURES II, LP

By: _____
Name: Stephen L. Rose
Title: Managing Director

[Signature Page to Secured Promissory Note]

TRADEMARK
REEL: 007653 FRAME: 0373


IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed as of the date first above indicated.

MACULOGIX, INC.

By: _____
Name: William D. McPhee
Title: Chief Executive Officer

Accepted and agreed:

FISK VENTURES II, LP

By:  _____
Name: Stephen L. Rose
Title: Managing Director

[Signature Page to Secured Promissory Note]

TRADEMARK
REEL: 007653 FRAME: 0374

Exhibit A
Intellectual Property

[See Attached]

MacuLogix, Inc. IP Schedule – December 2, 2021

Patents

Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
METHOD AND APPARATUS FOR THE DETECTION OF IMPAIRED DARK ADAPTATION (002)¹					
Priority date: Sep 4, 2003					
US	60/500,163	Sep 4, 2003		Expired	Converted (002)
US	10/571,230	Dec 27, 2006	2007-0121071	Issued	Issued - 7,494,222
US	12/391,829	Feb 24, 2009	2009-0153802	Issued	Issued - 7,798,646
US	12/886,264	Sep 20, 2010		Abandoned	
US	13/028,893	Feb 16, 2011	2011-0141437	Issued	Issued - 9,050,021
US	14/706,567	May 7, 2015	2015-0305616	Issued	Issued - 9,572,485
US	14/706,536	May 7, 2015	2015-0238077	Issued	Issued - 9,504,379
US	14/706,523	May 7, 2015	2015-0305615	Issued	Issued - 9,730,579
CA	2,536,825	Sep 3, 2004		Issued	Issued - 2536825
CA	2,689,971	Sep 3, 2004		Issued	Issued - 2,689,971
CA	2,863,230	Sep 3, 2004		Issued	Issued - 2,863,230
EP	04783299.3 ¹	Sep 3, 2004	1662979	Issued	Issued - EP1662979
EP	11186351.0 ¹	Sep 3, 2004	2412303	Issued	Issued - EP2412303
EP	11186355.1 ¹	Sep 3, 2004	2412304	Issued	Issued - EP2412304
JP	2006-525506	Sep 3, 2004		Issued	Issued - 4979381
PCT	PCT/US2004/029003	Sep 3, 2004	WO/2005/023094	Nationalized	Examined; No Further Action
IMPROVED PHOTOBLEACHING METHOD (003)²					
Priority date: Feb 15, 2007					
US	60/890,131	Feb. 15, 2007		Expired	Converted (003)
US	12/527,384	Mar 4, 2010	2010-0168606	Issued	Issued - 8,795,191
US	14/451,077	Aug 4, 2014	2014-0340641	Issued	Issued - 10,779,722
US	16/940,942	Jul 28, 2020	2020-0352434	Pending	Awaiting First Action

¹ Subject to exclusive license between UABRF and MacuLogix

² Subject to exclusive license between UABRF and MacuLogix

Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
US	17/349,546	Jun 16, 2021	2021-0307601	Issued	Issued - 11,224,340
US	17/522,800	Nov 9, 2021		Pending	Awaiting First Action (Track 1)
AU	2008216683	Feb 15, 2008		Issued	Issued - 2008216683
AU	2014208236	Feb 15, 2008		Issued	Issued - 2014208236
CA	2677521	Feb 15, 2008		Issued	Issued - 2677521
EP	08725702.8 ⁱⁱ	Feb 15, 2008	2120677	Issued	Issued - EP2120677
EP	17182216.6	Feb 15, 2008	3305174	Pending	Awaiting Action
JP	2009-549642	Feb 15, 2008		Issued	Issued - 5560044
JP	2014-032487	Feb 15, 2008		Issued	Issued - 5777753
PCT	PCT/US2008/002095	Feb 15, 2008	WO/2008/100613	Nationalized	Examined; No Further Action
METHODS, APPARATUS, AND SYSTEMS FOR OPHTHALMIC TESTING AND MEASUREMENT¹ (004) LIGHT SEAL COVER FOR USE WITH A HEAD-WEARABLE TESTING AND MEASUREMENT DEVICE AND RELATED METHODS² METHOD AND APPARATUS FOR GUIDING A TEST SUBJECT THROUGH AN OPHTHALMIC TEST³ Priority date: Sep 21, 2018					
US	62/734,274	Sep 21, 2018		Expired	Converted (004)
US	62/734,280	Sep 21, 2018		Expired	Converted (004)
US	62/853,713	May 28 2019		Expired	Converted (004)
US ¹	16/578,311	Sep 21, 2019	2020-0093362	Issued	Issued - 11,089,954
US ¹	16/578,286	Sep 21, 2019	2020-0093361	Issued	Issued - 10,667,683
US ¹	16/890,811	Jun 2, 2020	2020-0288968	Pending	Awaiting First Action
US ²	16/890,945	Jun 2, 2020	2020-0288969	Pending	Awaiting First Action
US ²	16/890,949	Jun 2, 2020	2020-0288970	Pending	Awaiting First Action
US ³	17/395,324	Aug 5, 2021		Pending	Non-Final Response due Feb. 19, 2022 - Track 1 , Examiner's interview on 2-22-22, agreed to AAF
US ¹	17/522,783	Nov 9, 2021		Pending	First Action received, includes allowable subject matter
US ¹	17/522,792	Nov 9, 2021		Pending	Non-Final Action received 2-24-2022
US ¹	17/522,793	Nov 9, 2021		Pending	Awaiting First Action - Track 1
US ¹	17/522,796	Nov 9, 2021		Pending	Awaiting First Action - Track 1

Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
US ¹	17/522,798	Nov 9, 2021		Pending	Awaiting First Action – Track 1
AU ¹	2019344059	Sep 21, 2019		Pending	Request Exam due Sep 21, 2024
BR ¹	BR1120210053948	Sep 21, 2019		Pending	Request Exam due Sep 21, 2022
CA ¹	3,113,658	Sep 21, 2019		Pending	Request Exam due Sep 21, 2024
CN ¹	2019800759056	Sep 21, 2019	CN 113164036	Pending	Awaiting First Action
					Hong Kong Registration due Jan 23, 2022
EP ¹	19782863.5	Sep 21, 2019	EP3852605	Pending	Awaiting Next Action; Hong Kong Registration due Jan 28, 2022
IL ¹	281673	Sep 21, 2019		Pending	Response to Notification Prior to Exam due Feb 10, 2022
IN ¹	202117017702	Sep 21, 2019		Pending	Request Exam due Sep 21, 2022
JP ¹	2021-540371	Sep 21, 2019		Pending	Request Exam due Sep 21, 2022
KR ¹	10-2021-7011713	Sep 21, 2019		Pending	Request Exam due Sep 21, 2022
RU ¹	2021110071	Sep 21, 2019		Pending	Request Exam due Sep 21, 2022
PCT ¹	PCT/US2019/052303	Sep 21, 2019	WO/2020/061546	Nationalized	Examined; No Further Action
METHODS AND SYSTEMS FOR IMPROVING QUALITY OF CARE¹ (005)					
Priority date: Jan 13, 2020					
US	62/960,643	Jan 13, 2020		Expired	Converted (005)
PCT	PCT/US2021/013291	Jan 13, 2021	WO2021/146325	Pending	Examined; National Stage due Jul 13, 2022
HEADSET FOR OCULAR TESTING AND MEASUREMENT¹ (006)					
HEAD WEARABLE DEVICE²					
OCULAR TESTING SYSTEM WITH EQUIPMENT³					
HYGIENIC COVER FOR LIGHT SEAL OF A HEAD-WEARABLE OPHTHALMIC TESTING DEVICE⁴					
Priority date: Sept 21, 2019					
US ¹	29/706,611	Sep 21, 2019		Issued	Issued - D918,903
US ²	29/706,614	Sep 21, 2019		Issued	Issued - D918,904

Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
US ¹	29/782,922	May 10, 2021		Issued	Issued - D934242
US ²	29/782,923	May 10, 2021		Issued	Issued - D934243
AU ¹	202011756	Mar 23, 2020		Issued	Issued - 202011756
AU ²	202011764	Mar 23, 2020		Issued	Issued - 202011764
BR ¹	BR302020001393-0	Mar 25, 2020		Issued	Issued - BR 302020001393-0
BR ²	BR302020001395-6	Mar 25, 2020		Issued	Issued - BR302020001395-6
CA ²	201440	Mar 23, 2020		Pending	Response to OA due Mar 17, 2022
CA ²	201441	Mar 23, 2020		Pending	Response to OA due Mar 17, 2022
CN ¹	2020301009315	Mar 23, 2020		Issued	Issued -ZL2020301009315
CN ²	202030101411.6	Mar 23, 2020		Issued	Issued - ZL2020301014116
EP ²	DM/212572	Mar 23, 2020		Issued	Issued - DM/212572
GB ²	35/001.819	Mar 23, 2020		Pending	
HA ²	DM/212572	Mar 2,3 2020		Issued	Issued - DM/212572
IL ³	DM/212572	Mar 23, 2020		Issued	Issued - 66502
IL ³	DM/212572	Mar 2,3 2020		Issued	Issued - 66503
IN ¹	328504-001	Mar 21, 2020		Pending	Awaiting Action
IN ⁴	328507-001	Mar 21, 2020		Issued	Issued - 328507-001
JP ³	2020-502640	Mar 23, 2020		Pending	Awaiting Next Action
JP ³	2020-502641	Mar 23, 2020		Pending	Awaiting Action
KR ²	35/001.819	Mar 23, 2020		Pending	Awaiting Action
RU ²	DM/212572	Mar 23, 2020		Issued	Issued - DM/212572
RU ²	2021502911	Mar 23, 2020		Pending	Awaiting Action
TW ¹	109301532	Mar 23, 2020		Issued	Issued - D212939
TW ²	109301534	Mar 23, 2020		Issued	Issued - D212941
LIGHT SEAL COVER (007)					
Priority date: Sep 21, 2019					
US	29/706,613	Sep 21, 2019		Issued	Issued - D929595
AU	202011761	Mar 23, 2020		Issued	Issued - 202011761

Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
BR	BR302020001397-2	Mar 25, 2020		Issued	Issued - BR302020001397-2
CA	198684	Mar 23, 2020		Pending	Awaiting Next Action
CN	202030101290.5	Mar 23, 2020		Issued	Issued ZL2020301012905
EP	DM/210472	Mar 23, 2020		Issued	Issued - DM/210472
GB	35/001.821	Mar 23, 2020		Pending	
HA	DM/210472	Mar 23, 2020		Issued	Issued - DM/210472
IL	DM/210472	Mar 23, 2020		Issued	Issued - 65743
IN	328506-001	Mar 23, 2020		Issued	Issued - 328506-001
JP	DM/210472	Mar 23, 2020		Issued	Issued - DM/210472
KR	35/001.821	Mar 23, 2020		Pending	Awaiting Action
RU	35/001.821	Mar 23, 2020		Pending	Awaiting Action
TW	109301530	Mar 23, 2020		Issued	Issued - D212937
LIGHT SEAL¹ (008)					
LIGHT-PROOF SEAL FOR AN OCULAR TESTING HEADSET²					
LIGHT SEAL FOR A HEAD-WEARABLE OPHTHALMIC TESTING DEVICE³					
Priority date: Sep 21, 2019					
US ¹	29/706,612	Sep 21, 2019		Allowed	Issue Fee due Apr 6, 2022
AU ¹	202011757	Mar 23, 2020		Issued	Issued - 202011757
AU ¹	202013813	Jul 13, 2020		Issued	Issued - 202013813
BR ¹	BR302020001396-4	Mar 25, 2020		Issued	Issued - BR302020001396-4
CA ¹	198964	Mar 23, 2020		Pending	Awaiting Next Action
CN ¹	202030101200.2	Mar 23, 2020		Issued	Issued - ZL2020301012002
EP ²	DM/210708	Mar 23, 2020		Issued	Issued - DM/210708
GB ¹	35/001.820	Mar 23, 2020		Pending	
HA ¹	DM/210708	Mar 23, 2020		Issued	Issued - DM/210708
IL ²	DM/210708	Mar 23, 2020		Issued	Issued - 65835
IN ³	328503-001	Mar 23, 2020		Issued	Issued - 328503-001
JP ²	DM/210708	Mar 23, 2020		Issued	Issued - DM/210708
KR ¹	DM/210708	Mar 23, 2020		Pending	Awaiting Action
RU ¹	DM/210708	Mar 23, 2020		Issued	Issued - DM/210708
TW ¹	109301531	Mar 23, 2020		Issued	Issued - D212938
INTERFACE UNIT¹ (009)					
INTERFACE UNIT FOR OCULAR TESTING AND MEASUREMENT DEVICE²					
Priority date: Sep 21, 2019					

Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
US ¹	29/706,615	Sep 21, 2019		Pending	Awaiting Action
AU ²	202011770	Mar 23, 2020		Issued	Issued - 202011770
BR ¹	BR302020001398-0	Mar 25, 2020		Issued	Issued - BR302020001398-0
CA ¹	197198	Mar 23, 2020		Pending	Awaiting Next Action
CN ²	202030101430.9	Mar 23, 2020		Issued	Issued - ZL2020301014309
EP ¹	35/001,822	Mar 23, 2020		Pending	
GB ¹	35/001,822	Mar 23, 2020		Pending	
HA ¹	DM/209299	Mar 23, 2020		Pending	Awaiting Action
IL ¹	DM/209299	Mar 23, 2020		Issued	Issued - 65430
IN ¹	328508-001	Mar 23, 2020		Issued	Issued - 328508-001
JP ¹	2020-501262	Mar 23, 2020		Pending	Awaiting Action
KR ¹	DM/209299	Mar 23, 2020		Pending	Awaiting Action
RU ¹	DM/209299	Mar 23, 2020		Issued	Issued - DM/209299
TW ¹	109301533	Mar 23, 2020		Issued	Issued - D212940
INTERFACE UNIT¹ (010) INTERFACE UNIT FOR OCULAR TESTING AND MEASUREMENT DEVICE² Priority date: March 23, 2020					
US ¹	29/728,992	Mar 23, 2020		Pending	Reponse due Feb 7, 2022
AU ²	202015154	Sep 18, 2020		Issued	Issued - 202015154
AU ²	202110167	Sep 18, 2020		Issued	Issued - 202110167
AU ²	202110168	Sep 18, 2020		Issued	Issued - 202110168
BR ¹	BR302020004407-0	Sep 23, 2020		Issued	Issued - BR302020004407-0
BR ¹	BR322021001528-8	Sep 23, 2020		Issued	Issued - BR322021001528-8
BR ¹	BR322021001529-6	Sep 23, 2020		Issued	Issued - BR322021001529-6
BR ¹	BR322021001530-0	Sep 23, 2020		Issued	Issued - BR322021001530-0
CA ¹	203296	Sep 18, 2020		Pending	Awaiting Action
CN ²	202030568300.6	Sep 23, 2020		Issued	Issued - ZL2020305683006
EP ¹	DM/213801	Sep 18, 2020		Issued	Issued - DM/213801
GB ¹	213801	Sep 18, 2020		Issued	Issued - 213801
HA ¹	970066742	Sep 18, 2020		Issued	Issued - DM/213801
IL ¹	35/001,932	Sep 18, 2020		Pending	Awaiting Next Action
IL ¹	67975	Sep 18, 2020		Pending	Response to OA due Feb 28, 2022
IN ¹	333474-001	Sep 22, 2020		Pending	Awaiting Acceptance


Country	Application No.	Filing Date	Publication No.	Case Status	Prosecution Status
JP ¹	35/001,932	Sep 18, 2020		Pending	Awaiting Action
KR ¹	DM/213801	Sep 18, 2020		Pending	Awaiting Action
RU ¹	DM/213801	Sep 18, 2020		Pending	Awaiting Action
TW	109305339	Sep 22, 2020		Allowed	Awaiting Patent Certificate

Trademarks (US)

Title	Matter Type	Country Name	Status	Application #	Registration Date	Registration #
ADAPPTDX & Design	Trademark - ORG	United States of America	Registered	88/514084	Jan 21, 2020	5,967,010
THE AMD EXPERTS	Trademark - ORG	United States of America	Registered	87/593672	Mar 6, 2018	5,420,249
ADAPPTDX	Trademark - ORG	United States of America	Registered	85/533323	Dec 17, 2013	4,451,865
ADAPPTDX PRO	Trademark - ORG	United States of America	Registered	88/291436	Oct 13, 2020	6,175,889
AMD ACADEMY	Trademark - ORG	United States of America	Registered	88/073802	Feb 25, 2020	5,998,701
AMD ACADEMY	Trademark - ORG	United States of America	Registered	88/338837	Sep 1, 2020	6,143,827
AMD CENTER OF EXCELLENCE	Trademark - ORG	United States of America	Registered	85/507901	Jun 25, 2013	4,359,396
AMD CENTER OF EXCELLENCE	Trademark - ORG	United States of America	Registered	88/340559	Mar 3, 2020	6,004,335
AMD EXCELLENCE PROGRAM	Trademark - ORG	United States of America	Registered	88/073839	Feb 25, 2020	5,998,702
COMFORT GUARD	Trademark - ORG	United States of America	Registered	88/596233	Mar 2, 2021	6284112
M Design	Trademark - ORG	United States of America	Registered	88/514508	Oct 19, 2021	6,531,321
MACULOGIX	Trademark - ORG	United States of America	Registered	88/266138	May 4, 2021	6,342,112
MACULOGIX	Trademark - ORG	United States of America	Registered	85/533316	Dec 17, 2013	4,451,864
MACULOGIX	Trademark - ORG	United States of America	Registered	88/084346	Mar 3, 2020	6,003,436

MACULOGIX & Design	Trademark - ORG	United States of America	Registered	88/512492	Jan 21, 2020	5,966,850
RI	Trademark - ORG	United States of America	Registered	88/340564	Mar 30, 2021	6,311,035
ROD INTERCEPT	Trademark - ORG	United States of America	Registered	88340572	Mar 30, 2021	6,311,036
THEIA	Trademark - ORG	United States of America	Allowed	88/190515		

Foreign Trademarks

<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	W/O0000001515820	1/10/2020
MacuLogix, Inc.		Canada	2012977	1/10/2020
MacuLogix, Inc.		Australia	2070473	1/10/2020
MacuLogix, Inc.		Australia	2070503	1/10/2020
MacuLogix, Inc.		Canada	2012987	1/10/2020
MacuLogix, Inc.	Theia	India	452325	4/30/2020

ⁱ EP patents validated in DE, ES, FR, GB, IE, IT and NL
ⁱⁱ EP patent validated in AT, CH, DE, ES, FR, GB, IE, IT and NL
