

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORSIGHT VISON6, INC.		02/03/2023	Corporation:
RECEIVING PARTY DATA			
Name:	ALCON RESEARCH, LLC		
Street Address:	6201 South Freeway		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76134-2099		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88809456	OPIRA	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	12128367319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	02/06/2023		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made this 3rd day of February, 2023, by and between the Grantor listed on the signature page hereof (the “Grantor”), and ALCON RESEARCH, LLC, a Delaware limited liability company (“Secured Party”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of February 3, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, the “Note Purchase Agreement”), by and between FORSIGHT VISION6, INC., a Delaware corporation (the “Vision6”), and Secured Party, the Secured Party has agreed to make certain financial accommodations available to Vision6 from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the financial accommodations to Vision6 as provided for in the Note Purchase Agreement and the other Transaction Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Secured Party, that certain Security Agreement, dated as of February 3, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Intellectual Property Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Intellectual Property Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Intellectual Property Collateral”):

(a) all of its Intellectual Property including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(d) all products and Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Intellectual Property or any Intellectual Property exclusively licensed under any license, including the right to receive any damages, injury to the goodwill associated with any Intellectual Property, or right to receive license fees, royalties, and other compensation under any license.

Notwithstanding any provision of this Intellectual Property Security Agreement to the contrary, "Intellectual Property Collateral" shall not include any US intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the PTO (but only until such statement of use is filed).

3. SECURITY FOR SECURED OBLIGATIONS. This Intellectual Property Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interests granted to Secured Party, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or become entitled to the benefit of any Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party, following the occurrence and during the continuation of an Event of Default, upon prior written notice to the Grantor, unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I to include any such new Patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Intellectual Property Security Agreement is a Transaction Document. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together,

shall constitute but one and the same Intellectual Property Security Agreement. Delivery of an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 20 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

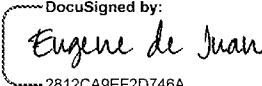
[signature page follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FORSIGHT VISON6, INC., a Delaware corporation

By: 
Name: Eugene de Juan, Jr.
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

ALCON RESEARCH, LLC, as Secured Party

By: _____
Name: Laurent Attias
Title: SVP, Head of Corporate Strategy,
BD&L, M&A

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FORSIGHT VISON6, INC., a Delaware corporation

By: _____
Name: Eugene de Juan, Jr.
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

ALCON RESEARCH, LLC, as Secured Party

By: _____
Name: Matthew Shakenberg
Title: VP, Global BD&L and M&A

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

[see the attached]

PATENTS

Country	Title	Application No	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
United States of America	ACCOMMODATING INTRAOCULAR LENS ASSEMBLIES AND ACCOMMODATION MEASUREMENT IMPLANT	17/166,680	Feb 3, 2021	2021-0259826	Aug 26, 2021		
United States of America	ACCOMMODATING INTRAOCULAR LENS ASSEMBLIES AND ACCOMMODATION MEASUREMENT IMPLANT	16/372,746	Apr 2, 2019	2019-0223999	Jul 25, 2019	10,912,643	Feb 9, 2021
United States of America	ACCOMMODATING INTRAOCULAR LENS HAVING DUAL SHAPE MEMORY OPTICAL ELEMENTS	14/486,027	Sep 15, 2014	US 2014-0379079 A1	Dec 25, 2014	9,814,568	Nov 14, 2017
United States of America	FOLDABLE ACCOMMODATING INTRAOCULAR LENS	15/808,579	Nov 9, 2017	2018-0221138	Aug 9, 2018	10,166,096	Jan 1, 2019
United States of America	ACCOMMODATING INTRAOCULAR LENS (AIOL) ASSEMBLIES, AND DISCRETE COMPONENTS THEREFOR	16/228,454	Dec 20, 2018	2019-0183637	Jun 20, 2019	10,966,818	Apr 6, 2021
United States of America	ACCOMMODATING INTRAOCULAR LENS (AIOL) ASSEMBLIES, AND DISCRETE COMPONENTS THEREFOR	17/221,525	Apr 2, 2021	2021-0290372	Sep 23, 2021		
United States of America	HAPTIC END PLATE FOR USE IN AN INTRAOCULAR LENS ASSEMBLY	29/368427	Aug 24, 2010			D702346	Apr 8, 2014
United States of America	INTRAOCULAR, ACCOMMODATING LENS AND METHODS OF USE	12/341,799	Dec 22, 2008	US 2009-0234449 A1	Sep 17, 2009	8,414,646	Apr 9, 2013
United States of America	INTRAOCULAR, ACCOMMODATING LENS AND METHODS OF USE	13/858,647	Apr 8, 2013	US 2013-0226295 A1	Aug 29, 2013	8,715,346	May 6, 2014
United States of America	INTRAOCULAR, ACCOMMODATING LENS AND METHODS OF USE	14/161,183	Jan 22, 2014	US 2014-0135918 A1	May 15, 2014	9,107,748	Aug 18, 2015
United States of America	INTRAOCULAR, ACCOMMODATING LENS AND METHODS OF USE	13/420,499	Mar 14, 2012	US 2012-0168422 A1	Jul 5, 2012	9,050,765	Jun 9, 2015
United States of America	INTRAOCULAR ACCOMMODATING LENS AND METHODS OF USE	14/067,839	Oct 30, 2013	US 2014-0058507 A1	Feb 27, 2014	9,913,712	Mar 13, 2018
United States of America	INTRAOCULAR ACCOMMODATING LENS AND METHODS OF USE	15/914,907	Mar 7, 2018	2019-0038401	Feb 7, 2019	10,639,141	May 5, 2020
United States of America	INTRAOCULAR ACCOMMODATING LENS AND METHODS OF USE	16/795,385	Feb 19, 2020	2020-0188088	Jun 18, 2020	11,076,947	Aug 3, 2021
United States of America	INTRAOCULAR ACCOMMODATING LENS AND METHODS OF USE	17/364,202	Jun 30, 2021	2022-0160495	May 26, 2022		
European Patent Office	INTRAOCULAR ACCOMMODATING LENS	20163160.3	Feb 3, 2012	3685801	Jul 29, 2020		
Japan	INTRAOCULAR ACCOMMODATING LENS AND METHODS OF USE	2016-179550	Feb 3, 2012			6334632	May 11, 2018
Japan	INTRAOCULAR ACCOMMODATING LENS	2018-085553	Feb 3, 2012			6587712	Sep 20, 2019
Germany	INTRAOCULAR ACCOMMODATING LENS	12706147.1	Feb 3, 2012	2670347		2670347	Apr 8, 2020
European Patent Office	INTRAOCULAR ACCOMMODATING LENS	12706147.1	Feb 3, 2012	2670347	Dec 11, 2013	2670347	Apr 8, 2020
France	INTRAOCULAR ACCOMMODATING LENS	12706147.1	Feb 3, 2012	2670347		2670347	Apr 8, 2020
United Kingdom	INTRAOCULAR ACCOMMODATING LENS	12706147.1	Feb 3, 2012	2670347		2670347	Apr 8, 2020
Japan	INTRAOCULAR ACCOMMODATING LENS	2013-552700	Feb 3, 2012	2014-511224	May 15, 2014	6009463	Sep 23, 2016
United States of America	ACCOMMODATING INTRAOCULAR LENS	16/372,090	Apr 1, 2019	2019-0223998	Jul 25, 2019	11,331,182	May 17, 2022
United States of America	ACCOMMODATING INTRAOCULAR LENS	17/722,154	Apr 15, 2022	2022-0323205	Oct 13, 2022		
Eurasian Patent Office	ACCOMMODATING INTRAOCULAR LENS	201992730	Mar 25, 2015		Jul 31, 2020		

European Patent Office	ACCOMMODATING INTRAOCULAR LENS	20193809.9	Mar 25, 2015	3791827	Mar 17, 2021		
Japan	ACCOMMODATING INTRAOCULAR LENS	2019-169157	Mar 25, 2015	2020-022762	Feb 13, 2020	6859409	Mar 29, 2021
Japan	ACCOMMODATING INTRAOCULAR LENS	2021-051099	Mar 25, 2015	2021-102082	Jul 15, 2021		
Australia	ACCOMMODATING INTRAOCULAR LENS	2015236131	Mar 25, 2015			2015236131	Sep 12, 2019
Canada	ACCOMMODATING INTRAOCULAR LENS	2,944,010	Mar 25, 2015			2,944,010	Sep 6, 2022
China	ACCOMMODATING INTRAOCULAR LENS	201580024418.9	Mar 25, 2015	106572903A	Apr 19, 2017	ZL2015800244	Oct 25, 2019
Germany	ACCOMMODATING INTRAOCULAR LENS	15715928.6	Mar 25, 2015	3122287		3122287	Sep 2, 2020
Eurasian Patent Office	ACCOMMODATING INTRAOCULAR LENS	201691928	Mar 25, 2015			034510	Feb 14, 2020
European Patent Office	ACCOMMODATING INTRAOCULAR LENS	15715928.6	Mar 25, 2015	3122287	Feb 1, 2017	3122287	Sep 2, 2020
France	ACCOMMODATING INTRAOCULAR LENS	15715928.6	Mar 25, 2015	3122287		3122287	Sep 2, 2020
United Kingdom	ACCOMMODATING INTRAOCULAR LENS	15715928.6	Mar 25, 2015	3122287		3122287	Sep 2, 2020
Ireland	ACCOMMODATING INTRAOCULAR LENS	15715928.6	Mar 25, 2015	3122287		3122287	Sep 2, 2020
Italy	ACCOMMODATING INTRAOCULAR LENS	15715928.6	Mar 25, 2015	3122287		3122287	Sep 2, 2020
Japan	ACCOMMODATING INTRAOCULAR LENS	2017-502921	Mar 25, 2015	2017-512621	May 25, 2017	6591525	Sep 27, 2019
United States of America	ACCOMMODATING INTRAOCULAR LENS	15/300,116	Mar 25, 2015	US 2017-0181850 A1	Jun 29, 2017	10,285,805	May 14, 2019
United States of America	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	17/979,675	Nov 2, 2022				
China	ACCOMMODATING INTRAOCULAR LENS DEVICE FOR TREATMENT OF EYE AND SYSTEM COMPRISING THE DEVICE	202110177140.6	Oct 27, 2017	112972066	Jun 18, 2021		
Japan	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	2022-187905	Oct 27, 2017	P2019-532776A	Nov 14, 2019		
Australia	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	2017350903	Oct 27, 2017				
Canada	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	3,041,822	Oct 27, 2017				
China	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	201780078620.9	Oct 27, 2017	CN 110121313 A	Aug 13, 2019	ZL2017800786	Feb 23, 2021
Eurasian Patent Office	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	201991058	Oct 27, 2017		Nov 29, 2019	037705	May 12, 2021
European Patent Office	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	17863908.4	Oct 27, 2017	3531973	Sep 4, 2019		
Japan	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	2019-523679	Oct 27, 2017	JP2019-532776A	Nov 14, 2019		
United States of America	ACCOMMODATING INTRAOCULAR LENS AND METHODS OF IMPLANTATION	16/345,364	Oct 27, 2017	2019-0269500	Sep 5, 2019	11,523,898	Dec 13, 2022
Australia	FLUROSILICONE COPOLYMERS	2020253557	Apr 3, 2020				
Canada	FLUROSILICONE COPOLYMERS	3136130	Apr 3, 2020				
China	FLUROSILICONE COPOLYMERS	202080027163.2	Apr 3, 2020	113811288	Dec 17, 2021		
European Patent Office	FLUROSILICONE COPOLYMERS	20785372.2	Apr 3, 2020	3946250	Feb 9, 2022		
Japan	FLUROSILICONE COPOLYMERS	2021-560221	Apr 3, 2020	2022-527628	Jun 2, 2022		
United States of America	FLUROSILICONE COPOLYMERS	17/600,571	Apr 3, 2020	2022-0168464	Jun 2, 2022		
PCT	FLUROSILICONE POLYMERS, COMPOSITIONS, AND USES THEREOF	PCT/US21/37354	Jun 15, 2021	WO 2021/257518	Dec 23, 2021		
European Patent Office	FLUROSILICONE POLYMERS, COMPOSITIONS, AND USES THEREOF	21826997.5	Jun 15, 2021				
United States of America	FLUROSILICONE POLYMERS, COMPOSITIONS, AND USES THEREOF	18/010,616	Jun 15, 2021				

United States of America	VARIABLE THICKNESS DYNAMIC MEMBRANE FOR ACCOMMODATING INTRAOCULAR LENSES	17/575,155	Jan 13, 2022	2022-0218467	Jul 14, 2022		
PCT	VARIABLE THICKNESS DYNAMIC MEMBRANE FOR ACCOMMODATING INTRAOCULAR LENSES	PCT/US22/12300	Jan 13, 2022	WO 2022/155325	Jul 21, 2022		
PCT	OPTICAL SYSTEM TO OBJECTIVELY IDENTIFY AND TRACK ACCOMMODATION OF AN INTRAOCULAR LENS AND METHODS OF USE	PCT/US23/60967	Jan 20, 2023				
United States of America	SYSTEM AND METHODS FOR FILLING ACCOMMODATING INTRAOCULAR LENSES WITH LIQUID	17/970,131	Oct 20, 2022				
PCT	SYSTEM AND METHODS FOR FILLING ACCOMMODATING INTRAOCULAR LENSES WITH LIQUID	PCT/US22/47293	Oct 20, 2022				
United States of America	SYSTEM AND METHODS FOR FILLING ACCOMMODATING INTRAOCULAR LENSES WITH LIQUID	63/400,622	Aug 24, 2022				
United States of America	ACCOMMODATING INTRAOCULAR LENSES AND METHODS OF MAKING SAME	63/324,542	Mar 28, 2022				
United States of America	INTRAOCULAR LENSES HAVING REDUCED OFF-AXIS PHOTIC DISTURBANCES	63/401,070	Aug 25, 2022				
United States of America	INTRAOCULAR LENS DEVICES HAVING PERIPHERAL BENDABLE MEMBRANE SEGMENTS FOR OPTICAL MATERIAL DISPLACEMENT AND METHODS OF USE	63/420,874	Oct 31, 2022				

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Country	Title	Application No	Filing Date
United States of America	OPIRA	88/809,456	Feb 25, 2020