

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALIMERA SCIENCES, INC.		03/24/2023	Corporation:
RECEIVING PARTY DATA			
Name:	SLR INVESTMENT CORP., AS COLLATERAL AGENT		
Street Address:	500 PARK AVENUE, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3084774	ALIMERA SCIENCES	
Registration Number:	5807243	CONTINUOUS MICRODOSING	
Registration Number:	6874286	DME & ME	
Registration Number:	4393220	ILUVIEN	
Registration Number:	4045625	ILUVIEN	
Registration Number:	4805342	ILUVIEN	
Serial Number:	90839586	ALIMERA	
Serial Number:	90857327	ALIMERA	
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>			
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Fl		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	03/28/2023		

OP \$215.00 3084774

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 24, 2023, is made by ALIMERA SCIENCES, INC., a Delaware corporation (“Grantor”), in favor of SLR INVESTMENT CORP., a Maryland corporation (formerly known as Solar Capital Ltd.) (“Collateral Agent”) in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”), and Collateral Agent, dated as of December 31, 2019 (as amended by the First Amendment to Loan and Security Agreement, dated as of May 1, 2020, by that certain Second Amendment to Loan and Security Agreement dated as of March 30, 2021, by that certain Third Amendment to Loan and Security Agreement dated as of February 22, 2022, by that certain Fourth Amendment to Loan and Security Agreement dated as of December 7, 2022, by that Fifth Amendment to Loan and Security Agreement dated as of the date hereof, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Terms used but not otherwise defined herein shall have such meanings as set forth in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under intellectual property owned by Grantor (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) Any and all source code;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" United States Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement is filed) solely to the extent, if any, that, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use Trademark applications under applicable federal law provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Grantor, Agent or any Lender.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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:

ALIMERA SCIENCES, INC., a Delaware corporation

By: Richard S. Eiswirth, Jr.
Name: Richard S. Eiswirth, Jr.
Title: President and Chief Executive Officer

AGENT:

SLR INVESTMENT CORP., a Maryland corporation

By: _____
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:

ALIMERA SCIENCES, INC., a Delaware corporation

By: _____

Title: _____

AGENT:

SLR INVESTMENT CORP., a Maryland corporation

DocuSigned by:
Anthony Storino
2DCE62A0C04D4D7...
By: Anthony Storino
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.







EXHIBIT B

Patents

Grantor	Patent Application Title	Status	Application Number	Filed Date	Patent No.	Grant Date	Country
Alimera Sciences, Inc.	METHODS OF TREATING RETINAL DISEASES	Issued	16/401,385	5/2/2019	11,400,070	8/2/2022	US
Alimera Sciences, Inc.	OCULAR IMPLANTATION DEVICE	Issued	29/297,333	11/8/2007	D592,746	5/19/2009	US
Alimera Sciences, Inc.	OCULAR IMPLANTATION DEVICE	Issued	12/266,699	11/7/2008	9,849,027	12/26/2017	US

EXHIBIT C

Trademarks

Grantor	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date	Country
Alimera Sciences, Inc.	AccessAlimera	Pending	97448687	11-Jul-2022			United States of America
Alimera Sciences, Inc.	ALIMERA SCIENCES	Registered	78523096	04-Apr-2016	3084774	25-Apr-2006	United States of America
Alimera Sciences, Inc.	ALIMERA stylized and/or with design 	Allowed	90839586	31-Dec-2015			United States of America
Alimera Sciences, Inc.	CONTINUOUS MICRODOSING and Design 	Registered	87109978	18-Nov-2015	5807243	16-Jul-2019	United States of America
Alimera Sciences, Inc.	dme & me (stylized and/or with design) 	Registered	97153236	18-Nov-2015	6874286	11-Oct-2022	United States of America
Alimera Sciences, Inc.	DMEandME	Allowed	97153234	23-Oct-2015			United States of America
Alimera Sciences, Inc.	EYECON Logo 	Allowed	97219362	06-Oct-2015			United States of America
Alimera Sciences, Inc.	ILUMINI RETINA	Allowed	97014836	13-Aug-2015			United States of America
Alimera Sciences, Inc.	ILUVIEN (stylized) 	Registered	85554862	17-Jun-2015	4393220	27-Aug-2013	United States of America
Alimera Sciences, Inc.	ILUVIEN	Registered	77162736	25-May-2005	4045625	25-Oct-2011	United States of America
Alimera Sciences, Inc.	ILUVIEN	Registered	86375920	25-May-2005	4805342	01-Sep-2015	United States of America
Alimera Sciences, Inc.	WE SEE MORE, TOGETHER	Allowed	97211152	17-May-2005			United States of America
Alimera Sciences, Inc.	ALIMERA 	Allowed	90857327	30-July-2021			United States of America