

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829022

|   |                                     |                       |                       |
|---|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| Ocular Therapeutix, Inc.  |                                     | 08/02/2023            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name:</b>  | Barings Finance LLC, as Agent       |                       |                       |
| <b>Street Address:</b>  | 300 S. Tryon Street, Suite 2500     |                       |                       |
| <b>City:</b>  | Charlotte                           |                       |                       |
| <b>State/Country:</b>   | NORTH CAROLINA                      |                       |                       |
| <b>Postal Code:</b>   | 28202                               |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 11</b>   |                                     |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 98094340                            | HUMAN OVER MEDICINE   |                       |
| <b>Serial Number:</b>   | 97401659                            | OCULAR THERAPEUTIX    |                       |
| <b>Serial Number:</b>   | 97270111                            | PAXTRAVA              |                       |
| <b>Serial Number:</b>   | 97858520                            | AXPAXTLI              |                       |
| <b>Serial Number:</b>   | 97858508                            | EXTENLY               |                       |
| <b>Serial Number:</b>   | 97858432                            | AXTOKI                |                       |
| <b>Serial Number:</b>   | 97783561                            | OCUCARE               |                       |
| <b>Serial Number:</b>   | 97757810                            | ELUTYX                |                       |
| <b>Registration Number:</b>   | 6080660                             | DEXTENZA              |                       |
| <b>Registration Number:</b>   | 5513989                             | DEXTENZA              |                       |
| <b>Registration Number:</b>   | 4135965                             | RESURE                |                       |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                       |
| <b>Fax Number:</b>  | 7044448857                          |                       |                       |
| <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> |                                     |                       |                       |
| <b>Phone:</b>   | 7043432000                          |                       |                       |
| <b>Email:</b>   | twitcher@mcguirewoods.com           |                       |                       |
| <b>Correspondent Name:</b>  | Terry L. Witcher, Senior Paralegal  |                       |                       |
| <b>Address Line 1:</b>  | McGuireWoods LLP                    |                       |                       |
| <b>Address Line 2:</b>  | 201 N. Tryon Street, Suite 3000     |                       |                       |

OP \$290.00 98094340

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 08/02/2023

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 2, 2023 by and between **BARINGS FINANCE LLC**, a Delaware limited liability company, as administrative agent (in such capacity, and together with its successors in such capacity, “**Agent**”), **OCULAR THERAPEUTIX, INC.**, a Delaware corporation (the “**Grantor**”).

### RECITALS

A. The Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Credit Extensions**”) in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, the financial institutions party thereto from time to time (collectively, the “**Lenders**”), and Grantor, dated as of the date hereof (as the same may be amended, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable 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 (as specifically defined in the Credit Agreement).

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

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (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 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, 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 such 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 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) 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;

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

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

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

*[Remainder of page intentionally blank; 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:

Address of Grantor:

**OCULAR THERAPEUTIX, INC.**

Ocular Therapeutix, Inc.  
24 Crosby Drive  
Bedford, MA 01730

By: *Donald Notman*  
Name: Donald Notman  
Title: Chief Financial Officer

AGENT:

Address of Agent:

Barings Finance LLC  
300 South Tryon Street, Suite 2500  
Charlotte, North Carolina 28202

**BARINGS FINANCE LLC**


By:   
Name: Kevin Stephens  
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

| Serial No.<br>(Filing Date)<br>or<br>Pat. No.<br>(Issue Date) | Jurisdiction | Title   | Status  |
|---|--------------|---|---------|
| 9125807<br>(9/8/2015)   | USA          | ADHESIVE HYDROGELS FOR<br>OPHTHALMIC DRUG DELIVERY            | Issued  |
| 8535705<br>(9/17/2013)  | USA          | BIOCOMPATIBLE POLYMERS AND<br>HYDROGELS AND METHODS OF<br>USE | Issued  |
| 9254267<br>(2/9/2016)   | USA          | COMPOSITE HYDROGEL DRUG<br>DELIVERY SYSTEMS                   | Issued  |
| 9775906<br>(10/3/2017)  | USA          | HYDROGEL POLYMERIC<br>COMPOSITIONS AND METHODS                | Issued  |
| 8409606<br>(4/2/2013)   | USA          | DRUG DELIVERY THROUGH<br>HYDROGEL PLUGS                       | Issued  |
| 8961501<br>(2/24/2015)  | USA          | METHOD FOR APPLYING<br>FLOWABLE HYDROGELS TO A<br>CORNEA      | Issued  |
| 10226417<br>(3/12/2019)                                       | USA          | DRUG DELIVERY SYSTEMS AND<br>APPLICATIONS                     | Issued  |
| 9205150<br>(12/8/2015)  | USA          | MEDICAL ORGANOGEL PROCESSES<br>AND COMPOSITIONS               | Issued  |
| 8563027<br>(10/22/2013)                                       | USA          | DRUG DELIVERY THROUGH<br>HYDROGEL PLUGS                       | Issued  |
| 9370485<br>(6/21/2016)  | USA          | HYDROGEL POLYMERIC<br>COMPOSITIONS AND METHODS                | Issued  |
| 10905765<br>(2/2/2021)  | USA          | MEDICAL ORGANOGEL PROCESSES<br>AND COMPOSITIONS               | Issued  |
| 14/965258<br>12/10/2015)                                      | USA          | HYDROGEL DRUG DELIVERY<br>IMPLANTS                            | Pending |
| 11369591<br>(6/28/2022)                                       | USA          | DRUG DELIVERY FROM<br>HYDROGELS                               | Issued  |
| 10251954<br>(4/9/2019)  | USA          | HYDROGEL POLYMERIC<br>COMPOSITIONS AND METHODS                | Issued  |
| 10617563<br>(4/14/2020)                                       | USA          | COATED IMPLANTS   | Issued  |
| 10420724<br>(9/24/2019)                                       | USA          | SHAPE CHANGING DRUG<br>DELIVERY DEVICES AND<br>METHODS        | Issued  |
| 15/714633<br>(9/25/2017)                                      | USA          | INTRACAMERAL DRUG DELIVERY<br>DEPOTS                          | Pending |
| 11458041<br>(10/4/2022)                                       | USA          | PUNCTAL PLUG AND<br>BIOADHESIVES                              | Issued  |



| Serial No.<br>(Filing Date)<br>or<br>Pat. No.<br>(Issue Date) | Jurisdiction | Title  | Status  |
|---|--------------|--|---------|
| 16/857458<br>(4/24/2020)                                      | USA          | INTRACANALICULAR HYDROGEL<br>INSERTS FOR THE DELIVERY OF<br>ANESTHETICS  | Pending |
| 16/857464<br>(4/24/2020)                                      | USA          | HYDROGEL IMPLANTS FOR<br>LOWERING INTRAOCULAR<br>PRESSURE  | Pending |
| 6605294<br>(8/12/2003)  | USA          | METHODS OF USING IN SITU<br>HYDRATION OF HYDROGEL<br>ARTICLES FOR SEALING OR<br>AUGMENTATION OF TISSUE OR<br>VESSELS                 | Issued  |
| 6566406<br>(5/20/2003)  | USA          | BIOCOMPATIBLE CROSSLINKED<br>POLYMERS  | Issued  |
| 6703047<br>(3/9/2004)   | USA          | DEHYDRATED HYDROGEL<br>PRECURSOR-BASED, TISSUE<br>ADHERENT COMPOSITIONS AND<br>METHODS OF USE  | Issued  |
| 8003705<br>(8/23/2011)  | USA          | BIOCOMPATIBLE HYDROGELS<br>MADE WITH SMALL MOLECULE<br>PRECURSORS  | Issued  |
| 17/681238<br>(2/25/2022)                                      | USA          | SUSTAINED RELEASE<br>BIODEGRADABLE<br>INTRACANALICULAR INSERTS<br>COMPRISING A HYDROGEL AND<br>CYCLOSPORINE                          | Pending |
| 11331267<br>(5/17/2022)                                       | USA          | SUSTAINED RELEASE<br>BIODEGRADABLE<br>INTRACANALICULAR INSERTS<br>COMPRISING A HYDROGEL AND<br>CYCLOSPORINE                          | Issued  |
| 11291627<br>(4/5/2022)  | USA          | SUSTAINED RELEASE<br>BIODEGRADABLE<br>INTRACANALICULAR INSERTS<br>COMPRISING A HYDROGEL AND<br>CYCLOSPORINE                          | Issued  |
| 11439592<br>(9/13/2022)                                       | USA          | OCULAR IMPLANT CONTAINING A<br>TYROSINE KINASE INHIBITOR   | Issued  |
| 11622935<br>(4/11/2023)                                       | USA          | METHODS OF TREATING OCULAR<br>DISEASES USING POLYALKYLENE<br>GLYCOL INTRACAMERAL<br>IMPLANTS WITH POLYACTIDE<br>TRAVOPROST PARTICLES | Issued  |
| 11559429<br>(1/4/2023)  | USA          | PUNCTAL PLUG AND<br>BIOADHESIVES   | Issued  |
| 11534396<br>(12/7/2022)                                       | USA          | METHODS OF TREATMENT WITH AN<br>OCULAR IMPLANT CONTAINING A<br>TYROSINE KINASE INHIBITOR   | Issued  |

EXHIBIT C

Trademarks

| <b>Ref No.<br/>(Country)</b> | <b>Trademark</b>    | <b>Registration<br/>No.<br/>(Issue Date)</b> | <b>Status</b> |
|------------------------------|---------------------|--|---------------|
| USA                          | HUMAN OVER MEDICINE | 98094340<br>(7/20/2023)                      | LIVE          |
| USA                          | OCULAR THERAPEUTIX  | 97401659<br>(5/9/2022)                       | LIVE          |
| USA                          | PAXTRAVA            | 97270111<br>(2/16/2022)                      | LIVE          |
| USA                          | AXPAXTLI            | 97858520<br>(3/27/2023)                      | LIVE          |
| USA                          | EXTENLY             | 97858508<br>(3/27/2023)                      | LIVE          |
| USA                          | AXTOKI              | 97858432<br>(3/27/2023)                      | LIVE          |
| USA                          | OCUCARE             | 97783561<br>(2/7/2023)                       | LIVE          |
| USA                          | ELUTYX              | 97757810<br>(1/17/2023)                      | LIVE          |
| USA                          | DEXTENZA            | 6080660<br>(6/16/2020)                       | LIVE          |
| USA                          | DEXTENZA            | 5513989<br>(7/10/2018)                       | LIVE          |
| USA                          | RESURE              | 4135965<br>(5/1/2012)                        | LIVE          |

EXHIBIT D

Mask Works

None.