

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tearlab Corporation	FORMERLY OccuLogix, Inc.	10/14/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SOLX, Inc.		
Street Address:	PO Box 716		
City:	Medway		
State/Country:	MASSACHUSETTS		
Postal Code:	02053		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3010157	SOLX	
CORRESPONDENCE DATA			
Fax Number:	6038864796		
<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:	6038866100		
Email:	trademarks@mcr-ip.com		
Correspondent Name:	Maine Cernota & Rardin		
Address Line 1:	547 Amherst Street, 3rd Floor		
Address Line 4:	Nashua, NEW HAMPSHIRE 03063		
ATTORNEY DOCKET NUMBER:	SLX015-TM		
NAME OF SUBMITTER:	Andrew P. Cernota		
SIGNATURE:	/Andrew P. Cernota, Reg. No. 52,711/		
DATE SIGNED:	12/31/2014		
Total Attachments: 4			
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TERMINATION OF SECURITY INTEREST

This Termination of Security Interest Agreement (this "Termination") is made as of the 14 day of October, 2010, by **TEARLAB CORPORATION**, a Delaware corporation, formerly known as OccuLogix, Inc., having an address at 7360 Carroll Road, Suite 200, San Diego, CA 92121 ("Secured Party") and **SOLX, Inc.**, a Delaware corporation having a mailing address at P.O. Box 716, Medway, MA 02053 ("Solx").

WHEREAS, Secured Party and Solx's related company, Solx Acquisition, Inc. ("Solx Acquisition"), entered into that certain Stock Purchase Agreement dated December 19, 2007 (the "Purchase Agreement"), whereby Solx Acquisition agreed to purchase all of the issued and outstanding capital stock of Solx then held by Secured Party in consideration for, among other things, the assumption by Solx Acquisition to make future payments to the Participating Rights Holders under the Agreement and Plan of Merger, dated as of August 1, 2006, as amended, by and among (i) OccuLogix, Inc., a Delaware corporation, (ii) OccuLogix Mergeco, Inc., a Delaware corporation, (iii) Solx, Inc., a Delaware corporation, and (iv) Doug P. Adams, John Sullivan and Peter M. Adams (the "Merger Agreement") and the loan and security documents delivered pursuant to the Merger Agreement (the "PRH Payment");

WHEREAS, pursuant thereto, Solx Acquisition caused Solx to enter into a Security Agreement, dated December 19, 2007, with Secured Party (the "Security Agreement"), whereby Solx pledged and granted to Secured Party a continuing limited and subordinated first priority security interest in the IP Collateral, as defined in the Security Agreement;

WHEREAS, the security interest was granted as continuing collateral security for the due payment and performance of Solx Acquisition's obligations described in Section 2.2 of the Security Agreement;

WHEREAS, in the Security Agreement, Secured Party agreed that its security interest in the IP Collateral was subordinate to the first priority security interest granted by Solx to its Participating Rights Holders under a Security Agreement dated as of September 1, 2006;

WHEREAS, as of December 19, 2007, Solx and Secured Party entered into a second Security Agreement to confirm and make a record of the grant of a security interest in the Patents and Trademarks, as defined therein and which comprised part of the IP Collateral ("Second Security Agreement");

WHEREAS, on April 25, 2008, Solx Acquisition and Solx merged, with Solx being the surviving entity;

WHEREAS, [Investor] has or will invest in or acquire Solx (the "Investment"), and the Investment is conditioned upon the release of the security interest granted by Solx to Secured Party;

WHEREAS, Secured Party has agreed to terminate its subordinated security interest as provided in the Security Agreement and the Second Security Agreement and release its security interest in all of the collateral described therein and in the Purchase Agreement upon the closing of the Investment; and

WHEREAS, Secured Party has agreed to terminate the Security Agreement and the Second Security Agreement upon the closing of the Investment.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. Upon the closing of the Investment, the Security Agreement and the Second Security Agreement are hereby terminated and of no further force and effect whatsoever. As a result of such termination, Secured Party hereby releases and discharges its security interest in the IP Collateral, the Patents and Trademarks, and all other related collateral.
2. The parties agree that all obligations related to the Royalty Payments to Secured Party from Solx shall survive this Termination and shall be unaffected by this Termination or the termination of the Security Agreement and the Second Security Agreement.
3. Upon the closing of the Investment, Secured Party hereby authorizes Solx, and appoints Solx as its attorney-in-fact, to file on behalf of Secured Party a UCC-3 Termination Statement terminating the security interests with the Delaware Secretary of State and to file any other necessary documents to terminate said security interests or security agreements, including without limitation any withdrawal, amendment or termination of the Notice of Recordation of Assignment Document filed with the USPTO with a recordation date of January 31, 2007.
4. Secured Party covenants from time to time hereafter, to execute and deliver such additional instruments as Solx shall reasonably request for the purpose of implementing or effectuating the provisions of this Termination.
5. Secured Party hereby acknowledges and agrees that, as a result of the Merger Agreement, it has no rights or interest in the PRH Payment (or the terms thereof), the provisions of Section 1.7 of the Merger Agreement relating thereto or the loan and security documents delivered in connection therewith pursuant to the Merger Agreement, including without limitation, the Promissory Note and the Security Agreements (in each case as defined in the Merger Agreement), and that each of the foregoing documents or agreements may be modified, waived, amended or terminated by agreement between Solx and the Stockholder Representative Committee (as defined in the Merger Agreement), without the consent or approval of Secured Party.
6. Secured Party hereby represents and warrants to Solx that Secured Party has not made any assignment of the Purchase Agreement, the Security Agreement, the Second Security Agreement, or any other document executed in connection therewith and has the full power and authority to terminate the Security Agreement and the Second Security Agreement as set forth herein.
7. Secured Party hereby represents and warrants to Solx that the person executing this Termination on behalf of Secured Party has the full right, power and authority to enter into and execute this Termination on Secured Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Termination.

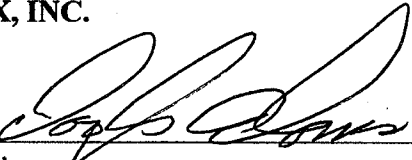
[Signature page to follow]

Executed under seal as of the date first written above.

**TEARLAB CORPORATION f/k/a
OCCULOGIX, INC.**

By: 
Name: William DUMENCU
Title: CFO + TREASURER

SOLX, INC.

By: 
Name: DOUGLAS ADAMS
Title: PRES & CEO

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