

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4415522

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the SERIAL NUMBER previously recorded on Reel 042167 Frame 0671. Assignor(s) hereby confirms the CORRECT SERIAL SHOULD BE LISTED AS 15140184 NOT 14140184.
<b>RESUBMIT DOCUMENT ID:</b>	504345115

**CONVEYING PARTY DATA**

Name	Execution Date
AVEDRO, INC.	03/20/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	ORBIMED ROYALTY OPPORTUNITIES II, LP
<b>Street Address:</b>	601 LEXINGTON AVENUE
<b>Internal Address:</b>	54TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022

**PROPERTY NUMBERS Total: 41**

Property Type	Number
Application Number:	11898189
Application Number:	12018450
Application Number:	12018457
Application Number:	12315829
Application Number:	12562625
Application Number:	12572019
Application Number:	12617554
Application Number:	12753523
Application Number:	12909228
Application Number:	13051699
Application Number:	13438705
Application Number:	13468760
Application Number:	13470975
Application Number:	13480127
Application Number:	13488097
Application Number:	13665495
Application Number:	13841617

**PATENT**

Property Type	Number
Application Number:	14035528
Application Number:	14072640
Application Number:	14216291
Application Number:	14281638
Application Number:	14308678
Application Number:	14335372
Application Number:	14507407
Application Number:	14569164
Application Number:	14696672
Application Number:	14941214
Application Number:	14957187
Application Number:	15137748
Application Number:	15140184
Application Number:	15161302
Application Number:	15216344
Application Number:	15369647
Application Number:	62321830
Application Number:	62324632
Application Number:	62372290
Application Number:	62385974
Application Number:	62433053
Application Number:	62444910
Application Number:	62447607
Application Number:	62461591

**CORRESPONDENCE DATA**

**Fax Number:** (202)662-6291

*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:** 2026626000

**Email:** mkamara@cov.com

**Correspondent Name:** COVINGTON & BURLING LLP

**Address Line 1:** ONE CITYCENTER, 850 TENTH STREET, NW

**Address Line 4:** WASHINGTON, D.C. 20001

<b>ATTORNEY DOCKET NUMBER:</b>	034550.00035
<b>NAME OF SUBMITTER:</b>	MARGARET KAMARA
<b>SIGNATURE:</b>	/Margaret Kamara/
<b>DATE SIGNED:</b>	05/16/2017

**Total Attachments: 13**

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<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT4388528

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
AVEDRO, INC.	03/20/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	ORBIMED ROYALTY OPPORTUNITIES II, LP
<b>Street Address:</b>	601 LEXINGTON AVENUE
<b>Internal Address:</b>	54TH FLOOR
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Application Number:	13468760
Application Number:	13470975
Application Number:	13480127
Application Number:	13488097
Application Number:	13665495
Application Number:	13841617
Application Number:	14035528
Application Number:	14072640

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AVEDRO, INC.	03/20/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ORBIMED ROYALTY OPPORTUNITIES II, LP
<b>Street Address:</b>	601 LEXINGTON AVENUE
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Application Number:	14941214
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Application Number:	15137748
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Application Number:	15161302
Application Number:	15216344
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Application Number:	62321830
Application Number:	62324632
Application Number:	62372290
Application Number:	62385974
Application Number:	62433053
Application Number:	62444910
Application Number:	62447607
Application Number:	62461591

**CORRESPONDENCE DATA**

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 Phone: 2026626000  
 Email: mkamara@cov.com  
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 Correspondent Name: COVINGTON & BURLING LLP  
 Address Line 1: ONE CITYCENTER, 850 TENTH STREET, NW  
 Address Line 4: WASHINGTON, D.C. 20001

<b>ATTORNEY DOCKET NUMBER:</b>	034550.00035
<b>NAME OF SUBMITTER:</b>	MARGARET KAMARA
<b>Signature:</b>	/Margaret Kamara/

<b>Date:</b>	04/27/2017
<b>Total Attachments: 5</b> source=04 Patent Security Agreement (002)#page1.tif source=04 Patent Security Agreement (002)#page2.tif source=04 Patent Security Agreement (002)#page3.tif source=04 Patent Security Agreement (002)#page4.tif source=04 Patent Security Agreement (002)#page5.tif	
<b>RECEIPT INFORMATION</b>	
<b>EPAS ID:</b>	PAT4388528
<b>Receipt Date:</b>	04/27/2017

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 20, 2017 (this "Agreement"), is made by AVEDRO, INC., a Delaware corporation (the "Grantor"), in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the "Lender").

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 20, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Avedro, Inc., a Delaware corporation (the "Borrower") and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of March 20, 2017 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (f) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

- (a) all of its letters patent and applications for letters patent throughout the world, including each patent and patent application referred to in Item A of Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);



(c) all patent licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all Proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and Proceeds of infringement suits) and the right to sue third parties for past, present or future infringements of any patent or patent application and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

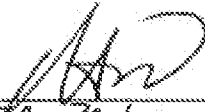
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

AVEDRO, INC.

By:   
Name: Reta Achino  
Title: CEO

SCHEDULE III  
to Security Agreement

Item A. Patents  
See attached.

Item B. Patent Licenses  
See Security Agreement.

**Patents and Patent Licenses**

<b>Country</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Patent Expiration</b>	<b>Owner</b>
US	11/898,189	8,992,516	3/10/2029	Avedro
US	12/018,450	8,469,952	11/5/2030	Avedro
US	12/018,457	8,409,189	1/29/2031	Avedro
US	12/315,829	8,545,487	4/29/2032	Avedro
US	12/562,625	8,398,628	9/15/2031	Avedro
US	12/572,019	8,460,278	9/18/2031	Avedro
US	12/617,554	8,882,757	12/28/2030	Avedro
US	12/753,523	8,712,536	1/28/2032	Avedro
US	12/909,228	8,574,277	4/28/2031	Avedro
US	13/051,699	--	--	Avedro
US	13/438,705	--	--	Avedro
US	13/468,760	--	--	Avedro
US	13/470,975	8,652,131	9/10/2027	Avedro
US	13/480,127	9,044,308	5/24/2032	Avedro
US	13/488,097	9,020,580	12/21/2032	Avedro
US	13/665,495	--	--	Avedro
US	13/841,617	--	--	Avedro
US	14/035,528	8,870,934	10/21/2030	Avedro
US	14/072,640	--	--	Avedro
US	14/216,291	--	--	Avedro
US	14/281,638	--	--	Avedro
US	14/308,678	9,498,122	7/23/2034	Avedro
US	14/335,372	9,498,114	5/11/2035	Avedro
US	14/507,407	9,498,642	6/4/2031	Avedro
US	14/569,164	--	--	Avedro
US	14/696,672	--	--	Avedro
US	14/941,214	--	--	Avedro
US	14/957,187	--	--	Avedro
US	15/137,748	--	--	Avedro
US	15/140,184	--	--	Avedro
US	15/161,302	--	--	Avedro
US	15/216,344	--	--	Avedro
US	15/369,647	--	--	Avedro
US	62/321,830	--	--	Avedro
US	62/324,632	--	--	Avedro
US	62/372,290	--	--	Avedro
US	62/385,974	--	--	Avedro
US	62/433,053	--	--	Avedro
US	62/444,910	--	--	Avedro
US	62/447,607	--	--	Avedro
US	62/461,591	--	--	Avedro