

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK NATIONAL ASSOCIATION		11/03/2015	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INSITE VISION INCORPORATED		
<b>Street Address:</b>	965 ATLANTIC AVENUE		
<b>City:</b>	ALAMEDA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94501		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85217735		
<b>Serial Number:</b>	85269973	AZASITE XTRA	
<b>Serial Number:</b>	85400992	BROMSITE	
<b>Serial Number:</b>	86508845	BROMSITE	
<b>Serial Number:</b>	85605533	AZASITE PLUS	
<b>Serial Number:</b>	85684350	BROMDEX	
<b>Serial Number:</b>	74478432	INSITE VISION	
<b>Serial Number:</b>	74541101		
<b>Serial Number:</b>	74010246	INSITEVISION	
<b>Serial Number:</b>	74010027	DURASITE	
<b>Serial Number:</b>	78426374	AZASITE	
<b>Serial Number:</b>	86343549		
<b>Serial Number:</b>	86365042	BLESSSED	
<b>Serial Number:</b>	86365047	BLEQCL	
<b>Serial Number:</b>	86365048	BLEQOLITY	
<b>Serial Number:</b>	86598116	AZASITE XTRA	
<b>Serial Number:</b>	86605611	AZASITE PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 85217735

**Fax Number:** 6508385109

*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:** 650-838-3743

**Email:** JLIK@SHEARMAN.COM

**Correspondent Name:** BENJAMIN PETERSEN

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**Address Line 2:** SHEARMAN & STERLING LLP

**Address Line 4:** MENLO PARK, CALIFORNIA 94025

<b>ATTORNEY DOCKET NUMBER:</b>	35774/27
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<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
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<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
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<b>DATE SIGNED:</b>	11/18/2015
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "*Release*") dated November 3, 2015, is made by U.S. Bank National Association, as collateral agent (the "*Secured Party*"), in favor of InSite Vision Incorporated (the "*Grantor*"). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Security Agreement dated as of October 9, 2014 (the "*Security Agreement*"), between the Grantor and the Secured Party unless otherwise noted.

WHEREAS, to secure its obligations under the Notes and any other Collateral Documents, the Grantor agreed to grant to the Secured Party a security interest in certain copyrights, trademarks, patents and patent applications owned by the Grantor;

WHEREAS, pursuant to the Security Agreement, the Grantor executed that certain Intellectual Property Security Agreement, dated as of October 9, 2014 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "*IP Security Agreement*"), whereby the Grantor granted to the Secured Party a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on October 20, 2014 at Reel 033975 and Frame 0433 with respect to patents, and on October 20, 2014 at Reel 5382 and Frame 0661 with respect to trademarks; and with the United States Copyright Office; and

WHEREAS, in accordance with the provisions of the Security Agreement and the IP Security Agreement, the Secured Party now desires to release its security interest in and to the Collateral (as defined below).

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

SECTION 1. Release of Grant of Security. The Secured Party hereby releases to the Grantor its security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) all trademarks and service mark rights, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, including, without limitation, the copyrights set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Secured Party authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Registrar of Copyrights and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. Bank National Association, as  
collateral agent, as Secured Party

By: \_\_\_\_\_

Name:

Jean Clarke

Title:

Vice President

*IP Security Agreement Release*

SCHEDULE A

Patents

Title: DROP DISPENSER FOR THE DELIVERY OF UNIFORM DROPLETS OF VISCOUS LIQUIDS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
11/397,047	3-Apr-06	7758553	20-Jul-10

Title: DROP DISPENSER (design)

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
29/257,372	3-Apr-06	D543118	22-May-07

Title: NON-STEROIDAL ANTI-INFLAMMATORY OPHTHALMIC SUSPENSIONS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
08/248,500	4-May-94	6309630	30-Oct-01

Title: SUSTAINED RELEASE OPHTHALMIC COMPOSITIONS CONTAINING WATER SOLUBLE MEDICAMENTS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
08/963,815	4-Nov-97	6159458	12-Dec-00

Title: METHODS OF OPHTHALMIC ADMINISTRATION

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/366,072	2-Aug-99	6397849	4-Jun-02
09/127,920	3-Aug-98	6378526	30-Apr-02

Title: INJECTION APPARATUS AND METHOD OF USING SAME

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/366,703	2-Aug-99	6299603	9-Oct-01
09/127,919	3-Aug-98	6309374	30-Oct-01

Title: METHODS AND COMPOSITIONS FOR TREATING AND PREVENTING POSTERIOR SEGMENT OPHTHALMIC DISORDERS

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/523,102	10-Mar-00	7141607	28-Nov-06

**Title: TOPICAL TREATMENT OR PREVENTION OF OCULAR INFECTIONS**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
09/346,923	2-Jul-99	6239113	29-May-01
10/160,060	4-Jun-02	7056893	6-Jun-06
09/767,943	24-Jan-01	6569443	27-May-03
10/898,170	26-Jul-04	7732415	8-Jun-10
10/407,425	7-Apr-03	7749970	6-Jul-10

**Title: CONCENTRATED AQUEOUS AZALIDE FORMULATIONS**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
11/905,854	4-Oct-07	7795231	14-Sep-10
13/843,267	15-March-2013	9044508	2-June-2015

**Title: CHARGING FIXTURE (design)**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
29/326,079	10-Oct-08	D603525	3-Nov-09

**Title: CONTROLLED-RELEASE OPHTHALMIC VEHICLES**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/398,625	5-Mar-09	8501800	6-Aug-13

**Title: METHODS FOR TREATING OCULAR INFLAMMATORY DISEASES**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/399,729	6-Mar-09		

**Title: NON-STEROIDAL ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/398,657	5-Mar-09	8778999	15-Jul-14

**Title: TIP ARRANGEMENT FOR A DROPPER BOTTLE**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
12/399,596	6-Mar-09	8695850	15-Apr-14

**Title: METHODS OF TREATING RECURRENT MEIBOMIAN GLANDS DISORDER AND THEREBY DECREASING THE FREQUENCY OF RECURRENCE**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
14/233,152 PCT No.: PCT/US20 12/044949	371 (c) date; 1/15/2014; Int. Filing Date: 29 June 2012		

**Title: COMBINATION ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/333,534	21-Dec-11		

**Title: METHODS AND KITS FOR EXTENDING DISPOSABLE CONTACT LENS USE**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/345,087	6-Jan-12		

**Title: COMPOSITIONS AND METHODS FOR THE TREATMENT OF OCULAR SURFACE ALLERGIES**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/188,730	22-Jul-11		

**Title: COMBINATION ANTI-INFLAMMATORY OPHTHALMIC COMPOSITIONS**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/843,267	15-Mar-13		

**Title: METHODS FOR TREATING INFLAMMATION USING DEXAMETHASONE IN DURASITE I/DURASITE II**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
14/149,743	7-Jan-14		

**Title: NON-STEROIDAL OPHTHALMIC MIXTURES**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
08/749,020	14-Nov-96	5814655	29-Oct-1998

**Title: OPHTHALMIC COMPOSITION**

<i>Application</i>	<i>Filing Date</i>	<i>Patent</i>	<i>Issue Date</i>

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<i>Number</i>		<i>Number</i>	
09/074,419	8-May-1998	6265444	24-Jul-2001

**Title: CONCENTRATED AQUEOUS AZALIDE FORMULATIONS**

<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
13/843,267	15-March-2013	9044508	2-June-2015

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**TRADEMARK  
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**SCHEDULE B**

**Trademarks**

<b>Trademark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DEXASITE	85/217735	14-Jan-11		
AZASITE XTRA	85/269973	17-Mar-11		
BROMSITE	85/400992	18-Aug-11		
BROMSITE	86/508845	20-Jan-15		
BROMSITE	13084561	15-Jul-14	13084561	09-Dec-14
AZASITE PLUS	85/605533	23-Apr-12		
BROMDEX	85/684350	23-Jul-12		
INSITEVISION & Eye Design (on left)	74/478432	11-Jan-94	2042185	4-Mar-97
MISCELLANEOUS DESIGN (Stylized Eye)	74/541101	21-Jun-94	1898547	13-Jun-95
INSITEVISION	74/010246	12-Dec-89	1774599	1-Jun-93
DURASITE	74/010027	12-Dec-89	1769077	4-May-93
AZASITE	78/426374	27-May-04	3345071	27-Nov-07
DURASITE	86/343549	21-Jul-14		
BLESSED	86/365042	13-Aug-14		
BLEQCL	86/365047	13-Aug-14		
BLEQOLITY	86/365048	13-Aug-14		
AZASITE XTRA	86/598116	15-Apr-15		
AZASITE PLUS	86/605611	22-Apr-15		
AZASITE XTRA	4-2007-26415	24-Dec-07	125005	15-May-09

**SCHEDULE C**

**Copyrights**

<b>Title</b>	<b>US Copyright Reg. No. &amp; Reg. Date</b>
Blepharitis Quality of Life Questionnaire	TXu 1-757-406 Registered May 24, 2011
Clinical Efficacy Assessments	TXu 1-757-403 Registered May 24, 2011

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