

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY AGREEMENTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		05/10/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HHEP-Ocular, L. P.		
Street Address:	100 Crescent Court		
Internal Address:	Suite 1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3153865	OCULAR	
Registration Number:	3863905	OCULAR	
CORRESPONDENCE DATA			
Fax Number:	2149694343		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-969-2877		
Email:	trademarkdallas@akingump.com		
Correspondent Name:	Akin Gump Strauss Hauer & Feld LLP		
Address Line 1:	PO Box 130688		
Address Line 4:	Dallas, TEXAS 75313-0688		
ATTORNEY DOCKET NUMBER:	682223.0002		
NAME OF SUBMITTER:	Sanford E. Warren, Jr.		

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Signature:	/Sanford E. Warren, Jr./
Date:	05/10/2013
Total Attachments: 4 source=Ocular- Trademark Assignment (Execution Version)#page1.tif source=Ocular- Trademark Assignment (Execution Version)#page2.tif source=Ocular- Trademark Assignment (Execution Version)#page3.tif source=Ocular- Trademark Assignment (Execution Version)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is effective this 10th day of May, 2013 (the "Effective Date"), from Wells Fargo Bank, N.A., a national banking association and successor in interest to Wachovia Bank, National Association, having an address of 5080 Spectrum Drive, Suite 500E, Addison, Texas 75001 ("ASSIGNOR"), to HHEP-Ocular, L.P., a Delaware limited partnership, having an address of 100 Crescent Court, Suite 1200, Dallas, Texas 75201 ("ASSIGNEE").

WHEREAS, ASSIGNOR holds a security interest in certain intellectual property of Ocular OCD, Inc., a Texas corporation ("Owner") pursuant to (a) that certain Grant of Security Interest in Intellectual Property, dated as of November 23, 2005, made by Owner in favor of Assignor, and recorded on April 25, 2006 with the United States Patent and Trademark Office as Reel 3295, Frame 0911, and (b) that certain Grant of Security Interest in Intellectual Property (Trademarks), dated as of June 24, 2011, made by Owner in favor of ASSIGNOR, and recorded on July 12, 2011 with the United States Patent and Trademark Office as Reel 4580, Frame 0793 (collectively, the "Security Agreements"); and

WHEREAS, pursuant to the terms of the Sale and Assignment Agreement (the "Agreement") entered into by ASSIGNOR and ASSIGNEE as of the date hereof, ASSIGNEE is desirous of acquiring ASSIGNOR's entire right, title and interest in and to the Security Agreements including, without limitation, any and all liens thereunder and the goodwill connected therewith.

NOW THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration (including that recited in the Agreement), the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to ASSIGNEE, without recourse, all of its rights, title, and interest in the Security Agreements, including, without limitation, any and all liens thereunder and the goodwill connected therewith. ASSIGNEE accepts as of the Effective Date, all of ASSIGNOR's rights, title and interest in the Security Agreements.

2. Subject to such other additional limitations, disclaimers, waivers and qualifications as may be further set forth in the Agreement and the representations and warranties expressly set forth therein, this assignment is made on an "AS IS, "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE; and

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver any further documents and legal instruments as may be necessary, and do all other things reasonably necessary to transfer to ASSIGNEE, its assigns, successors, and legal representatives, all right, title, and interest in and to the Security Agreements.

4. This Assignment is made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of the ASSIGNOR.

5. Each party acknowledges that as of the Effective Date this Assignment is a legal, valid, and a binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Texas.

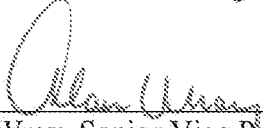
[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By:



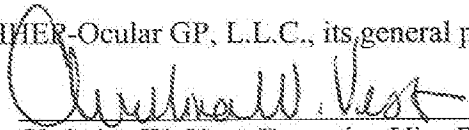
Alan W. Wray, Senior Vice President

ASSIGNEE:

HHEP-OCULAR, L.P., a Delaware limited partnership

By: HHEP-Ocular GP, L.P., its general partner

By: HHEP-Ocular GP, L.L.C., its general partner

By: 
Christina W. Vest, Executive Vice President

[Signature Page to Trademark Assignment]