

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EYEVANCE PHARMACEUTICALS LLC		10/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP, as Collateral Agent		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y6AF		
Entity Type:	Limited Liability Partnership: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2855325	FRESHKOTE	
Registration Number:	3490217	NEXAGON	
Registration Number:	1960827	VEXOL	
Serial Number:	87399098	KLEERKOTE	
Serial Number:	87399116	CLEARKOTE	
Serial Number:	88303588	VISOVANQ	
Serial Number:	88303984	ECONOPRED	
Serial Number:	88304021	TOBRASONE	
Serial Number:	88304007	TOBRAFLEX	
Serial Number:	88359282	HYDRELLA	
Registration Number:	1182659	NATACYN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	804 775 1846		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		

OP \$290.00 2855325

Address Line 2: Gateway Plaza
Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER: Stephanie A. Martinez

SIGNATURE: /Stephanie Martinez/

DATE SIGNED: 10/17/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

October 15, 2019

WHEREAS, Eyevance Pharmaceuticals LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns or licenses the Trademark Collateral (as defined below);

WHEREAS, Holdings, Grantor, as borrower (the “**Borrower**”), the other Loan Parties party thereto, the Lenders party thereto, and Hayfin Services LLP, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement dated as of October 15, 2019 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 15, 2019 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Hayfin Services LLP, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; provided that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by the Grantor (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of a Grantor (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

This Trademark Security Agreement may be executed in any number of several counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed signature page in electronic form (including .pdf format) shall be as effective as delivery of a manually signed counterpart.

The terms and provisions of Section 28 of the Guarantee and Collateral Agreement are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

EYEVANCE PHARMACEUTICALS LLC, as
Grantor

By: 
Name: Wes Brazell
Title: Chief Financial Officer

Acknowledged:

HAYFIN SERVICES LLP, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

EYEVANCE PHARMACEUTICALS LLC, as
Grantor

By: _____
Name: Wes Brazell
Title: Chief Financial Officer

Acknowledged:

HAYFIN SERVICES LLP, as Collateral Agent

By: _____
Name: Andrew Tingle
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

SCHEDULE OF TRADEMARKS AND APPLICATIONS

**Registered/Pending
Trademarks**

Owner	Country	Mark	Serial Number	Filing Date	Reg. Number	Reg. Date.
Eyevance Pharmaceuticals LLC	US	FreshKote	78/231,627	3/29/2003	2855325	6/15/2004
Eyevance Pharmaceuticals LLC	US	NEXAGON	78/602,587	4/5/2005	3490217	8/19/2008
Eyevance Pharmaceuticals LLC	US	VEXOL	74/479,305	1/13/1994	1960827	3/5/1996
Eyevance Pharmaceuticals LLC	US	KleerKote	87399098	4/5/2017		
Eyevance Pharmaceuticals LLC	US	ClearKote	87399116	4/5/2017		
Eyevance Pharmaceuticals LLC	US	VISOVANQ	88303588	2/15/2019		
Eyevance Pharmaceuticals LLC	US	ECONOPRED	88303984	2/15/2019		
Eyevance Pharmaceuticals LLC	US	TOBRASONE	88304021	2/15/2019		
Eyevance Pharmaceuticals LLC	US	TOBRAFLEX	88304007	2/15/2019		
Eyevance Pharmaceuticals LLC	US	HYDRELLA	88359282	3/27/2019		

Trademark	Country	Filing Type	Class	Current Status	Filing Date	Filing Number	Registration Date	Registration Number	Next Renewal Due	Legal Owner	Comment
NATACYN & in Chinese	China	NF	5	Renewal	30 Dec 1998	159449	07 Mar 2001	1513819	06 Mar 2021	Novartis AG	
NATACYN	United States of America	NF	5	Renewal	17 Dec 1979	73243184	22 Dec 1981	1482658	22 Dec 2021	Novartis AG	
NATACYN	European Union	CM	5	Renewal	31 Oct 2003	503521259	04 Feb 2005	903521259	31 Oct 2023	Novartis AG	
NATACYN	Guatemala	NF	5	Renewal	03 Dec 1998	1586-5383	16 Nov 1999	59868	15 Nov 2019	Novartis AG	
NATACYN	Australia	NF	5	Renewal	02 Jul 2007	1184888	02 Jul 2007	1184888	02 Jul 2027	Novartis AG	
NATACYN	Thailand	NF	5	Renewal	04 Apr 2007	657727	04 Apr 2007	Nov274112	03 Apr 2027	Novartis AG	
NATACYN	Malaysia	NF	5	Renewal	20 Apr 2007	2687/07128	20 Apr 2007	2087-07128	20 Apr 2027	Novartis AG	
NATACYN	Argentina	NF	5	Renewal	20 Feb 2004	2496186/3339207	28 Feb 2004	1085127/2705739	14 Jul 2024	Novartis AG	
NATACYN	Colombia	NF	5	Renewal	09 Nov 2000	85147	22 Nov 2001	262295	22 Nov 2021	Novartis AG	
NATACYN	Mauritius	NF	5	Registration	04 Oct 2017	MU/M/2017/	05 Feb 2018	23419/2018	04 Oct 2027	Novartis	

NATACYN	Vietnam	NF	5	Publication of Application	02 May 2008	4-2008-09258				Novartis AG	Trademark application NATACYN No. 4-2008-09258 filed on May 02, 2008 is still pending based on the filed appeal of Novartis AG against the decision from the registrar based on NATACINA vs NATACYN
NATACYN	Uruguay	NF	5	Filed/pending	03 Oct 2019	508652				Novartis AG	

Trademark Licenses

Country	Mark	Serial Number	Filing Date	Reg. Number	Reg. Date.
US	FLAREX	73/617,344	8/29/1986	1437695	4/28/1987
US	ZERVIAE	88/063,436	8/2/2018		

TO BE LICENSED

Product 1 / Trade Name: TOBRADEX ST / ALCON NATACYN

Trademark	Country	Filing Type	Class	Current Status	Filing Dates	Filing Number	Registration Date	Registration Number	Next Renewal Due	Legal Owner	Comment
TOBRADEX	US	RF		Renewal	18 Mar 1994	74503378	06 Jun 1998	1897276	06 Jun 2025	Novartis AG	
ALCON NATACYN	Colombia	NF	5	Renewal	08/ Jun 2008	42747	20/ Jun 2001	242530	20/ Jun 2021	Novartis AG	
ALCON NATACYN	Mexico	NF	5	Registration	29/ Sep 2011	1215771	23/ Aug 2013	1305912	29/ Sep 2021	Novartis AG	
ALCON NATACYN	Uruguay	NF	5	Registration	13/ Apr 2009	379585	10/ Apr 2008	379585	10/ Apr 2018	Novartis AG	Request to maintain 22 Dec 2017
ALCON NATACYN	Venezuela	NF	5	Registration	21/ Jun 2007	14264-2007	23/ Jun 2008	1286140	23 June 2018	Novartis AG	Request to maintain 28 Feb 2018
ALCON NATACYN	Vietnam	NF	5	Filed/pending	28 Dec 2017	4-2017-43224				Novartis AG	

TO BE ASSIGNED/TRANSFERRED

Product 2 / Trade Name: NATACYN