

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS RESIGNING ADMINISTRATIVE AGENT		04/01/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS SUCCESSOR ADMINISTRATIVE AGENT		
Street Address:	500 DELAWARE AVENUE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	85967253	OSMO-CORRECTION	
Serial Number:	85967251	RESTORES EYES NATURAL BALANCE	
Registration Number:	2041112	THERATEARS	
Registration Number:	2171942	PHARMACEUTICALS WITH A MISSION	
Registration Number:	2173882	ADVANCED VISION RESEARCH	
Registration Number:	2770188	THERATEARS	
Registration Number:	3140041	STERILID	
Registration Number:	3181614	THERATEARS STERILID	
Registration Number:	3513562	MACUTRITION	
Registration Number:	3604086	NUTRIDOX	
Registration Number:	3688179	IHEAT	
Registration Number:	3786085	THERATEARS XTRA	
Registration Number:	3791171	EVANESCE	
Registration Number:	3887976	STABILOSE	
Serial Number:	85121025	JEFFREY P. GILBARD, MD	
CORRESPONDENCE DATA			

OP \$390.00 85967253

Fax Number: 7202743133

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: 720-598-3456

Email: lorri.strizich@wilmerhale.com

Correspondent Name: LORRI STRIZICH

Address Line 1: C/O WILMERHALE

Address Line 2: 1225 17TH STREET, SUITE 2600

Address Line 4: DENVER, COLORADO 80202

NAME OF SUBMITTER:	Lorri Strizich
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SIGNATURE:	/lorristrizich/
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DATE SIGNED:	04/01/2020
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Total Attachments: 5

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**Assignment and Assumption of
Confirmatory Grant of Security Interest in United States Trademarks**

This ASSIGNMENT AND ASSUMPTION OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Assignment and Assumption”) effective as of April 1, 2020 (“Effective Date”) is made by JPMorgan Chase Bank, N.A., as resigning administrative agent, as assignor (“Assignor”), and Wilmington Savings Fund Society, FSB, a federal savings bank, as successor administrative agent, as assignee (“Assignee”);

WHEREAS, Advanced Vision Research, Inc., a Delaware corporation (“Grantor”), and Assignor entered into that certain Confirmatory Grant of Security Interest in United States Trademarks dated as of April 17, 2014 (“Trademark Security Agreement”) pursuant to that certain Term Loan Pledge and Security Agreement dated as of April 17, 2014 among Grantor, the other Loan Parties listed on the signature pages thereto, and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), and that certain Loan Agreement dated April 17, 2014 among Grantor, the Loan Guarantors, the Lenders party thereto and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on Exhibit A, including such other trademark rights set forth in the Trademark Security Agreement (“Trademark Collateral”) which Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 5264 Frame 0087; and

WHEREAS, pursuant to that certain Resignation and Appointment Agreement dated as of the date hereof by and among Assignor as resigning administrative agent and Assignee as succeeding administrative agent, among other parties (“Instrument”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent under the Loan Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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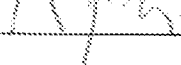
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**JPMORGAN CHASE BANK, N.A.,
as Assignor**

By: Josh Martin
Name: Josh Martin
Title: Authorized officer

Accepted:

**WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Assignee**

By: 
Name: _____
Title:

**Geoffrey J. Lewis
Vice President**

[Signature Page to Assignment and Assumption of Patent Security Agreement – AVR - 2014]

**TRADEMARK
REEL: 006905 FRAME: 0374**

Exhibit A

Trademark Collateral

Trademark	Owner	Status in Trademark Office	Registration/ Application No. Date	Country
OSMO-CORRECTION™	AVR	Awaiting Initial Response from UTO	85/967,253 (June 22, 2013)	United States
RESTORES EYES NATURAL BALANCE™	AVR	Awaiting Initial Response from UTO	85/967,251 (June 22, 2013)	United States
STABILON®	AVR	Registered	1064551	Australia
THERA TEARS®	AVR	Renewed	2,041,112	United States
THERA TEARS®	AVR	Registered	002153476	European Union
PHARMACEUTICALS WITH A MISSION®	AVR	Renewed	2,171,942	United States
ADVANCED VISION RESEARCH®	AVR	Renewed	2,173,882	United States
THERATEARS®	AVR	Registered	2,770,188	United States
THERATEARS®	AVR	Registered	002996155	European Union
STERILID®	AVR	Registered	3,140,041	United States
THERA TEARS STERILID®	AVR	Registered	3,181,614	United States
MACNUTRITION®	AVR	Registered	3,513,562	United States
NUTRIDOX®	AVR	Registered	3,604,086	United States
IHEAT®	AVR	Registered	3,688,179	United States
THERA TEARS XTRA®	AVR	Registered	3,786,085	United States
EVANESCE®	AVR	Registered	3,791,171	United States
STERILID®	AVR	Registered	004549721	European Union
STABILOSE®	AVR	Registered	3,887,976	United States
JEFFREY P. GILBARD, MD	AVR	Allowed	85121,025	United States
THERA TEARS®	AVR	Registered	902036	Mexico
STERILID®	AVR	Registered	907931	Mexico
STERILID®	AVR	Registered	1064550	Australia
STERILID®	AVR	Registered	1376561	India
THERATEARS®	AVR	Renewed	730182	Australia
THERATEARS®	AVR	Renewed	274324	New Zealand
THERATEARS®	AVR	Registered	TMA573,256	Canada
THERATEARS®	AVR	Registered	TMA64,1310	Canada
THERATEARS®	AVR	Registered	1376560	India
THERALID®	AVR	Registered	TMA766,079	Canada