

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EYEVANCE PHARMACEUTICALS LLC		09/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eyevance Holdings LLC		
Street Address:	1055B Powers Place		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3490217	NEXAGON	
Serial Number:	88303588	VISOVANQ	
CORRESPONDENCE DATA			
Fax Number:	7037161180		
<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:	703-716-1191		
Email:	eteas@gbpatent.com		
Correspondent Name:	Jeffrey H. Handelsman		
Address Line 1:	Greenblum & Bernstein, P.L.C.		
Address Line 4:	Reston, VIRGINIA 20191-1411		
NAME OF SUBMITTER:	Jeffrey H. Handelsman, MD Bar		
SIGNATURE:	/Jeffrey H. Handelsman/		
DATE SIGNED:	10/06/2020		
Total Attachments: 5			
source=AR Trademark Assignment (Executed) (04508122)#page1.tif			
source=AR Trademark Assignment (Executed) (04508122)#page2.tif			
source=AR Trademark Assignment (Executed) (04508122)#page3.tif			
source=AR Trademark Assignment (Executed) (04508122)#page4.tif			

OP \$65.00 3490217

**AMENDED AND RESTATED
TRADEMARK ASSIGNMENT AGREEMENT**

This AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of September 16, 2020, is by and among Eyevance Pharmaceuticals Holdings Inc., a Delaware corporation ("Holdings"), Eyevance Pharmaceuticals LLC, a Delaware limited liability company ("Eyevance"), and Eyevance Holdings LLC, a Delaware limited liability company ("Parent") (each, a "Party" and together, the "Parties"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Transfer Agreement (as defined below).

WITNESSETH:

WHEREAS, the Parties have entered into that certain Asset Transfer Agreement dated as of the date hereof (the "Transfer Agreement");

WHEREAS, as required by the Transfer Agreement, the Parties desire to execute and deliver this Trademark Assignment evidencing the transfer by Holdings and Eyevance of Product Marks related exclusively to the product branded under the name NEXAGON® (such product, "Nexagon" and such trademarks, the "Nexagon Trademarks") and the product branded under the name VISOVANQ™ (vancomycin ophthalmic ointment) (such product, "Visovanq" and such trademarks, the "Visovanq Trademarks", collectively "Transferred Trademarks"), set forth as the items listed on Exhibit A attached hereto; and

WHEREAS, Holdings and Eyevance (together, "Granting Parties") have all the necessary right, title and interest to assign and transfer the Transferred Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Article 1. Assignment

1.1 Assignment. Granting Parties hereby irrevocably sell, assign, transfer, convey and deliver to Parent, effective as of the Effective Date, all of Granting Parties' rights, title, and interest in and to the Transferred Trademarks, including all claims related thereto and common law rights therein, and registrations and applications for registrations thereof, and all goodwill connected with the use of and symbolized by any of the foregoing.

1.2 Authorization; Further Assurances. Granting Parties, on behalf of themselves, Affiliates, successors, assigns and legal representatives, hereby authorize the U.S. Patent and Trademark Office to record Parent or any of its Affiliates as the owner or beneficial owner of the Transferred Trademarks, and to issue all applications and registrations for the foregoing, to be in the name of Parent or its Affiliates, for the sole use of Parent, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. In addition, at Parent's request and expense, Granting Parties' successors or assigns, whichever is appropriate, will promptly execute and deliver to Parent any additional specific assignments and other documents which may be reasonably requested by Parent to further document or record its or its Affiliate's

ownership interest in the Transferred Trademarks.

1.3 Responsibility. As of the Effective Date, Parent assumes sole responsibility (a) for making all maintenance or annuity payments required to maintain the Transferred Trademarks in force and (b) for preparing and recording all assignment documents for the Transferred Trademarks.

1.4 File Transfer. Promptly following the Effective Date, Granting Parties will transfer to Parent any files exclusively related to the Transferred Trademarks in either electronic or paper form, as applicable for each file.

Article 2. General

2.1 Restatement of Prior Agreement. This Trademark Assignment amends, restates in its entirety and replaces that certain Trademark Assignment, dated September 16, 2020 among Holding, Eyevance and Parent.

2.2 Amendment and Modification. No amendment or modification of the terms or conditions of this Trademark Assignment shall be valid unless in writing and signed by the Parties hereto.

2.3 Conflict with the Transfer Agreement. Each of the Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transfer Agreement shall not be superseded by this Trademark Assignment but shall remain in full force and effect to the full extent provided therein. In the event that any provision of this Trademark Assignment is construed to conflict with a provision in the Transfer Agreement, the provision in the Transfer Agreement shall be deemed to be controlling.

2.4 Succession and Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof.

2.5 Counterparts. This Trademark Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

2.6 Dispute Resolution; Governing Law. Section 7.1.1 (Dispute Resolution) and Section 7.1.6 (Governing Law) of the Transfer Agreement shall apply to this Trademark Assignment *mutatis mutandis*.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

HOLDINGS:

**EYEVANCE PHARMACEUTICALS
HOLDINGS INC.**

By: 
Name: Jerry St. Peter
Title: Chief Executive Officer

EYEVANCE:

EYEVANCE PHARMACEUTICALS LLC

By: 
Name: Jerry St. Peter
Title: Chief Executive Officer

PARENT:

EYEVANCE HOLDINGS LLC

By: _____
Name: Thomas Vandervort
Title: Manager

[Signature Page to Trademark Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

HOLDINGS:

**EYEVANCE PHARMACEUTICALS
HOLDINGS INC.**

By: _____

Name: Jerry St. Peter

Title: Chief Executive Officer

EYEVANCE:

EYEVANCE PHARMACEUTICALS LLC

By: _____

Name: Jerry St. Peter

Title: Chief Executive Officer

PARENT:

EYEVANCE HOLDINGS LLC

By:  _____

Name: Thomas Vandervort

Title: Manager

EXHIBIT A

- (1). U.S. Trademark "NEXAGON"
Serial Number: 78,602,587
Filing Date: 4/5/2005
Registration Number: 3490217
Registration Date: 8/19/2008
- (2). U.S. Trademark "VISOVANQ"
Serial Number: 88,303,588
Filing Date: 2/15/2019

738302507