

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harrow Health, Inc.		01/20/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Harrow IP, LLC		
Street Address:	102 Woodmont Blvd., Suite 610		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1519501	IOPIDINE	
Registration Number:	3928077	MOXEZA	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	3148898000		
Email:	uspt@polsinelli.com, jdesilva@polsinelli.com		
Correspondent Name:	Laila S. Wolfgram		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114		
ATTORNEY DOCKET NUMBER:	109554717877/78		
NAME OF SUBMITTER:	Laila S. Wolfgram		
SIGNATURE:	/Laila S. Wolfgram/		
DATE SIGNED:	01/25/2023		
Total Attachments: 3			
source=Trademark Assignment of Novartis Marks from Harrow Health to Harrow IP (87790530v)-c#page1.tif			
source=Trademark Assignment of Novartis Marks from Harrow Health to Harrow IP (87790530v)-c#page2.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "**Assignment**"), dated as of January 20, 2023 (the "**Effective Date**"), is between Harrow Health, Inc., a Delaware corporation ("**Assignor**"), and Harrow IP, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A, attached hereto (hereinafter collectively, the "**Assigned Marks**"); and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith.

NOW THEREFORE, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of the Marks to Assignee.

1.1 Assignment. Assignor irrevocably assigns, grants, and transfers to Assignee, all of Assignor' right, title, and interest in and to the Assigned Marks, including all common law rights, and any trademark registrations and applications, together with all of the goodwill associated with the Marks, and the right to sue third parties for and recover damages from future infringement of the Marks, the same to be held and enjoyed by Assignee for its own, exclusive use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

1.2 Authorization; Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Assigned Marks to Assignee as the owner of all right, title, and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment. Assignor agrees to take whatever further action is necessary or reasonably requested by Assignee to properly and fully effect and perfect the transfer to Assignee of the Assigned Marks.

2. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of Delaware, without giving effect to the conflict of laws principles that would apply the laws of any other jurisdiction.

3. **Entire Agreement.** This Assignment contains the entire understanding of the parties as to its subject matter and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Assignment cannot be modified or otherwise changed except in a writing signed by both parties. This Assignment shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, agents, employees, representatives, affiliates, successors, heirs and assigns.

4. **Execution.** The Assignment may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one and the same instrument, without affecting the validity hereof. Scanned and/or electronic signatures shall be deemed binding for all purposes.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR

Harrow Health, Inc.

By: Andrew Bell

Name: Andrew Bell

Title: CFO

ASSIGNEE

Harrow IP, LLC

By: Andrew Bell

Name: Andrew Bell

Title: CFO

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

EXHIBIT A

Polsinelli No.	Mark	Country	Filing Date	Registration No.	Registration Date	Status
109554- 717877	IOPIDINE	United States	February 16, 1988	1519501	January 10, 1989	Registered
109554- 717878	MOXEZA	United States	May 7, 2010	3928077	March 8, 2011	Registered