

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harrow IP, LLC		03/27/2023	Limited Liability Company: DELAWARE
Harrow Health, Inc.		03/27/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oaktree Fund Administration, LLC, as Administrative Agent		
<b>Street Address:</b>	333 S. Grand Avenue, 28th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5022923	GO DROPLESS	
<b>Registration Number:</b>	5100697	IMPRIMIS	
<b>Registration Number:</b>	4890492	IMPRIMIS	
<b>Registration Number:</b>	4890493	IMPRIMISRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	074232-0001		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	03/30/2023		
<b>Total Attachments: 11</b>			

OP \$115.00 5022923

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2023 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as March 27, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in and to all of the following intellectual property now owned, controlled or at any time hereafter owned, controlled or acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks owned or controlled by such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under federal law;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any such Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

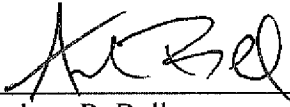
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of This Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

**HARROW HEALTH, INC.  
HARROW IP, LLC**

By:  \_\_\_\_\_

Name: Andrew R. Boll

Title: Chief Financial Officer and Secretary


Address for Notices:  
c/o Harrow Health, Inc.  
102 Woodmont Blvd., Suite 610  
Nashville, TN 37205  
Attn: Andrew R. Boll  
Email: [aboll@harrowinc.com](mailto:aboll@harrowinc.com)


With a copy to:  
Holland & Knight LLP  
511 Union Street, Suite 2700  
Nashville, TN 37219  
Attn: Elle McCulty  
Email: [Elle.McCulty@hklaw.com](mailto:Elle.McCulty@hklaw.com)

Accepted and Agreed:

**OAKTREE FUND ADMINISTRATION, LLC,**  
as Administrative Agent

By: Oaktree Capital Management, L.P.  
Its: Managing Member

By:   
Name: Lindsay Berz  
Title: Managing Director

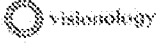

By:   
Name: Mary Gallegly  
Title: Managing Director

Address:  
Oaktree Fund Administration, LLC  
333 S. Grand Avenue, 28<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Oaktree Agency  
Email: oaktreeagency@glas.agency

With a copy to:  
Oaktree Capital Management, L.P.  
333 S. Grand Avenue, 28<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Stephen DeNelsky; Tim Markov  
Email: SDeNelsky@oaktrecapital.com; TMarkov@oaktrecapital.com

## TRADEMARKS

Trademark Registrations and Applications

Mark/Application	Registration No. (or Application No.)	Serial No.	Owner	Jurisdiction
Tri-Moxi Plus		97193506	Harrow IP, LLC	US
KLARITY-CL	6975975 02/07/2023	97193532	Harrow IP, LLC	US
Tri-Moxi+	6975974 02/07/2023	97193465	Harrow IP, LLC	US
EYECARE WITHOUT THE WAITING ROOM		90763415	Harrow IP, LLC	US
VIZICAINE		90510006	Harrow IP, LLC	US
VISIONOLOGY 		90531690	Harrow IP, LLC	US
GLAUCOMARX		88958473	Harrow IP, LLC	US
FORTISITE		88935672	Harrow IP, LLC	US
TEXTRX		88865754	Harrow IP, LLC	US
MAXRX PORTAL		90155232	Harrow IP, LLC	US
MAXRX PRESCRIBER PORTAL	6913687 11/29/2022	90155212	Harrow IP, LLC	US
EYE-CARE-AS-A-SERVICE		90108967	Harrow IP, LLC	US
MAXRX		90155225	Harrow IP, LLC	US
AMERICA'S #1 OPTHALMIC PHARMACY		97525916	Harrow IP, LLC	US
HARROW		97549699	Harrow IP, LLC	US
		97549715	Harrow IP, LLC	US
WE'VE GOT A DROP FOR THAT		97555727		US
IHEEZO		97600469	Harrow IP, LLC	US
ATROPINE.COM		97706397	Harrow IP, LLC	US
ATROPINERX.COM		97706419	Harrow IP, LLC	US
TIM-BIM		88706919 (abandoned 2/12/21)	Harrow IP, LLC	US
TIM-DOR-BIM		88706930 (abandoned 2/12/21)	Harrow IP, LLC	US
TIM-BRIM-DOR-BIM		88706940 (abandoned 2/12/21)	Harrow IP, LLC	US
BRIM-DOR	5747816 05/07/2019		Harrow IP, LLC	US
LESSDROPS	4884291 01/12/2016		Harrow IP, LLC	US

GO DROPLESS	5022923 08/16/2016		Harrow Health, Inc. <sup>1</sup>	US
GO DROPLESS and 	4972265 06/07/2016		Harrow IP, LLC	US
IMPRIMIS	5100697 12/13/2016		Harrow Health, Inc. <sup>2</sup>	US
IMPRIMIS	4890492 01/19/2016		Harrow Health, Inc. <sup>3</sup>	US
IMPRIMISRX	4890493 01/19/2016		Harrow Health, Inc. <sup>4</sup>	US
TRIPLE DROP	5083870 11/15/2016		Harrow IP, LLC	US
DROPLESS	5125985 01/17/2017		Harrow IP, LLC	US
DROP-LESS	5423725 03/13/2018		Harrow IP, LLC	US
STERICHECK	5438639 04/03/2018		Harrow IP, LLC	US
COMBINATION DROP THERAPY	5158156 03/07/2017		Harrow IP, LLC	US
PRED-MOXI	5039133 09/13/2016		Harrow IP, LLC	US
DEX-MOXI	5131504 01/31/2017		Harrow IP, LLC	US
IV FREE	5163172 03/14/2017		Harrow IP, LLC	US
IV FREE and Design	5198496 05/09/2017		Harrow IP, LLC	US
LESS DROPS 	5091225 11/29/2016		Harrow IP, LLC	US
PRED-GATI	5342159 11/21/2017		Harrow IP, LLC	US
PRED-GATI-NEPAF	5342160 11/21/2017		Harrow IP, LLC	US
PRED-GATI-BROM	5505056 06/26/2018		Harrow IP, LLC	US
PRED-NEPAF	5342161 11/21/2017		Harrow IP, LLC	US
TIM-LAT	5542813 08/14/2018		Harrow IP, LLC	US
TIM-BRIM-DOR	5505057 06/26/2018		Harrow IP, LLC	US
TIM-BRIM-DOR-LAT	5505058 06/26/2018		Harrow IP, LLC	US
DEX-MOXI-KETOR	5587077 10/16/2018		Harrow IP, LLC	US
SIMPLE DROPS	5716196 04/02/2019		Harrow IP, LLC	US
TOTAL TEARS	5638938 12/25/2018		Harrow IP, LLC	US
PHARMAPACK	6463822 08/24/2021		Harrow IP, LLC	US

<sup>1</sup> To be transferred to Harrow IP, LLC

<sup>2</sup> To be transferred to Harrow IP, LLC


<sup>3</sup> To be transferred to Harrow IP, LLC

<sup>4</sup> To be transferred to Harrow IP, LLC



KLARITY DROPS	5662585 01/22/2019		Harrow IP, LLC	US
GATI-DEX	5562939 09/11/2018		Harrow IP, LLC	US
PRED-BROM	5577593 10/02/2018		Harrow IP, LLC	US
TOTAL TEARS and Design	5565048 09/18/2018		Harrow IP, LLC	US
SIMPLE DROPS and Design	5688871 03/05/2019		Harrow IP, LLC	US
KLARITY-C DROPS	5681626 02/19/2019		Harrow IP, LLC	US
HARROW HEALTH, INC.	5875709 10/01/2019		Harrow IP, LLC	US
KLARITY-A	5957054 01/07/2020		Harrow IP, LLC	US
KLARITY-B	5957055 01/07/2020		Harrow IP, LLC	US
KLARITY-C	5957056 01/07/2020		Harrow IP, LLC	US
KLARITY-L	5957058 06/07/2020		Harrow IP, LLC	US
HARROW	6091850 06/30/2020		Harrow IP, LLC	US
PRED-MOXI-NEPAF	5926543 12/03/2019		Harrow IP, LLC	US
MOXI-BROM	6149792 09/08/2020		Harrow IP, LLC	US
VISIONOLOGY	6623080 01/18/2022		Harrow IP, LLC	US
VISIONOLOGY  visionology	6584285 12/07/2021		Harrow IP, LLC	US
TIM-DOR-LAT	5505062 06/26/2018		Harrow IP, LLC	US
PRED-MOXI-BROM	90/106,463 10/19/2021		Harrow IP, LLC	US
HH HARROW HEALTH   INC. and Design	6009739 03/10/2020		Harrow IP, LLC	US
VISIONOLOGY	5226612 06/20/2017		Harrow IP, LLC	US
IOPIDINE	1519501 01/10/1989	73711095	Harrow IP, LLC	US
MOXEZA	3928077 03/08/2011	85032907	Harrow IP, LLC	US
PRED-MOXI-BROM	1579888 01/29/2021		Harrow IP, LLC	WIPO
PRED-MOXI-BROM	1579888 01/29/2021  TMA1149398 11/2/2022		Harrow IP, LLC	CA
EYE-CARE-AS-A- SERVICE	1580809 01/29/2021		Harrow IP, LLC	CA
SUJA ALUM PHARMD, M.S., M.B.A. I MADE THIS MEDICINE JUST FOR YOU! YOUR IMPRIMSRX	A0103366 05/21/2021		Harrow IP, LLC	WIPO




PHARMACIST and Design				
FORTISITE	TMA1139842 08/24/2022		Harrow IP, LLC	CA
CIRCLE OF CARE	1642166 12/8/2020		Harrow IP, LLC	WIPO
MAXRX	TMA1143021 09/21/2022		Harrow IP, LLC	CA
MAXRX PORTAL	TMA1143019 09/21/2022		Harrow IP, LLC	CA
EYECARE WITHOUT THE WAITING ROOM	App. No. 2154645 11/11/2021		Harrow IP, LLC	CA
GLAUCOMARX	App. No. 2078969 12/08/2020  IR1571170		Harrow IP, LLC	CA
VISICLOR		2181611	Harrow IP, LLC	CA
KLARITY-CL		2181568	Harrow IP, LLC	CA
TRI-MOXI+		2181561	Harrow IP, LLC	CA
TRI-MOXI PLUS		2181562	Harrow IP, LLC	CA
DEFEAT IC	TMA995,199 04/25/2018		Harrow IP, LLC	CA
DROPLESS CATARACT SURGERY	TMA951,934 10/12/2016		Harrow IP, LLC	CA
GO DROPLESS and Design	TMA970,294 05/09/2017		Harrow IP, LLC	CA
IMPRIMIS PHARMACEUTICALS	TMA973,492 06/14/2017		Harrow IP, LLC	CA
WE MADE THIS MEDICINE JUST FOR YOU! YOUR IMPRIMISRX PHARMACIST and Design	1575941 12/17/2020		Harrow IP, LLC	WIPO
WE MADE THIS MEDICINE JUST FOR YOU! YOUR IMPRIMISRX PHARMACIST and Design	1575941 12/17/2020		Harrow IP, LLC	WIPO
WE MADE THIS MEDICINE JUST FOR YOU! IMPRIMIS RX and Design	1575941 12/17/2020		Harrow IP, LLC	WIPO
FORTISITE	1566773 11/20/2020  Designated in Canada 2073636		Harrow IP, LLC	WIPO
JOINMYCARE	App. No. 2099640 02/08/2020  IR 1586268		Harrow IP, LLC	CA
PRED-MOXI-BROM	1579888 01/29/2021		Harrow IP, LLC	WIPO
EYE-CARE-AS-A-SERVICE	1580809 01/29/2021		Harrow IP, LLC	WIPO

MAXRX	1581595 02/04/2021		Harrow IP, LLC	WIPO
MAXRX PRESCRIBER PORTAL	1596318 02/04/2021 TMA1143031 9/21/2022		Harrow IP, LLC	CA
MAXRX PORTAL	1580377 01/29/2021		Harrow IP, LLC	WIPO
CORRECT COMPOUND	5293114 09/19/2017		Harrow IP, LLC	US
	5470969 05/15/2018		Harrow IP, LLC	US
DROPLESS CATARACT SURGERY	App. No. 97784367 02/07/2023		Harrow IP, LLC	US
HARROW EYE LLC	App. No. 97626746 10/11/2022		Harrow IP, LLC	US
IZANZA	App. No. 97398616 05/06/2022		Harrow IP, LLC	US
PPS-DR <sup>5</sup>	5134795 01/31/2017		Harrow IP, LLC	US
PRED-KETOR <sup>6</sup>	5117425 01/10/2017		Harrow IP, LLC	US
PRED-MOXI-KETOR <sup>7</sup>	5117424 01/10/2017		Harrow IP, LLC	US
TIM-BIM	App No. 97740242 01/03/2023		Harrow IP, LLC	US
TIM-DOR-BIM	App No. 97740234 01/03/2023		Harrow IP, LLC	US
IMPRIMIS LESSDROPS	1773710 05/30/2016		Harrow IP, LLC	AU
DROPLESS CATARACT THERAPY	909646805 11/21/2017		Harrow IP, LLC	BR
DROPLESS THERAPY	909646880 11/21/2017		Harrow IP, LLC	BR
LESSDROPS	909646740 11/21/2017		Harrow IP, LLC	BR
SSP TECHNOLOGY	910227870 12/26/2017		Harrow IP, LLC	BR
CIRCLE OF CARE	App. No. 2163594 12/08/2020		Harrow IP, LLC	CA
CLOROVIS	App. No. 2181600 04/26/2022		Harrow IP, LLC	CA
DROPLESS CATARACT THERAPY	TMA953736 10/28/2016		Harrow IP, LLC	CA
DROPLESS THERAPY	TMA953734		Harrow IP, LLC	CA

<sup>5</sup> Harrow intends for this to expire on July 31, 2023.

<sup>6</sup> Harrow intends for this to expire on July 10, 2023.

<sup>7</sup> Harrow intends for this to expire on July 10, 2023.

	10/28/2016			
EYE-CARE-AS-A-SERVICE	TMA1149389 11/2/2022		Harrow IP, LLC	CA
LESSDROPS	TMA953735 10/28/2016		Harrow IP, LLC	CA
SSP TECHNOLOGY	App. No. 1740909 08/07/2015		Harrow IP, LLC	CA
Suja Alum PharmD, M.S., M.B.A. I made this medicine just for you! Your ImprimisRx pharmacist 	TMA1148244 10/26/2022		Harrow IP, LLC	CA
VISIONBOX	App. No. 2113015 01/15/2021		Harrow IP, LLC	CA
DROPLESS THERAPY	1200046 03/22/2016		Harrow IP, LLC	Chile
LESSDROPS	1200044 03/22/2016		Harrow IP, LLC	Chile
IMPRIMIS DROPLESS CATARACT SURGERY	15765142 01/09/2017		Harrow IP, LLC	EU
IMPRIMIS DROPLESS CATARACT THERAPY	15477938 10/31/2016		Harrow IP, LLC	EU
IMPRIMIS LESSDROPS	15477912 10/28/2016		Harrow IP, LLC	EU
America's #1 Ophthalmic Pharmacy	App. No. A0130335		Harrow IP, LLC	WIPO
HARROW	App. No. A0132002		Harrow IP, LLC	WIPO
HARROW EYE LLC	App. No. A0132006		Harrow IP, LLC	WIPO
HARROW YOUR PATIENTS. OUR PURPOSE.	App. No. A0132004		Harrow IP, LLC	WIPO
IHEEZO	App. No. A0132005		Harrow IP, LLC	WIPO
Suja Alum PharmD, M.S., M.B.A. I made this medicine just for you! Your ImprimisRx pharmacist 	1591869 12/17/2020		Harrow IP, LLC	WIPO
VISIONBOX	1595762 01/15/2021		Harrow IP, LLC	WIPO
Visionology  visionology	1616879 07/29/2021		Harrow IP, LLC	WIPO

	Designated in Canada 2138349 07/29/2021			
VIZICAINE	1606915 06/08/2021  Designated in Canada 2126702 06/08/2021		Harrow IP, LLC	WIPO
IMPRIMIS DROPLESS CATARACT SURGERY	UK00915765142 01/09/2017		Harrow IP, LLC	UK
IMPRIMIS DROPLESS CATARACT THERAPY	UK00915477938 10/31/2016		Harrow IP, LLC	UK
IMPRIMIS LESSDROPS	UK00915477912 10/28/2016		Harrow IP, LLC	UK