

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harrow IP, LLC		08/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Administrative Agent		
Street Address:	333 S. Grand Avenue, 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2855325	FRESHKOTE	
Registration Number:	1960827	VEXOL	
Registration Number:	6569765	HYDRELLA	
Registration Number:	6494126	XANGEN	
Registration Number:	5814137	EYEVANCE PHARMACEUTICALS	
Registration Number:	1182659	NATACYN	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	074232-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/18/2023		

OP \$165.00 2855325

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY
AGREEMENT
(First Supplemental Filing)

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2023 (“*Supplemental Trademark Security Agreement*”), made by each of the signatories hereto (“*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*”).

WHEREAS, pursuant to the Security Agreement (as defined below), Trademark Grantors granted a security interest in certain property, including certain trademark collateral set forth on Schedule I attached hereto, of the Trademark Grantors to the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the parties thereto recorded that certain Trademark Security Agreement, dated as of March 27, 2023 (the “*Trademark Security Agreement*”) with the United States Patent and Trademark Office at reel/frame 8026/0986;

WHEREAS, since the date of the Trademark Security Agreement, Trademark Grantors have acquired the additional Trademarks that are set forth on Schedule I attached hereto; and

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 Supplemental Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement).

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 Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement.

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


This Supplemental Trademark Security Agreement may be executed by one or more of the parties to this Supplemental 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 Supplemental Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this SUPPLEMENTAL 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

With a copy to:
Holland & Knight LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attn: Elle McCulty
Email: Elle.McCulty@hkllaw.com

Accepted and Agreed:
OAKTREE FUND ADMINISTRATION, LLC,
as the Administrative Agent

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

By: Mary Gallegly
Name: Mary Gallegly
Title: Managing Director

By: [Signature]
Name: Matthew Stewart
Title: Managing Director

Schedule I to Supplemental Trademark Security Agreement (First Supplemental Filing)

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
FRESHKOTE	5	78231627 3/29/2003	2855325 6/15/2004	Harrow IP, LLC
VEXOL	5	74/479,305 1/13/1994	1960827 3/5/1996	Harrow IP, LLC
HYDRELLA	5	88359282 3/27/2019	6569765 11/23/2021	Harrow IP, LLC
XANGEN	5	88763590 1/17/2020	6494126 9/21/2021	Harrow IP, LLC
EYEVANCE PHARMACEUTICALS	5	87584990 8/26/2017	5814137 7/23/2019	Harrow IP, LLC
NATACYN	5	73243184 12/17/1979	1182659 12/22/1981	Harrow IP, LLC