TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM872632

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	11/01/2019	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imprimis Pharmaceuticals, Inc.		01/23/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Harrow IP, LLC
Street Address:	102 Woodmont Blvd.
Internal Address:	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:	4890492	IMPRIMIS	
Registration Number:	4890493	IMPRIMISRX	

CORRESPONDENCE DATA

Fax Number: 3142311776

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: (314) 863-0800

lwolfgram@polsinelli.com, jdesilva@polsinelli.com, Email:

ssthomas@polsinelli.com

Correspondent Name: Laila S. Wolfgram Address Line 1: PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	109554672583	
NAME OF SUBMITTER:	Laila S. Wolfgram	
SIGNATURE:	/laila s. wolfgram/	
DATE SIGNED:	01/31/2024	

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated January 23, 2024, but *nunc pro tunc* with an effective date of November 1, 2019, is made between Imprimis Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), and Harrow IP, LLC, a Delaware limited liability company ("Assignee"). The Assignor and Assignee are referred to from time to time herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor was the owner of trademarks listed in Schedule A (the "Trademarks");

WHEREAS, Assignor assigned to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, effective as of November 1, 2019;

WHEREAS, this Assignment is executed to reflect that Assignee was assigned all right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, worldwide;

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 and confirm as follows:

- 1. Assignment. Assignor does hereby sell, assign, transfer, and set over to Assignee *nunc pro tunc* effective as of November 1, 2019, the Assignor's entire right, title, and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties, or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. <u>Further Assurances</u>. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to carry out the intent of this Assignment.
- 3. <u>Waivers</u>. A waiver of any breach of any of the provisions of this Assignment shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

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5. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

The Parties have caused this Assignment to be signed and executed by their respective undersigned officers thereunto duly authorized on the date first written above.

ASSIGNOR

ASSIGNEE

Imprimis Pharmaceuticals, Inc., a Delaware Corporation Harrow IP, LLC, a Delaware Limited Liability Company

DONNIS SARADETT Title: CHER SOLENITIFIE OFFICED

SCHEDULE A

Mark	Country	Reg. No.	Reg. Date
IMPRIMIS	US	4,890,492	Jan. 19, 2016
IMPRIMISRX	US	4,890,493	Jan. 19, 2016

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RECORDED: 01/31/2024