

900471257 10/24/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus Laboratories, Inc.		09/07/2018	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	Eyevance Pharmaceuticals LLC		
Street Address:	777 Taylor Street		
Internal Address:	Suite 1050		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE Limited Liability Company		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2855325	FRESHKOTE	
Serial Number:	87399098	KLEERKOTE	
Serial Number:	87399116	CLEARKOTE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3016107634		
Email:	rhe@epsteingerken.com		
Correspondent Name:	Robert H Epstein		
Address Line 1:	14006 GLEN MILL ROAD		
Address Line 4:	ROCKVILLE, MARYLAND 20850		
NAME OF SUBMITTER:	Robert h. epstein		
SIGNATURE:	/robert h epstein/		
DATE SIGNED:	10/24/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Trademark Assignment*") is made and entered into as of September 7, 2018, by and between **Focus Laboratories, Inc.**, an Arkansas corporation having its principal address at 11205 Richardson Drive, North Little Rock, Arkansas 72113 ("*Assignor*"), and **Eyevance Pharmaceuticals LLC**, a Delaware limited liability company having its principal address at 777 Taylor Street, Suite 1050, Ft. Worth, Texas 76102 ("*Assignee*" and, together with Assignor, the "*Parties*" and each, a "*Party*").

RECITALS

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated September 7, 2018 (the "*Purchase Agreement*"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee its entire right, title and interest in, to and under the trademarks (the "*Marks*") set forth on the attached Schedule 1, together with the goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Marks set forth on Schedule 1, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the Marks.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Marks or for the performance by Assignor of any of its obligations hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Focus Laboratories, Inc.

Eyevance Pharmaceuticals LLC

By: Patrick H. Witham

By: _____

Name: Patrick H. Witham

Name: _____

Title: CEO

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Focus Laboratories, Inc.

Eyevance Pharmaceuticals LLC

By: _____

By: Jerry St. Peter

Name: _____

Name: JERRY ST. PETER

Title: _____

Title: CEO

[Signature Page to Trademark Assignment]

SCHEDULE I

1. US Marks

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
FreshKote	US	78231627	03/29/2003	2855325	06/15/2004
KleerKote	US	87399098	04/05/2017	N/A	N/A
ClearKote	US	87399116	04/05/2017	N/A	N/A

Miscellaneous Statement

Infinium Holdings, LLC is the Applicant/Owner of Trademark Applications SN 87/399,098, for registration of KlearKote, and SN 87/399,116, for registration of ClearKote, both applications filed under Section 1051 of the Lanham Act, 15 U.S.C. Section 1051(b)(1), bona file intention to use trademark. Focus Laboratories, Inc. is an affiliate of Infinium Holdings, LLC.

The Trademark Assignment document currently being submitted herewith for recording references an Asset Purchase Agreement dated September 7, 2018 wherein Focus Laboratories, Inc. and its Affiliates (i.e. Infinium Holdings, LLC) sell the KlearKote and ClearKote trademarks and the registration applications therefor to Eyevance Pharmaceuticals LLC along with the portion of Focus Laboratories, Inc.'s business relating to a lubricant eyedrop product inclusive of the preserved and preservative-free formulations currently sold under the trademark FreshKote, also assigned in the Trademark Assignment document currently being submitted for recording including the goodwill associated therewith.