

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545198

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|---|--|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NOVARTIS AG | | 10/15/2019 | Corporation: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | EYEVANCE PHARMACEUTICALS LLC | | |
| Street Address: | 777 Taylor Street, Suite 1050 | | |
| City: | Fort Worth | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76102 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1182659 | NATACYN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7037161180 | | |
| <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: | 703-716-1191 | | |
| Email: | eteas@gbpatent.com | | |
| Correspondent Name: | Jeffrey H. Handelsman | | |
| Address Line 1: | Greeblum & Bernstein, P.L.C. | | |
| Address Line 2: | 1950 Roland Clarke Place | | |
| Address Line 4: | Reston, VIRGINIA 20191-1411 | | |
| NAME OF SUBMITTER: | Attorney for Assignee, MD Bar (T59033) | | |
| SIGNATURE: | /Jeffrey H. Handelsman/ | | |
| DATE SIGNED: | 10/15/2019 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 1182659

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made the 15th day of October, 2019 (this "Assignment").

BETWEEN:

- (1) NOVARTIS AG, a company organized under the laws of Switzerland and located at Forum 1, Novartis Campus, 4056 Basel, Switzerland (the "Assignor")

AND

- (2) Eyevance Pharmaceuticals LLC, a company organized under the laws of Delaware and located at 777 Taylor Street, Suite 1050, Fort Worth, Texas 76102 USA. (the "Assignee").

WHEREAS:

(A) This Assignment is entered into pursuant to an Asset Purchase Agreement dated October 15, 2019 between the Assignor and Affiliates of Assignor, and Assignee (the "APA").

(B) The Assignor is the registered proprietor of the trademarks listed in Schedule A to this Assignment (the "Transferred Trademarks").

(C) The Assignor has agreed to assign all rights that it owns in any of the Transferred Trademarks to the Assignee together with the goodwill of the transferred business symbolized by the Transferred Trademarks.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used, but not otherwise defined, in this Assignment shall have the meaning given to them in the APA.

2. ASSIGNMENT

2.1 In consideration of the payment made in terms of the APA, the Assignor hereby assigns to the Assignee all of its rights, title and interest in and to the Transferred Trademarks together with the goodwill of the transferred business symbolized by the Transferred Trademarks, 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 the Transferred Trademarks.

2.2 This Assignment is executed for the purposes of evidencing and confirming the transfer of the Transferred Trademarks to the Assignee as provided in the APA. Nothing contained in this Assignment is intended to modify any of the provisions of the APA as they relate to the Transferred Trademarks,

including any of the representations, warranties, covenants or indemnities set forth in the APA. In the event of any conflict between this Assignment and the APA, the APA shall prevail.

2.3 The Assignor further agrees, as may be requested from time to time by the Assignee, to promptly execute all documents, papers, forms and authorizations that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Transferred Trademarks.


3. GOVERNING LAW AND JURISDICTION; WAIVER OF JURY TRIAL

This Assignment shall be governed by and construed under the Laws of the State of New York, without giving effect to the conflict of laws provision thereof. Any claim or dispute arising out of or relating to this Assignment that cannot be resolved amicably between the Parties within thirty (30) days after the controversy has arisen shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York, so long as it shall have subject matter jurisdiction over such claim or dispute and otherwise the state courts located in the State of New York. Each Party irrevocably agrees and consents to the jurisdiction of the courts set forth in this Clause 3 and waives any objection it may have to the venue of such courts, including with respect to the convenience of the forum and jurisdiction. Each of the Parties agrees not to commence any action, suit, or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any action or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts described herein for any reason; (b) that it or its property is exempt or immune from jurisdiction of any such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise); and (c) that (i) the suit, action, or proceeding in any such court is brought in an inconvenient forum; (ii) the venue of such suit, action, proceeding is improper; or (iii) this Assignment, or the subject matter hereof, may not be enforced in or by any such courts. m any legal process commenced in or by any such courts. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

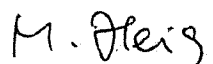
[signature page follows]

IN WITNESS WHEREOF this Trademark Assignment has been executed by or on behalf of the parties on the date first above written.

Signed by)
for and on behalf of)
NOVARTIS AG)


Thierry Droz-Georget
Exec. Dir. Global Divestment &
Out-licensing IM

Signed by)
for and on behalf of)
NOVARTIS AG)

 (MARLOFLEIG)
M. Fleig
Director of Finance

Signed by)
for and on behalf of)
Eyevance Pharmaceuticals LLC)

IN WITNESS WHEREOF this Trademark Assignment has been executed by or on behalf of the parties on the date first above written.

Signed by)
for and on behalf of) _____
NOVARTIS AG)

Signed by)
for and on behalf of) _____
NOVARTIS AG)

Signed by)
for and on behalf of) *Jerry St. Peter*
Eyevance Pharmaceuticals LLC) JERRY St. Peter, CEO

Schedule A

TRADEMARKS

TO BE ASSIGNED/TRANSFERRED

Product / Trade Name: NATACYN

| Trademark | Country | Filing Type | Class | Current Status | Filing Dates | Filing Number | Registration Date | Registration Number | Next Renewal Due | Legal Owner | Comment |
|----------------------|--------------------------|-------------|-------|----------------------------|--------------|---------------------|-------------------|---------------------|------------------|-------------|---|
| NATACYN & in Chinese | China | NF | 5 | Renewal | 30 Dec 1999 | 159449 | 07 Mar 2001 | 1533819 | 06 Mar 2021 | Novartis AG | |
| NATACYN | United States of America | NF | 5 | Renewal | 17 Dec 1979 | 73243184 | 22 Dec 1981 | 1182659 | 22 Dec 2021 | Novartis AG | |
| NATACYN | European Union | CM | 5 | Renewal | 31 Oct 2003 | 003521259 | 04 Feb 2005 | 003521259 | 31 Oct 2023 | Novartis AG | |
| NATACYN | Guatemala | NF | 5 | Renewal | 03 Oct 1988 | 1988-5383 | 16 Nov 1989 | 59868 | 15 Nov 2019 | Novartis AG | |
| NATACYN | Australia | NF | 5 | Renewal | 02 Jul 2007 | 1184888 | 02 Jul 2007 | 1184888 | 02 Jul 2027 | Novartis AG | |
| NATACYN | Thailand | NF | 5 | Renewal | 04 Apr 2007 | 657727 | 04 Apr 2007 | Kor274112 | 03 Apr 2027 | Novartis AG | |
| NATACYN | Malaysia | NF | 5 | Renewal | 20 Apr 2007 | 2007/07124 | 20 Apr 2007 | 2007-07124 | 20 Apr 2027 | Novartis AG | |
| NATACYN | Argentina | NF | 5 | Renewal | 20 Feb 2004 | 2496256/ 3339207 | 28 Feb 1994 | 1985127/ 2705739 | 14 Jul 2024 | Novartis AG | |
| NATACYN | Colombia | NF | 5 | Renewal | 09 Nov 2000 | 85147 | 22 Nov 2001 | 262295 | 22 Nov 2021 | Novartis AG | |
| NATACYN | Mauritius | NF | 5 | Registration | 04 Oct 2017 | MU/M/2017/ 25926 | 05 Feb 2018 | 23419/2018 | 04 Oct 2027 | Novartis AG | |
| NATACYN | Vietnam | NF | 5 | Publication of Application | 02 May 2008 | 4-2008- 09258 | | | | Novartis AG | *Trademark application NATACYN No. 4-2008-09258 filed on May 02, 2008 is still pending based on the filed appeal of Novartis AG against the citation from the registrar based on NATACINA vs. NATACYN |
| NATACYN | Uruguay | NF | 5 | Filed/pending | 03 oct 2019 | 508652 | | | | Novartis AG | |