

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eyevance Holdings LLC		10/13/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amber Ophthalmics Inc.		
<b>Street Address:</b>	1055B Powers Place, 2nd Floor		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3490217	NEXAGON	
<b>Serial Number:</b>	88303588	VISOVANQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	703-716-1191		
<b>Email:</b>	eteas@gbpatent.com		
<b>Correspondent Name:</b>	Jeffrey H. Handelsman		
<b>Address Line 1:</b>	Greenblum & Bernstein, P.L.C.		
<b>Address Line 2:</b>	1950 Roland Clarke Place		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191-1411		
<b>NAME OF SUBMITTER:</b>	Jeffrey H. Handelsman, MD Bar		
<b>SIGNATURE:</b>	/Jeffrey H. Handelsman/		
<b>DATE SIGNED:</b>	10/14/2020		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (“Trademark Assignment”) is made and entered into as of October 13, 2020 (the “Effective Date”), by and between **Eyevance Holdings LLC**, a Delaware limited liability company located at 1055B Powers Place, Alpharetta, Georgia 30009 (“Assignor”), and **Amber Ophthalmics Inc.**, a Delaware corporation located at 1055B Powers Place, 2<sup>nd</sup> Floor, Alpharetta, GA 30009 (“Assignee” and, together with Assignor, the “Parties” and each, a “Party”).

**WHEREAS**, Assignor is the owner of the trademarks set forth on the attached Schedule 1 (the “Marks”) including all goodwill associated therewith, common law rights and registrations therefor; and

**WHEREAS**, Assignee desires to acquire the rights, title and all interest in said Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. ASSIGNMENT.** Assignor hereby 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 the attached Schedule 1, including all common law rights, 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.
- 2. AUTHORIZATION; FURTHER ASSURANCES.** Assignor hereby agrees, without further consideration, to execute and deliver such instruments of transfer and take such actions as Assignee or its counsel may reasonably request in order to put Assignee in possession of, and to vest in Assignee, title to the Marks in accordance with this Trademark Assignment; and Assignor, on behalf of itself, affiliates, successors, assigns and legal representatives, hereby authorizes the U.S. Patent and Trademark Office and any other governmental agency in the world to record Assignee or any of its affiliates as the owner or beneficial owner of the Marks, and to issue all applications and registrations for the foregoing, to be in the name of Assignee or its affiliates, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment.
- 3. FILE TRANSFER.** Promptly following the Effective Date, Assignor will transfer to Assignee any files for the Marks in either electronic or paper form, as applicable for each file.

[Signatures on following page]

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**

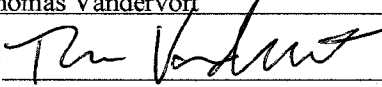
**ASSIGNEE**

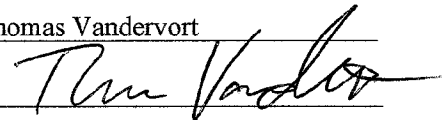
**Eyevance Holdings LLC**

**Amber Ophthalmics Inc.**

Name: Thomas Vandervort

Name: Thomas Vandervort

Signature: 

Signature: 

Title: Manager

Title: Chief Executive Officer

**SCHEDULE 1**

- (1). U.S. Trademark "NEXAGON"  
Serial Number: 78,602,587  
Filing Date: 4/5/2005  
Registration Number: 3490217  
Registration Date: 8/19/2008
  
- (2). U.S. Trademark "VISOVANQ"  
Serial Number: 88,303,588  
Filing Date: 2/15/2019