

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706372

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		12/17/2021	Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Harrow Health, Inc.		
Street Address:	102 Woodmont Blvd.		
Internal Address:	Suite 610		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37205		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1519501	IOPIDINE	
Registration Number:	3928077	MOXEZA	
CORRESPONDENCE DATA			
Fax Number:	6186559640		
<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:	3148898000		
Email:	rendsley@polsinelli.com		
Correspondent Name:	POL SINELLI PC		
Address Line 1:	105 West Vandalia Street		
Address Line 2:	Suite 400		
Address Line 4:	Edwardsville, ILLINOIS 62025		
ATTORNEY DOCKET NUMBER:	109554-716136		
NAME OF SUBMITTER:	Rebecca L. Endsley, Paralegal		
SIGNATURE:	/Rebecca L. Endsley/		
DATE SIGNED:	02/03/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Agreement**”), is made as of this 17 day of December, 2021, by and between Novartis AG, a company organized under the laws of Switzerland (“**Assignor**”) and Harrow Health, Inc., a corporation formed under the laws of Delaware and located at 102 Woodmont Blvd. Suite 610, Nashville, TN 37205 (“**Assignee**”). Assignor and Assignee are each referred to individually as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Assignee and two Affiliates of Assignor (namely Novartis Technology LLC and Novartis Ophthalmics AG), have entered into that certain Asset Purchase Agreement, dated as of 17 December, 2021 (the “**Asset Purchase Agreement**”), which contemplates, among other things, Assignor transferring, and conveying to Assignee the Transferred Trademarks;

WHEREAS, in accordance with the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor desires to transfer and convey to Assignee, and Assignee desires to receive from Assignor, the Transferred Trademarks;

WHEREAS, Assignor is the registered owner of the Transferred Trademarks (listed on Schedule A to this Agreement); and

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

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements contained herein and in the Asset Purchase Agreement and other Ancillary Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms, whenever used herein, including the Recitals hereto, shall have the meanings set forth herein for all purposes of this Agreement, or, if not defined herein, shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Transferred Trademarks. In consideration of the payment of the Purchase Price and the assumption of the Assumed Liabilities and in accordance with the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s rights, title and interest in and to the Transferred Trademarks, including, (a) any goodwill associated therewith, (b) any renewals and extensions of the Transferred Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, and (c) all rights to sue and otherwise bring actions for infringement, misappropriation, dilution, or other violation of any Transferred Trademarks, whether arising prior to or subsequent to the date of this Assignment, and to recover any damages collected thereby.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, to issue any and all Transferred Trademarks to Assignee, its successors

and assigns, in accordance with the terms of this Agreement. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Transferred Trademarks. Assignee shall have the right to record this Agreement with all applicable government authorities and registrars in the Territory so as to perfect its ownership of the Transferred Trademarks.

4. Relationship to Asset Purchase Agreement. This Agreement has been executed and delivered for the purposes of evidencing and confirming the transfer of the Transferred Trademarks to Assignee pursuant to, and is subject to and shall be governed by the terms and conditions of, the Asset Purchase Agreement. Nothing in this Agreement is intended to or shall be deemed to amend, expand, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of any party under the Asset Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

5. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted assignees or their respective successors.

7. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

8. Amendment and Waiver. No provision of this Agreement may be waived, amended or modified except by an instrument in writing signed by each of the Parties.

9. Governing Law and Jurisdiction. This Agreement and any claim or controversy hereunder 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 Agreement 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 Section 9 and waives any objection it may have to the venue of such courts, including with respect to the convenience of the forum and jurisdiction.

10. WAIVER OF JURY TRIAL. Section 11.11 of the Asset Purchase Agreement shall apply to this Agreement *mutatis mutandis*, as if fully set forth herein.

11. Further Assurances. Each of Assignor and Assignee shall (or, if appropriate, shall cause its applicable Affiliates to) execute and deliver such other documents, certificates, instruments, conveyances and assurances and take such further actions that may be reasonably necessary, proper or advisable (including without limitation the execution, acknowledgement, and recordation of specific applications, assignments, declarations, oaths, affidavits, powers of attorney, and any other documents on a jurisdiction-by-jurisdiction basis) for securing, completing or vesting in Assignee full right, title, and interest in and

to the Transferred Trademarks or otherwise perfecting, sustaining or enforcing the Transferred Trademarks.

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IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date first above written.

ASSIGNEE:

Harrow Health, Inc.

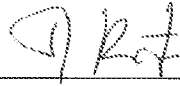
By: _____

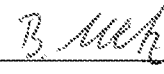
Name: *Mark C. Brown*

Title: *CEO*

ASSIGNOR:

NOVARTIS AG

By: 
Name: Martine Roth.
Title: Signature
Authorized

By: 
Name:
Title: **Barbara Metz-Garcia Vizcete**
Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

MARK	IOPIDINE
CLASS	5
COUNTRY	US
FILING TYPE	NF
FILING DATE	16 February 1988
FILING NUMBER	73711095
REGISTRATION DATE	10 January 1989
REGISTRATION NUMBER	1519501
NEXT RENEWAL DUE DATE	10 January 2029
LEGAL OWNER	Novartis AG
REGISTERED OWNER	Novartis AG

MARK	MOXEZA
CLASS	5
COUNTRY	US
FILING TYPE	NF
FILING DATE	7 May 2010
FILING NUMBER	85032907
REGISTRATION DATE	8 March 2011
REGISTRATION NUMBER	3928077
NEXT RENEWAL DUE DATE	8 March 2031
LEGAL OWNER	Novartis AG
REGISTERED OWNER	Novartis AG