

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM161628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eyevance Holdings LLC		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Amber Ophthalmics, Inc.		
Street Address:	6020 Cornerstone Ct. W.		
Internal Address:	Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90172165	AMBER OPHTHALMICS INC.	
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:	(202)4695558		
Email:	andrea.simonich@hklaw.com,pt-docketing@hklaw.com		
Correspondent Name:	Andrea Simonich		
Address Line 1:	800 17th Street N.W., Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	171551.00004		
NAME OF SUBMITTER:	ANDREA SIMONICH		
SIGNATURE:	ANDREA SIMONICH		
DATE SIGNED:	02/29/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”), dated as of February 29, 2024, is by and between Eyevance Holdings LLC, a Delaware limited liability company, (“Assignor”), and Amber Ophthalmics, Inc., a Delaware corporation, with principal offices at 6020 Cornerstone Ct. W. Suite 100, San Diego, CA 92121 (“Assignee” and, together with Assignor, the “Parties” and each, a “Party”).

WHEREAS, Assignor and Assignee desire to enter into this Trademark Assignment to further evidence the assignment to Assignee of Assignor’s entire worldwide right, title and interest in and to the trademarks provided on Schedule 1 attached hereto (the “Assigned Trademarks”).

WHEREAS, the Assigned Trademarks pertain to the portion of the business of Assignor intended to be conducted by Assignee upon and after Assignee’s formation as a wholly owned corporate subsidiary of Assignor, and to which Assignee is a successor pursuant to that certain Contribution Agreement, dated as of October 13, 2020, between the Parties (“Contribution Agreement”).

NOW, THEREFORE, for good and valuable consideration, as provided in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1.1 Assignment. Assignor hereby irrevocably sells, assigns, transfers, delivers and conveys to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor all of Assignor’s right, title and interest in and to the Assigned Trademarks together with all (i) registrations, applications, extensions, and renewals of any of the foregoing, (ii) the goodwill of the business symbolized by and associated therewith, and (iii) rights and remedies under the Assigned Trademarks (A) for past, present, and future infringement, dilution or unauthorized use of any of the foregoing (including the right to sue and recover damages and obtain other equitable relief), (B) to collect future royalties and other payments thereunder, and (C) to apply for, register, maintain and defend such Assigned Trademarks. Assignor makes no explicit or implicit representations or warranties as to the registrability of the Assigned Trademarks.
- 1.2 Recording Assignment. Assignor hereby authorizes and requests the Commissioner for the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record this Trademark Assignment so as to perfect and evidence Assignee’s ownership of the Assigned Trademarks filed or registered in such jurisdiction.
- 1.3 No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Trademark Assignment.
- 1.4 Execution and Delivery. Signatures to this Trademark Assignment transmitted by facsimile transmission, by electronic mail in “portable document format” from, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a

document, will have the same effect as physical delivery of the paper document bearing the original signatures. This Trademark Assignment has been executed in the English language. If this Trademark Assignment is translated into another language, the English language text shall in any event prevail.

- 1.5 General Provisions. This Trademark Assignment will be governed by the laws of the State of Delaware, irrespective of conflicts of law principles. This Trademark Assignment may only be amended, modified or supplemented by written agreement of the Parties hereto.

[Signature page follows.]

[TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 008357 FRAME: 0824

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the date first written above.

Eyevance Holdings LLC

DocuSigned by:
By: Thomas Vandervort
Name: Thomas Vandervort
Title: Manager

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 008357 FRAME: 0825

SCHEDULE 1
Assigned Trademarks

Mark	Country	Application Number	Application Date	Owner
AMBER OPHTHALMICS INC.	USA	90172165	10-Sep-2020	EYEVANCE HOLDINGS LLC

[SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT]