

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4338563

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AERIE PHARMACEUTICALS, INC.	12/28/2016
RECEIVING PARTY DATA		
Name:	AERIE DISTRIBUTION, INC.	
Street Address:	4301 EMPEROR BOULEVARD, SUITE 400	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27703	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	14944101	
PCT Number:	US2015061177	
Application Number:	62382237	
Patent Number:	8450344	
Patent Number:	9096569	
Patent Number:	8394826	
Patent Number:	9415043	
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<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:	(414)271-6560	
Email:	dahouser@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
Address Line 1:	100 EAST WISCONSIN AVENUE	
Address Line 2:	SUITE 3300	
Address Line 4:	MILWAUKEE, WISCONSIN 53202-4108	
NAME OF SUBMITTER:	CHARLENE L. YAGER	
SIGNATURE:	/charlene l. yager/	
DATE SIGNED:	03/27/2017	

Total Attachments: 15

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**PATENT ASSIGNMENT AND RECORDATION ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT OF DECEMBER 28, 2016**

This PATENT ASSIGNMENT AND RECORDATION ACKNOWLEDGEMENT ("Agreement") is made and entered into as of March 27, 2017 ("Effective Date") by and between Aerie Pharmaceuticals, Inc., a corporation organized under the laws of the state of Delaware ("Assignor"), and Aerie Distribution, Inc., a corporation organized under the laws of the state of Delaware ("Assignee"), in connection with Assignor's assignment, transfer and conveyance to Assignee of the patent applications and granted patents listed on Schedule A attached to this Agreement ("Schedule A"; collectively "Patent Applications and Granted Patents") pursuant to an Intellectual Property Assignment Agreement between Assignor and Assignee entered into as of December 28, 2016 ("Principal Agreement"; redacted version attached as Exhibit 1).

WHEREAS, under the terms of the Principal Agreement, Assignor has assigned, transferred, and conveyed to Assignee all of Assignor's right, title and interest in and to the Patent Applications and Granted Patents together with all of Assignor's goodwill connected with the use thereof, symbolized thereby, and associated with all registrations thereof, and applications therefor, all rights of priority therefrom and renewals thereof, all royalties, payments or other proceeds now and hereafter due, attributable, or payable with respect thereto, and all causes of action (whether in law or equity) and all rights to sue, counterclaim, and recover for past, present and future infringement, dilution, misappropriation, or other violation thereof; and

WHEREAS, further under the terms of the Principal Agreement, Assignor and Assignee agreed to timely execute and deliver any additional documents and perform all additional acts as are reasonably necessary and appropriate to perfect, record, assure, or otherwise confirm Assignee's right, title, and interest in and to the Patent Applications and Granted Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor has assigned, transferred and conveyed to Assignee all of Assignor's right, title and interest in and to the Patent Applications and Granted Patents, and to the extent not previously assigned by the Principal Agreement, Assignor hereby assigns to Assignee, nunc pro tunc, effective as of December 28, 2016, all of Assignor's right, title and interest in and to the Patent Applications and Granted Patents, together with all goodwill connected with the use thereof, symbolized thereby, and associated with all registrations thereof; all applications therefor; all rights of priority therefrom and renewals thereof; all royalties, payments, or other proceeds now and hereafter due, attributable, or payable with respect thereto; and all causes of action (whether in law or equity), including all rights to sue, counterclaim, and recover, for past, present and future infringement, dilution, misappropriation, or other violation thereof.

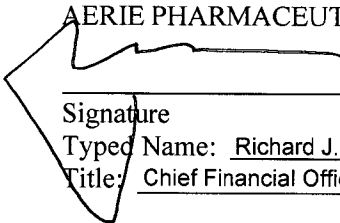
Assignor and Assignee authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement and acknowledge that Assignee will submit this Agreement with Schedule A and Exhibit 1 for such recordation and registration.

[signature pages follow]

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Agreement.

Dated: March 27, 2017

AERIE PHARMACEUTICALS, INC.



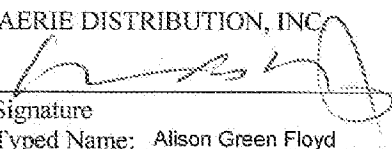
Signature

Typed Name: Richard J. Rubino

Title: Chief Financial Officer

Dated: March 27, 2017

AERIE DISTRIBUTION, INC.



Signature

Typed Name: Alison Green Floyd

Title: President

[Signature Page to Patent Assignment and Recordation Acknowledgment]

Schedule A

[attached]

Title/ Country	Case Type/ Status	Appl. No./ Filing Date	Patent No./ Issue Date
COMBINATION THERAPY Canada	Patent Cooperation Treaty Pending	2905089 9/9/2015	
PROCESS FOR THE PREPARATION OF KINASE INHIBITORS AND INTERMEDIATES THEREOF United States of America	Utility Patent Filing Pending	14/944101 11/17/2015	
PROCESS FOR THE PREPARATION OF KINASE INHIBITORS AND INTERMEDIATES THEREOF Patent Cooperation Treaty	Patent Cooperation Treaty Pending	PCT/US/2015/061177 11/17/2015	
OPHTHALMIC COMPOSITIONS United States of America	Provisional Pending	62/382237 8/31/2016	
BETA- AND GAMMA-AMINO-ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS United States of America	Utility Patent Filing Granted	12/180259 7/25/2008	8450344 5/28/2013
BETA- AND GAMMA-AMINO-ISOQUINOLINE AMIDE COMPOUNDS AND SUBSTITUTED BENZAMIDE COMPOUNDS United States of America	Continuation Granted	14/273895 5/9/2014	9096569 8/4/2015
DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE United States of America	Utility Patent Filing Granted	12/694965 1/27/2010	8394826 3/12/2013
DUAL MECHANISM INHIBITORS FOR THE TREATMENT OF DISEASE Canada	Patent Cooperation Treaty Granted	2760562 10/31/2011	2760562 7/19/2016
COMBINATION THERAPY United States of America	Utility Patent Filing Granted	14/213961 3/14/2014	9415043 8/16/2016

Exhibit 1

[attached]

Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this "Agreement"), is entered into as of December 28, 2016 (the "Effective Date"), by and between Aerie Pharmaceuticals, Inc., a corporation organized under the laws of the State of Delaware ("Aerie Inc."), Aerie Distribution, Inc. a company organized under the laws of the State of Delaware ("Aerie Distribution"), and

Each of Aerie Inc. and Aerie Distribution, is referred to herein as a "Party" and, collectively, the "Parties".

RECITALS

WHEREAS, Aerie Inc. is the current owner of all right, title and interest in and to the NA Aerie IP

WHEREAS, Aerie Inc. desires to assign to Aerie Distribution, and Aerie Distribution desires to accept and obtain from Aerie Inc., all right, title and interest that it has in and to the Aerie IP

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

ARTICLE I. DEFINITIONS

[REDACTED]

**ARTICLE II.
ASSIGNMENT**

2.1 Assignment of Aerie IP. Aerie Inc. hereby assigns, transfers, and conveys to Aerie Distribution, and Aerie Distribution hereby accepts, all of Aerie Inc.'s right, title and interest in and to the Aerie IP, together with all goodwill connected with the use thereof, symbolized thereby, and associated therewith, all registrations thereof and applications therefor, all rights of priority therefrom and renewals thereof, all royalties, payments or other proceeds now or hereafter due, attributable, or payable with respect thereto, and all causes of action (whether in law or in equity) and all rights to sue, counterclaim, and recover for past, present and future infringement, dilution, misappropriation, or other violation thereof (the "IP Assignment").

2.2 [REDACTED]

2.3 Further Assurances. Aerie Inc. and Aerie Distribution shall timely execute and deliver any additional documents and perform all additional acts as are reasonably necessary or appropriate to perfect, record, assure, or otherwise confirm Aerie Distribution's right, title and interest in and to the Aerie IP or otherwise to carry out the intent and purposes of this Agreement.

ARTICLE III.

[REDACTED]

3.1 [REDACTED]

**ARTICLE IV.
MISCELLANEOUS**

4.1 Governing Law; Language. This Agreement shall be governed by and construed and enforced in accordance with the laws of [REDACTED] excluding its conflicts of laws provisions.

4.2 Jurisdiction. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction and venue of [REDACTED] and the Parties consent to the personal and exclusive jurisdiction

and venue of these courts, waive any claim that any such action has been brought in an inconvenient forum, and agree that service of process may be validly made by notice pursuant to Section 4.6.

4.3 Remedies. All remedies, whether under this Agreement, provided by law, or otherwise, shall be cumulative and not alternative.

4.4 Modification. The terms and provisions of this Agreement may not be modified or amended at any time or from time to time without the written agreement of the Parties.

4.5 Waiver. The failure of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

4.6 Notices. Any notice, instruction, or communication required or permitted to be given under this Agreement to any Party shall be in writing and shall be delivered by personal delivery or recognized commercial courier (e.g., FedEx) addressed to such Party at the address set forth below, or to such other address as such Party may specify by written notice hereunder. Any such notice, instruction or communication shall be deemed given when actually received or, if earlier, three business days after deposit with a recognized commercial courier.

If to [REDACTED]

[REDACTED]

With a copy (which shall not constitute notice) to:

[REDACTED]

If to [REDACTED]

[REDACTED]

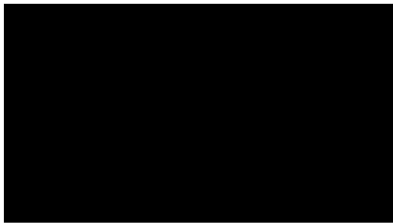
With a copy (which shall not constitute notice) to:



If to



With a copy (which shall not constitute notice) to:



4.7 Assignment. Neither Party shall assign or transfer this Agreement or any right hereunder without the prior written consent of the other Party; provided, that either Party may assign its rights hereunder to any lender as collateral security without the consent of the other Party. Any purported assignment in violation of this Section 4.7 shall be null and void.

4.8 Headings. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.9 Severability. If any provision of this Agreement is ruled unenforceable, such provision shall be enforced to the extent permissible, the Parties shall negotiate a substitute valid provision which most nearly effects the intent of the Parties, and the remainder of this Agreement shall remain in effect.

4.10 Independent Contractors. The Parties are independent contractors and not joint venturers, partners, agents or representatives of the other. Neither Party has the right to create any obligation on the part of the other Party.

4.11 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties with respect to this subject matter. All previous discussions and agreements with respect to this subject matter between the Parties are superseded by this Agreement.

4.12 No Third Party Beneficiaries. This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each Party and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any party other than the Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.13 Counterparts and Signatures. The Parties may execute this Agreement in one or more counterparts, each of which when executed is an original counterpart and all of which taken together constitute one and the same Agreement. The Parties may execute this Agreement by delivering an original executed counterpart of this Agreement, or attaching a scanned image (such as a .pdf file) of that executed counterpart to an email or other electronic transmission sent to the other Party or such other Party's legal counsel.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be signed and sealed by their duly authorized officer or representative as of the Effective Date.

AERIE PHARMACEUTICALS, INC.

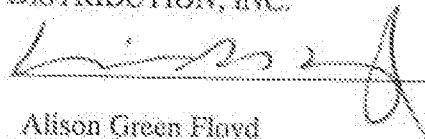
By: _____

Name: Richard J. Rubino

Title: Chief Financial Officer

Date: _____

AERIE DISTRIBUTION, INC.

By: 

Name: Alison Green Floyd

Title: President

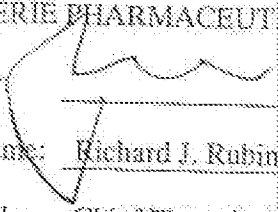
Date: December 28, 2016

[Signature Page to Intellectual Property Assignment Agreement]

PATENT
REEL: 041754 FRAME: 0382

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be signed and sealed by their duly authorized officer or representative as of the Effective Date.

AERIE PHARMACEUTICALS, INC.

By:  _____

Name: Richard J. Rubino

Title: Chief Financial Officer

Date: December 28, 2016

AERIE DISTRIBUTION, INC.

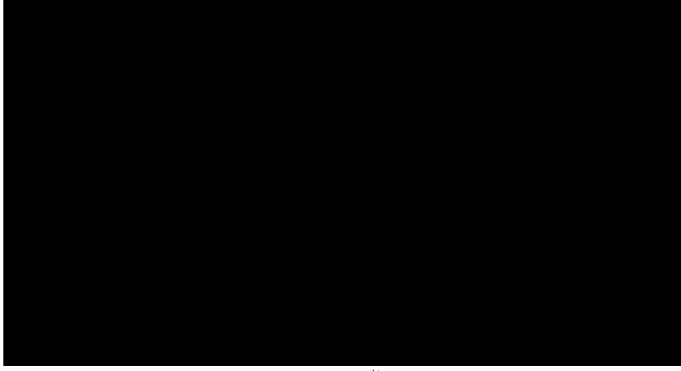
By: _____

Name: Alison Green Floyd

Title: President

Date: _____

[Signature Page to Intellectual Property Assignment Agreement]



[Signature Page to Intellectual Property Assignment Agreement]

Schedule A



A-1

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