

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799153

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Harrow IP, LLC | | 03/27/2023 | Limited Liability Company: DELAWARE |
| Harrow Health, Inc. | | 03/27/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Oaktree Fund Administration, LLC, as Administrative Agent | | |
| Street Address: | 333 S. Grand Avenue, 28th Floor | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5022923 | GO DROPLESS | |
| Registration Number: | 5100697 | IMPRIMIS | |
| Registration Number: | 4890492 | IMPRIMIS | |
| Registration Number: | 4890493 | IMPRIMISRX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138918763 | | |
| <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> | | | |
| Email: | rhonda.deleon@lw.com | | |
| Correspondent Name: | LATHAM & WATKINS LLP | | |
| Address Line 1: | 355 SOUTH GRAND AVENUE | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90071-1560 | | |
| ATTORNEY DOCKET NUMBER: | 074232-0001 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 03/30/2023 | | |
| Total Attachments: 11 | | | |

OP \$115.00 5022923

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2023 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as March 27, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in and to all of the following intellectual property now owned, controlled or at any time hereafter owned, controlled or acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks owned or controlled by such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under federal law;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any such Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

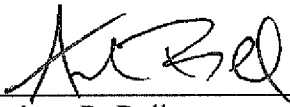
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

**HARROW HEALTH, INC.
HARROW IP, LLC**

By:  _____

Name: Andrew R. Boll

Title: Chief Financial Officer and Secretary

Address for Notices:

c/o Harrow Health, Inc.

102 Woodmont Blvd., Suite 610

Nashville, TN 37205

Attn: Andrew R. Boll

Email: aboll@harrowinc.com

With a copy to:

Holland & Knight LLP

511 Union Street, Suite 2700

Nashville, TN 37219


Attn: Elle McCulty

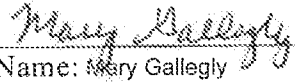
Email: Elle.McCulty@hklaw.com

Accepted and Agreed:

OAKTREE FUND ADMINISTRATION, LLC,
as Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: Lindsay Berz
Title: Managing Director

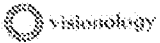

By: 
Name: Mary Gallegly
Title: Managing Director



Address:
Oaktree Fund Administration, LLC
333 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attn: Oaktree Agency
Email: oaktreeagency@glas.agency

With a copy to:
Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attn: Stephen DeNelsky; Tim Markov
Email: SDeNelsky@oaktrecapital.com; TMarkov@oaktrecapital.com

TRADEMARKS

Trademark Registrations and Applications

| Mark/Application | Registration No. (or Application No.) | Serial No. | Owner | Jurisdiction |
|--|---------------------------------------|------------------------------------|----------------|--------------|
| Tri-Moxi Plus | | 97193506 | Harrow IP, LLC | US |
| KLARITY-CL | 6975975 02/07/2023 | 97193532 | Harrow IP, LLC | US |
| Tri-Moxi+ | 6975974 02/07/2023 | 97193465 | Harrow IP, LLC | US |
| EYECARE WITHOUT THE WAITING ROOM | | 90763415 | Harrow IP, LLC | US |
| VIZICAINE | | 90510006 | Harrow IP, LLC | US |
| VISIONOLOGY  | | 90531690 | Harrow IP, LLC | US |
| GLAUCOMARX | | 88958473 | Harrow IP, LLC | US |
| FORTISITE | | 88935672 | Harrow IP, LLC | US |
| TEXTRX | | 88865754 | Harrow IP, LLC | US |
| MAXRX PORTAL | | 90155232 | Harrow IP, LLC | US |
| MAXRX PRESCRIBER PORTAL | 6913687 11/29/2022 | 90155212 | Harrow IP, LLC | US |
| EYE-CARE-AS-A-SERVICE | | 90108967 | Harrow IP, LLC | US |
| MAXRX | | 90155225 | Harrow IP, LLC | US |
| AMERICA'S #1 OPHTHALMIC PHARMACY | | 97525916 | Harrow IP, LLC | US |
| HARROW | | 97549699 | Harrow IP, LLC | US |
|  | | 97549715 | Harrow IP, LLC | US |
| WE'VE GOT A DROP FOR THAT | | 97555727 | | US |
| IHEEZO | | 97600469 | Harrow IP, LLC | US |
| ATROPINE.COM | | 97706397 | Harrow IP, LLC | US |
| ATROPINERX.COM | | 97706419 | Harrow IP, LLC | US |
| TIM-BIM | | 88706919 (abandoned 2/12/21) | Harrow IP, LLC | US |
| TIM-DOR-BIM | | 88706930 (abandoned 2/12/21) | Harrow IP, LLC | US |
| TIM-BRIM-DOR-BIM | | 88706940 (abandoned 2/12/21) | Harrow IP, LLC | US |
| BRIM-DOR | 5747816 05/07/2019 | | Harrow IP, LLC | US |
| LESSDROPS | 4884291 01/12/2016 | | Harrow IP, LLC | US |

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|--|-----------------------|--|----------------------------------|----|
| GO DROPLESS | 5022923 08/16/2016 | | Harrow Health, Inc. ¹ | US |
| GO DROPLESS and  | 4972265 06/07/2016 | | Harrow IP, LLC | US |
| IMPRIMIS | 5100697 12/13/2016 | | Harrow Health, Inc. ² | US |
| IMPRIMIS | 4890492 01/19/2016 | | Harrow Health, Inc. ³ | US |
| IMPRIMISRX | 4890493 01/19/2016 | | Harrow Health, Inc. ⁴ | US |
| TRIPLE DROP | 5083870 11/15/2016 | | Harrow IP, LLC | US |
| DROPLESS | 5125985 01/17/2017 | | Harrow IP, LLC | US |
| DROP-LESS | 5423725 03/13/2018 | | Harrow IP, LLC | US |
| STERICHECK | 5438639 04/03/2018 | | Harrow IP, LLC | US |
| COMBINATION DROP THERAPY | 5158156 03/07/2017 | | Harrow IP, LLC | US |
| PRED-MOXI | 5039133 09/13/2016 | | Harrow IP, LLC | US |
| DEX-MOXI | 5131504 01/31/2017 | | Harrow IP, LLC | US |
| IV FREE | 5163172 03/14/2017 | | Harrow IP, LLC | US |
| IV FREE and Design | 5198496 05/09/2017 | | Harrow IP, LLC | US |
| LESS DROPS  | 5091225 11/29/2016 | | Harrow IP, LLC | US |
| PRED-GATI | 5342159 11/21/2017 | | Harrow IP, LLC | US |
| PRED-GATI-NEPAF | 5342160 11/21/2017 | | Harrow IP, LLC | US |
| PRED-GATI-BROM | 5505056 06/26/2018 | | Harrow IP, LLC | US |
| PRED-NEPAF | 5342161 11/21/2017 | | Harrow IP, LLC | US |
| TIM-LAT | 5542813 08/14/2018 | | Harrow IP, LLC | US |
| TIM-BRIM-DOR | 5505057 06/26/2018 | | Harrow IP, LLC | US |
| TIM-BRIM-DOR-LAT | 5505058 06/26/2018 | | Harrow IP, LLC | US |
| DEX-MOXI-KETOR | 5587077 10/16/2018 | | Harrow IP, LLC | US |
| SIMPLE DROPS | 5716196 04/02/2019 | | Harrow IP, LLC | US |
| TOTAL TEARS | 5638938 12/25/2018 | | Harrow IP, LLC | US |
| PHARMAPACK | 6463822 08/24/2021 | | Harrow IP, LLC | US |

¹ To be transferred to Harrow IP, LLC


² To be transferred to Harrow IP, LLC

³ To be transferred to Harrow IP, LLC

⁴ To be transferred to Harrow IP, LLC

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|--|--|----------|----------------|------|
| KLARITY DROPS | 5662585 01/22/2019 | | Harrow IP, LLC | US |
| GATI-DEX | 5562939 09/11/2018 | | Harrow IP, LLC | US |
| PRED-BROM | 5577593 10/02/2018 | | Harrow IP, LLC | US |
| TOTAL TEARS and Design | 5565048 09/18/2018 | | Harrow IP, LLC | US |
| SIMPLE DROPS and Design | 5688871 03/05/2019 | | Harrow IP, LLC | US |
| KLARITY-C DROPS | 5681626 02/19/2019 | | Harrow IP, LLC | US |
| HARROW HEALTH, INC. | 5875709 10/01/2019 | | Harrow IP, LLC | US |
| KLARITY-A | 5957054 01/07/2020 | | Harrow IP, LLC | US |
| KLARITY-B | 5957055 01/07/2020 | | Harrow IP, LLC | US |
| KLARITY-C | 5957056 01/07/2020 | | Harrow IP, LLC | US |
| KLARITY-L | 5957058 06/07/2020 | | Harrow IP, LLC | US |
| HARROW | 6091850 06/30/2020 | | Harrow IP, LLC | US |
| PRED-MOXI-NEPAF | 5926543 12/03/2019 | | Harrow IP, LLC | US |
| MOXI-BROM | 6149792 09/08/2020 | | Harrow IP, LLC | US |
| VISIONOLOGY | 6623080 01/18/2022 | | Harrow IP, LLC | US |
| VISIONOLOGY  visionology | 6584285 12/07/2021 | | Harrow IP, LLC | US |
| TIM-DOR-LAT | 5505062 06/26/2018 | | Harrow IP, LLC | US |
| PRED-MOXI-BROM | 90/106,463 10/19/2021 | | Harrow IP, LLC | US |
| HH HARROW HEALTH INC. and Design | 6009739 03/10/2020 | | Harrow IP, LLC | US |
| VISIONOLOGY | 5226612 06/20/2017 | | Harrow IP, LLC | US |
| IOPIDINE | 1519501 01/10/1989 | 73711095 | Harrow IP, LLC | US |
| MOXEZA | 3928077 03/08/2011 | 85032907 | Harrow IP, LLC | US |
| PRED-MOXI-BROM | 1579888 01/29/2021 | | Harrow IP, LLC | WIPO |
| PRED-MOXI-BROM | 1579888 01/29/2021 TMA1149398 11/2/2022 | | Harrow IP, LLC | CA |
| EYE-CARE-AS-A- SERVICE | 1580809 01/29/2021 | | Harrow IP, LLC | CA |
| SUJA ALUM PHARMD, M.S., M.B.A. I MADE THIS MEDICINE JUST FOR YOU! YOUR IMPRIMSRX | A0103366 05/21/2021 | | Harrow IP, LLC | WIPO |




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|---|---|---------|----------------|------|
| PHARMACIST and Design | | | | |
| FORTISITE | TMA1139842 08/24/2022 | | Harrow IP, LLC | CA |
| CIRCLE OF CARE | 1642166 12/8/2020 | | Harrow IP, LLC | WIPO |
| MAXRX | TMA1143021 09/21/2022 | | Harrow IP, LLC | CA |
| MAXRX PORTAL | TMA1143019 09/21/2022 | | Harrow IP, LLC | CA |
| EYECARE WITHOUT THE WAITING ROOM | App. No. 2154645 11/11/2021 | | Harrow IP, LLC | CA |
| GLAUCOMARX | App. No. 2078969 12/08/2020 IR1571170 | | Harrow IP, LLC | CA |
| VISICLOR | | 2181611 | Harrow IP, LLC | CA |
| KLARITY-CL | | 2181568 | Harrow IP, LLC | CA |
| TRI-MOXI+ | | 2181561 | Harrow IP, LLC | CA |
| TRI-MOXI PLUS | | 2181562 | Harrow IP, LLC | CA |
| DEFEAT IC | TMA995,199 04/25/2018 | | Harrow IP, LLC | CA |
| DROPLESS CATARACT SURGERY | TMA951,934 10/12/2016 | | Harrow IP, LLC | CA |
| GO DROPLESS and Design | TMA970,294 05/09/2017 | | Harrow IP, LLC | CA |
| IMPRIMIS PHARMACEUTICALS | TMA973,492 06/14/2017 | | Harrow IP, LLC | CA |
| WE MADE THIS MEDICINE JUST FOR YOU! YOUR IMPRIMISRX PHARMACIST and Design | 1575941 12/17/2020 | | Harrow IP, LLC | WIPO |
| WE MADE THIS MEDICINE JUST FOR YOU! YOUR IMPRIMISRX PHARMACIST and Design | 1575941 12/17/2020 | | Harrow IP, LLC | WIPO |
| WE MADE THIS MEDICINE JUST FOR YOU! IMPRIMIS RX and Design | 1575941 12/17/2020 | | Harrow IP, LLC | WIPO |
| FORTISITE | 1566773 11/20/2020 Designated in Canada 2073636 | | Harrow IP, LLC | WIPO |
| JOINMYCARE | App. No. 2099640 02/08/2020 IR 1586268 | | Harrow IP, LLC | CA |
| PRED-MOXI-BROM | 1579888 01/29/2021 | | Harrow IP, LLC | WIPO |
| EYE-CARE-AS-A-SERVICE | 1580809 01/29/2021 | | Harrow IP, LLC | WIPO |

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|---|--|--|----------------|------|
| MAXRX | 1581595 02/04/2021 | | Harrow IP, LLC | WIPO |
| MAXRX PRESCRIBER PORTAL | 1596318 02/04/2021 TMA1143031 9/21/2022 | | Harrow IP, LLC | CA |
| MAXRX PORTAL | 1580377 01/29/2021 | | Harrow IP, LLC | WIPO |
| CORRECT COMPOUND | 5293114 09/19/2017 | | Harrow IP, LLC | US |
|  | 5470969 05/15/2018 | | Harrow IP, LLC | US |
| DROPLESS CATARACT SURGERY | App. No. 97784367 02/07/2023 | | Harrow IP, LLC | US |
| HARROW EYE LLC | App. No. 97626746 10/11/2022 | | Harrow IP, LLC | US |
| IZANZA | App. No. 97398616 05/06/2022 | | Harrow IP, LLC | US |
| PPS-DR ⁵ | 5134795 01/31/2017 | | Harrow IP, LLC | US |
| PRED-KETOR ⁶ | 5117425 01/10/2017 | | Harrow IP, LLC | US |
| PRED-MOXI-KETOR ⁷ | 5117424 01/10/2017 | | Harrow IP, LLC | US |
| TIM-BIM | App No. 97740242 01/03/2023 | | Harrow IP, LLC | US |
| TIM-DOR-BIM | App No. 97740234 01/03/2023 | | Harrow IP, LLC | US |
| IMPRIMIS LESSDROPS | 1773710 05/30/2016 | | Harrow IP, LLC | AU |
| DROPLESS CATARACT THERAPY | 909646805 11/21/2017 | | Harrow IP, LLC | BR |
| DROPLESS THERAPY | 909646880 11/21/2017 | | Harrow IP, LLC | BR |
| LESSDROPS | 909646740 11/21/2017 | | Harrow IP, LLC | BR |
| SSP TECHNOLOGY | 910227870 12/26/2017 | | Harrow IP, LLC | BR |
| CIRCLE OF CARE | App. No. 2163594 12/08/2020 | | Harrow IP, LLC | CA |
| CLOROVIS | App. No. 2181600 04/26/2022 | | Harrow IP, LLC | CA |
| DROPLESS CATARACT THERAPY | TMA953736 10/28/2016 | | Harrow IP, LLC | CA |
| DROPLESS THERAPY | TMA953734 | | Harrow IP, LLC | CA |

⁵ Harrow intends for this to expire on July 31, 2023.

⁶ Harrow intends for this to expire on July 10, 2023.

⁷ Harrow intends for this to expire on July 10, 2023.

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|---|-----------------------------------|--|----------------|-------|
| | 10/28/2016 | | | |
| EYE-CARE-AS-A-SERVICE | TMA1149389 11/2/2022 | | Harrow IP, LLC | CA |
| LESSDROPS | TMA953735 10/28/2016 | | Harrow IP, LLC | CA |
| SSP TECHNOLOGY | App. No. 1740909 08/07/2015 | | Harrow IP, LLC | CA |
| Suja Alum PharmD, M.S., M.B.A. I made this medicine just for you! Your ImprimisRx pharmacist  | TMA1148244 10/26/2022 | | Harrow IP, LLC | CA |
| VISIONBOX | App. No. 2113015 01/15/2021 | | Harrow IP, LLC | CA |
| DROPLESS THERAPY | 1200046 03/22/2016 | | Harrow IP, LLC | Chile |
| LESSDROPS | 1200044 03/22/2016 | | Harrow IP, LLC | Chile |
| IMPRIMIS DROPLESS CATARACT SURGERY | 15765142 01/09/2017 | | Harrow IP, LLC | EU |
| IMPRIMIS DROPLESS CATARACT THERAPY | 15477938 10/31/2016 | | Harrow IP, LLC | EU |
| IMPRIMIS LESSDROPS | 15477912 10/28/2016 | | Harrow IP, LLC | EU |
| America's #1 Ophthalmic Pharmacy | App. No. A0130335 | | Harrow IP, LLC | WIPO |
| HARROW | App. No. A0132002 | | Harrow IP, LLC | WIPO |
| HARROW EYE LLC | App. No. A0132006 | | Harrow IP, LLC | WIPO |
| HARROW YOUR PATIENTS. OUR PURPOSE. | App. No. A0132004 | | Harrow IP, LLC | WIPO |
| IHEEZO | App. No. A0132005 | | Harrow IP, LLC | WIPO |
| Suja Alum PharmD, M.S., M.B.A. I made this medicine just for you! Your ImprimisRx pharmacist  | 1591869 12/17/2020 | | Harrow IP, LLC | WIPO |
| VISIONBOX | 1595762 01/15/2021 | | Harrow IP, LLC | WIPO |
| Visionology  | 1616879 07/29/2021 | | Harrow IP, LLC | WIPO |

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|--|--|--|----------------|------|
| | Designated in Canada 2138349 07/29/2021 | | | |
| VIZICAINE | 1606915 06/08/2021 Designated in Canada 2126702 06/08/2021 | | Harrow IP, LLC | WIPO |
| IMPRIMIS DROPLESS CATARACT SURGERY | UK00915765142 01/09/2017 | | Harrow IP, LLC | UK |
| IMPRIMIS DROPLESS CATARACT THERAPY | UK00915477938 10/31/2016 | | Harrow IP, LLC | UK |
| IMPRIMIS LESSDROPS | UK00915477912 10/28/2016 | | Harrow IP, LLC | UK |