UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 16, 2017

IMPRIMIS PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-35814**	**45-0567010**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

12264 El Camino Real, Suite 350 **San Diego, CA** (Address of principal executive offices)	**92130** (Zip Code)

Registrant's telephone number, including area code: **(858) 704-4040**

N/A
(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On May 9, 2017, Imprimis Pharmaceuticals, Inc. (the "Company") entered into two asset purchase and license agreements (the "License Agreements") with its previously wholly owned subsidiary, Eton Pharmaceuticals, Inc. ("Eton").

Pursuant to the terms of the License Agreements, the Company assigned and licensed to Eton certain intellectual property and related rights to develop, formulate, make, sell, and sub-license formulations of synthetic corticotropin and injectable pentoxifylline (collectively, the "Products"). Eton is required to make royalty payments to the Company of six percent (6%) of net sales of the Products while any patent rights remain outstanding and then three percent (3%) of net sales thereafter. In addition, Eton is required to make certain milestone payments to the Company including payments of $50,000 upon initial patent issuances for each Product.

The License Agreements were conditioned upon Eton receiving net proceeds of the sale of its equity securities of not less than ten million dollars ($10,000,000). On June 16, 2017 and June 20, 2017, Eton entered into definitive stock purchase agreements with accredited investors for the purchase of Eton's Series A Stock (as defined below), totaling approximately twenty million dollars ($20,000,000) of gross proceeds and net proceeds of approximately eighteen million dollars ($18,000,000) (the "Series A Round"). The initial closing of the Series A Round occurred on June 19, 2017, and an additional closing is expected to occur on or about June 26, 2017.

On May 1, 2017, the Company and Eton entered into a Management Services Agreement (the "MSA"), whereby the Company will provide to Eton certain administrative services and support, including bookkeeping, web services and human resources related activities, and Eton will pay the Company a monthly amount of ten thousand dollars ($10,000). The MSA is terminable by either party upon written notice.

The Company's Chief Executive Officer, Mark L. Baum, and Chief Financial Officer, Andrew R. Boll, are currently directors of Eton. The Company anticipates Mr. Boll will resign as a director of the Eton board within the next six months. Eleven employees of the Company (including Mr. Baum and Mr. Boll) have entered into consulting agreements with Eton to provide supplemental services to assist Eton in its operations until it is able to employ its own management team.

Item 8.01 Other Information

The Company currently owns three million five hundred thousand (3,500,000) shares of Eton common stock, which is approximately 27% of the equity and voting interests of Eton following the close of the Series A Round.

The Series A Round was the sale of Series A Preferred Stock (the "Series A Stock") of Eton at a purchase price of $3.00 per share. The Series A Stock is convertible into common stock of Eton at a maximum price of $3.00 a share, and not less than $2.25 a share, ultimately dependent upon subsequent financings and other certain conditions. The Series A Stock will vote together with the common stock and all other shares of stock of Eton having general voting power and will be entitled to the number of votes equal to the number of shares of common stock in to which such share of Series A Stock could be converted into at the record date for determination of the stockholders entitled to vote on such matters. The Series A Stock holds liquidation preference over all other equity interests in Eton. The Series A Stock shareholders are owed a dividend amount equal to six percent (6%) per annum subject to change in the event of default.

The Series A Stock has mandatory conversion requirements into common stock of Eton upon events, including an underwritten initial public offering of Eton common stock ("IPO"). Eton is required to file a registration statement on Form S-1 with the United States Securities and Exchange Commission within nine months of the closing and complete and IPO by December 31, 2018, subject to extension upon written approval of the holders of a majority of the Series A Stock.

The foregoing is only a brief description of the License Agreements and MSA does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to the full text of the document, which is filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Asset Purchase and License Agreement (pentoxifylline) dated May 9, 2017 between Imprimis Pharmaceuticals, Inc. and Eton Pharmaceuticals, Inc.
10.2	Asset Purchase and License Agreement (corticotropin) dated May 9, 2017 between Imprimis Pharmaceuticals, Inc. and Eton Pharmaceuticals, Inc.
10.3	Amend and restated articles of incorporation of Eton Pharmaceuticals, Inc. filed on June 15, 2017
10.4	Management Services Agreement dated May 1, 2017 between Imprimis Pharmaceuticals, Inc. and Eton Pharmaceuticals, Inc.
99.1	Press Release issued by Eton Pharmaceuticals, Inc. and Imprimis Pharmaceuticals, Inc. on June 20, 2017

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IMPRIMIS PHARMACEUTICALS, INC.

Dated: June 20, 2017

By: */s/ Andrew R. Boll*
Name: Andrew R. Boll
Title: Chief Financial Officer

ASSET PURCHASE AND LICENSE AGREEMENT

THIS ASSET PURCHASE AND LICENSE AGREEMENT (this "Agreement") dated as of May 9, 2017 (the "Effective Date"), is entered into between IMPRIMIS PHARMACEUTICALS, INC., a Delaware corporation ("Imprimis"), with a place of business at 12264 El Camino Real, Suite 350, San Diego, California 92130, and ETON PHARMACEUTICALS, INC., a Delaware corporation ("Eton"), with a place of business at 12264 El Camino Real, Suite 350, San Diego, California 92130. The parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

1.1 "Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, more than fifty percent (50%) of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.

1.2 "Assets" shall mean, collectively, (a) all Technology as of the Effective Date, (b) the Assigned Patent Rights, (c) the Assigned Know-How Rights, and (d) all compositions, formulations, samples, data and information as of the Effective Date regarding the Technology.

1.3 "Assigned Know-How Rights" shall mean Imprimis' rights in all trade secret and other know-how rights as of the Effective Date specific to the Technology.

1.4 "Assigned Patent Rights" shall mean, collectively, (a) all patent applications (including provisional patent applications) listed on Schedule A, together with all divisionals, continuations and continuations-in-part that claim priority to, or common priority with, the foregoing; (b) all patents issuing therefrom (including utility models and design patents and certificates of invention), together with all reissues, renewals, extensions or additions thereof and thereto; and (c) all foreign counterparts with or to any of the foregoing.

1.5 "Confidential Information" shall mean all information and data that (a) is provided by one party to the other party under this Agreement, and (b) if disclosed in writing or other tangible medium is marked or identified as confidential at the time of disclosure to the recipient, is acknowledged at the time of disclosure to be confidential, or otherwise should reasonably be deemed to be confidential. Imprimis' Confidential Information includes, without limitation, embodiments of the Licensed Know-How Rights. Eton's Confidential information includes, without limitation, the Assets. Notwithstanding the foregoing, Confidential Information of a party shall not include that portion of such information and data which, and only to the extent, the recipient can establish by written documentation: (i) is known to the recipient as evidenced by its written records before receipt thereof from the disclosing party, (ii) is disclosed to the recipient free of confidentiality obligations by a third person who has the right to make such disclosure, (iii) is or becomes part of the public domain through no fault of the recipient, or (iv) the recipient can reasonably establish is independently developed by persons on behalf of recipient without access to or use of the information disclosed by the disclosing party.

1.6 “First Commercial Sale” shall mean, with respect to any Product, the first sale of such Product after all applicable marketing and pricing approvals (if any) have been granted by the applicable governing health authority of such country.

1.7 “Licensed Know-How Rights” shall mean Imprimis’ rights in all trade secret or other know-how rights as of the Effective Date regarding the Technology, excluding the Assigned Know-How Rights and Assigned Patent Rights.

1.8 “Licensee” shall mean a Third Party to whom Eton or its Affiliate has granted a license, immunity or other right under the Assigned Patent Rights to offer to sell, sell or otherwise commercialize one or more Products, provided such license has not expired or been terminated.

1.9 “Net Licensing Revenues” shall mean, with respect to any Product, the aggregate consideration received by Eton or its Affiliates in connection with the grant by Eton or its Affiliates to a Licensee of a license, immunity or other right under the Assigned Patent Rights to offer to sell, sell or otherwise commercialize such Product, excluding amounts calculated on the sales price of such Product.

1.10 “Net Receipts” shall mean, with respect to any Product, the aggregate of the Net Sales thereof and Net Licensing Revenues therefrom.

1.11 “Net Sales” shall mean, with respect to any Product, the gross sales price for such Product invoiced by Eton, its Licensees or their respective Affiliates to customers who are not Affiliates (or are Affiliates but are the end users of such Product), less (a) credits, allowances, discounts and rebates to, and chargebacks from the account of, such customers; (b) freight and insurance costs in transporting such Product to the extent separately invoiced and included in the gross sales price; (c) cash, quantity and trade discounts, rebates and other price reductions for such Product; (d) sales, use, value-added and other direct taxes for such Product to the extent separately invoiced and included in the gross sales price; (e) customs duties, tariffs, surcharges and other governmental charges incurred in exporting or importing such Product to the extent separately invoiced and included in the gross sales price; and (f) an allowance for uncollectible or bad debts for such Product determined in accordance with generally accepted accounting principles not to exceed 3% of Net Sales of such Product for the applicable quarterly reporting period before giving effect to this subsection (f).

1.12 “Patent Issuance” shall mean issuance of a patent from, claiming priority to, or claiming common priority with, a patent application listed on Schedule A, or any foreign counterpart of the foregoing.

1.13 “Payment Period” shall mean, on a Product-by-Product and country-by-country basis, the period of time equal to the longer of (a) beginning on the date of the First Commercial Sale of such Product in such country and continuing during the term for which a Valid Claim (if such Valid Claim were in an issued patent) in such country remains in effect and would be infringed (if such Valid Claim were in an issued patent owned solely by a Third Party) by the manufacture, use, offer for sale, sale or import of such Product in such country; and (b) fifteen (15) years following the date of the First Commercial Sale of the Product in such country.

1.14 "Person" shall mean any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group of any of the foregoing.

1.15 "Product" shall mean any product, in any form or formulation for injectable administration, comprising pentoxifylline.

1.16 "Product Supported Patent Rights" shall mean, collectively, (a) all patent applications hereafter filed anywhere in the world; (b) all patents that have issued or in the future issue from any of the foregoing patent applications, including without limitation utility models, design patents and certificates of invention; and (c) all divisionals, continuations, continuations-in-part, reissues, renewals, extensions or additions to any such patents and patent applications; in each case that use or are supported by data and information derived from the development, manufacture or use of the Product or otherwise from the exploitation of the Technology; provided, however, that Product Supported Patent Rights shall exclude the Assigned Patent Rights.

1.17 "Technology" shall mean, collectively, the Product together with all methods of manufacture or use thereof.

1.18 "Third Party" shall mean any Person other than Imprimis, Eton or their respective Affiliates.

1.19 "Valid Claim" shall mean either (a) a claim of an issued and unexpired patent included within the Assigned Patent Rights, which has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, or (b) a claim of a pending patent application included within the Assigned Patent Rights, which claim was filed in good faith and has not been abandoned or finally disallowed without the possibility of appeal or refiling of such application.

2. Purchase and Sale of the Assets.

2.1 Assets. Subject to the terms and conditions of this Agreement, Eton hereby purchases from Imprimis, and Imprimis hereby sells, conveys, transfers and assigns to Eton, on the Effective Date, all of Imprimis' right, title and interest in and to the Assets. To the extent necessary to comply with applicable privacy laws, Imprimis shall have the right to redact patient identifying information from any data or information transferred to Eton.

2.2 No Assumption of Liabilities. Eton shall not be obligated to assume or perform and is not assuming or performing any liabilities or obligations of Imprimis which relate to Imprimis' ownership of the Assets prior to the Effective Date or otherwise, whether known or unknown, fixed or contingent, certain or uncertain, and regardless of when they are or were asserted, and Imprimis shall remain responsible for such liabilities.

2.3 Transfer Documents. The sale, conveyance, transfer and assignment of the Assets may be further evidenced by the due execution and delivery by the parties of any additional bills of sale, assignment or other title transfer documents and instruments as reasonably requested by Eton evidencing the sale, conveyance, transfer and assignment of the Assets in accordance with this Agreement.

3. License Grants.

3.1 License to Eton.

3.1.1 Subject to the terms and conditions of this Agreement, Imprimis hereby grants to Eton a non-exclusive, irrevocable, perpetual, non-transferable (except in connection with a permitted assignment of this Agreement), worldwide license under the Licensed Know-How Rights to develop, make, have made, use, offer for sale, sell, and import one or more Products.

3.1.2 Eton shall have the right to grant sublicenses, through multiple tiers, to Third Parties and Affiliates for the purpose of developing, manufacturing, seeking regulatory approval for, or commercializing any Product. Any such sublicense shall be subject and subordinate to the terms and conditions of this Agreement.

3.2 Grantback License.

3.2.1 Subject to the terms and conditions of this Agreement, Eton hereby grants to Imprimis a non-exclusive, irrevocable, perpetual, non-transferable (except in connection with a permitted assignment of this Agreement), worldwide license under the Product Supported Patent Rights for all uses, other than to develop, make, have made, use, offer for sale, sell, and import one or more Products.

3.2.2 Imprimis shall have the right to grant sublicenses, through multiple tiers, to Third Parties and Affiliates.

3.3 No Implied Licenses. Only licenses and rights expressly granted herein shall be of legal force and effect. No license or other right shall be created hereunder by implication, estoppel, or otherwise.

4. Representations and Warranties.

4.1 Mutual Representations and Warranties. Each party represents and warrants to the other party as follows:

4.1.1 Organization. Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

4.1.2 Authorization and Enforcement of Obligations. Such party (a) has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and (b) has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

4.1.3 Consents. All necessary consents, approvals and authorizations of all governmental authorities and other persons or entities required to be obtained by such party in connection with this Agreement have been obtained.

4.1.4 No Conflict. The execution and delivery of this Agreement and the performance of such party's obligations hereunder (a) do not conflict with or violate any requirement of applicable laws, regulations or orders of governmental bodies; and (b) do not conflict with, or constitute a default under, any contractual obligation of such party.

4.2 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 4.1, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ASSETS, LICENSED KNOW-HOW RIGHTS, OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING VALIDITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE ASSETS AND LICENSED KNOW-HOW RIGHTS ARE PROVIDED "AS IS."

5. Financial Terms.

5.1 Milestone Payment. Within thirty (30) days following the first Patent Issuance, Eton shall give written notice to Imprimis and shall pay to Imprimis a non-refundable and noncreditable payment of fifty thousand dollars ($50,000).

5.2 Net Receipts Payments.

5.2.1 Net Receipts Payment Amounts.

(a) Payment Amount. Subject to the provisions in this Section 5.2.1, on a Product-by-Product and country-by-country basis, Eton shall pay to Imprimis, on a quarterly basis, six percent (6%) of Net Receipts during the applicable Payment Period (the "Payment Amount"); provided, however, if, during the applicable Payment Period, the manufacture, use, offer for sale, sale, or import of such Product in a particular country would not infringe a Valid Claim (if such Valid Claim were in an issued patent owned solely by a Third Party), then the applicable Payment Amount with respect to such Product in such country shall be reduced by one-half (½).

(b) Discounts. If Eton, its Licensees or their respective Affiliates sells the Product to a Third Party who also purchases other products or services from Eton, its Licensees or their respective Affiliates, and Eton, its Licensees or their respective Affiliates discounts the purchase price of the Product to a greater degree than it generally discounts the price of its other products or services to such customer, then in such case the Net Sales for the sale of the Product to such Third Party shall equal the arm's length price that Third Parties would generally pay for the Product alone when not purchasing any other product or service from Eton, its Licensee or their respective Affiliates. For purposes of this provision, "discounting" includes establishing the list price at a lower-than-normal level.

(c) Incentives. If Eton, its Licensees or their respective Affiliates sells the Product to a Third Party who also purchases other products or services from Eton, its Licensees or their respective Affiliates during the same period pursuant to a pharmacy, performance or other incentive program, a disease management or similar program, or any other discount, chargeback or credit program for products or services purchased, then for purposes of calculating Net Sales of the Product hereunder for such period, all discounts, chargebacks, credits and the like for such Third Party shall be allocated in proportion to the respective list prices of all products or services sold to such Third Party during such period.

5.2.2 Reports and Net Receipts Payments. Within sixty (60) days after the end of each calendar quarter during the applicable Payment Period, Eton shall deliver to Imprimis a report setting forth for such calendar quarter (a) the calculation of the applicable Payment Amount; (b) the payments due under this Agreement for the sale of each Product; and (c) the applicable exchange rate as determined below. Eton shall remit the total payments due for the sale of Products during such calendar quarter at the time such report is made. No such reports or payments shall be due for any Product before the First Commercial Sale of such Product. With respect to Net Receipts received in United States dollars, all amounts shall be expressed in United States dollars. With respect to Net Receipts received in a currency other than United States dollars, all amounts shall be expressed both in the currency in which the amount is invoiced (or received as applicable) and in the United States dollar equivalent. The United States dollar equivalent shall be calculated using the average of the exchange rate (local currency per US$1) published in The Wall Street Journal, Western Edition, under the heading "Currency Trading" on the last business day of each month during the applicable calendar quarter.

5.3 Payment Provisions.

5.3.1 Payment Method. All payments by Eton to Imprimis hereunder shall be in United States dollars in immediately available funds and shall be made by wire transfer from a United States bank located in the United States to such bank account as designated from time to time by Imprimis to Eton.

5.3.2 Payment Terms. The Payment Amount shown to have accrued by each report provided for under Section 5.2.2 shall be due on the date such report is due. Payment of Payment Amount in whole or in part may be made in advance of such due date.

5.3.3 Withholding Taxes. Eton shall be entitled to deduct the amount of any withholding taxes, value-added taxes or other taxes, levies or charges with respect to such amounts, other than United States taxes, payable by Eton, its Licensees or their respective Affiliates, or any taxes required to be withheld by Eton, its Licensees or their respective Affiliates, to the extent Eton, its Licensees or their respective Affiliates pay to the appropriate governmental authority on behalf of Imprimis such taxes, levies or charges. Eton shall use reasonable efforts to minimize any such taxes, levies or charges required to be withheld on behalf of Imprimis by Eton, its Licensees or their respective Affiliates. Eton promptly shall deliver to Imprimis proof of payment of all such taxes, levies and other charges, together with copies of all communications from or with such governmental authority with respect thereto.

5.4 Audits. Upon the written request of Imprimis and not more than once in each calendar year, Eton shall permit an independent certified public accounting firm selected by Imprimis and reasonably acceptable to Eton, at Imprimis' expense, to have access during normal business hours to such of the financial records of Imprimis as may be reasonably necessary to verify the accuracy of the Payment Amount reports hereunder for the eight (8) calendar quarters immediately prior to the date of such request. If such accounting firm concludes that additional amounts were owed during the audited period, Eton shall pay such additional amounts within thirty (30) days after the date Imprimis delivers to Eton such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by Imprimis; provided, however, if the audit discloses that the Payment Amount payable by Eton for such period are more than one hundred five percent (105%) of the Payment Amount actually paid for such period, then Eton shall pay the fees and expenses charged by such accounting firm. Imprimis shall cause its accounting firm to retain all financial information subject to review under this Section 5.4 in strict confidence. Imprimis shall treat all such financial information as Eton's confidential information, and shall not disclose such financial information to any Third Party or use it for any purpose other than as specified in this Section 5.4.

5.5 Survival. This Section 5 shall survive the expiration or termination of this Agreement and shall only terminate upon the expiration of the Payment Period and all payment obligations.

6. Post-Effective Date Covenants.

6.1 Eton Diligence.

6.1.1 Eton shall use commercially reasonable efforts (whether alone or with or through its Licensees and its or their respective Affiliates) to research, develop and commercialize Products.

6.1.2 Eton shall control, at its sole expense, the preparation, filing, prosecution, maintenance and enforcement of the Assigned Patent Rights consistent with prudent business practices, and shall consider in good faith the interests of Imprimis.

6.2 Imprimis Covenants.

6.2.1 Within thirty (30) days after the Effective Date, Imprimis shall transfer to Eton all tangible embodiments of the Technology in the possession and control of Imprimis.

6.2.2 Imprimis shall provide cooperation reasonably requested by Eton in connection with Eton's efforts to establish, perfect, defend, or enforce its rights in or to the Assets (including without limitation the Assigned Patent Rights). Such cooperation shall include, without limitation, (a) executing such further assignments, transfers, licenses, releases and consents, and (b) providing such data and information, consulting with Eton and executing and delivering all such further documents and instruments, in each case as reasonably requested by Eton regarding the Assets (including without limitation the Assigned Patent Rights).

7. Indemnification.

7.1 Indemnification of Eton. Subject to the provisions of this Section 7, Imprimis shall indemnify, defend and hold harmless Eton, its officers, directors, affiliates, agents, stockholders and representatives (collectively, the "Eton Indemnitees"), from and against any and all losses, liabilities, damages and expenses (including without limitation reasonable attorneys' fees and costs) incurred as a result of any claim, demand, action or proceeding by any Third Party (collectively, "Losses") incurred or suffered by an Eton Indemnitee to the extent arising out of:

7.1.1 any breach of the representations and warranties of Imprimis set forth in this Agreement;

7.1.2 any breach of any covenant or agreement of Imprimis set forth in this Agreement or in any certificate, instrument, or other document delivered pursuant to this Agreement; and

7.1.3 the ownership or exploitation of the Assets prior to the Effective Date or any liability or obligation whatsoever of Imprimis.

7.2 Indemnification of Imprimis. Subject to the provisions of this Section 7, Eton shall indemnify and hold harmless Imprimis, its officers, directors, affiliates, agents, stockholders and representatives (collectively, the "Imprimis Indemnitees"), from and against any and all Losses incurred or suffered by an Imprimis Indemnitee to the extent arising out of:

7.2.1 any breach of the representations and warranties of Eton set forth in this Agreement;

7.2.2 any breach of any covenant or agreement of Eton set forth in this Agreement or in any certificate, instrument, or other document delivered pursuant to this Agreement;

7.2.3 the ownership or exploitation of the Assets after the Effective Date or the manufacture, use, or sale of any Product solely by Eton, its Licensees or their respective Affiliates or the use of any Product by their customers.

7.3 Procedure. A party seeking indemnification (the "Indemnitee") shall promptly notify the other party (the "Indemnifying Party") in writing of a claim or suit; provided that an Indemnitee's failure to give such notice or delay in giving such notice shall not affect such Indemnitee's right to indemnification under this Section 7 except to the extent that the Indemnifying Party has been prejudiced by such failure or delay. The Indemnifying Party shall have the right to control the defense of all indemnification claims hereunder. The Indemnitee shall have the right to participate at its own expense in the claim or suit with counsel of its own choosing. The Indemnifying Party shall consult with the Indemnitee in good faith with respect to all non-privileged aspects of the defense strategy. The Indemnitee shall cooperate with the Indemnifying Party as reasonably requested, at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any claim or suit without the Indemnitee's prior written consent, which consent shall not be unreasonably withheld.

8. Confidentiality.

8.1 Confidential Information. During the term of this Agreement, and for a period of five (5) years following the expiration or earlier termination hereof, except as otherwise provided in this Section 8, each party shall maintain in confidence the Confidential Information of the other party except as expressly permitted herein, and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to those directors, officers, employees and contractors, to the extent such disclosure is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. To the extent that disclosure by a party is authorized by this Agreement, prior to disclosure, such party shall obtain agreement of any such Person to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

8.2 Terms of this Agreement. Neither party shall disclose any terms or conditions of this Agreement to any Third Party without the prior consent of the other party; provided, however, that a party may disclose the terms or conditions of this Agreement, (a) on a need-to-know basis to its legal and financial advisors to the extent such disclosure is reasonably necessary, and (b) to a third party in connection with (i) an equity investment in such party, (ii) a merger, consolidation or similar transaction by such party, (iii) a permitted sublicense under this Agreement, or (iv) the sale of all or substantially all of the assets of such party. Notwithstanding the foregoing, prior to execution of this Agreement, the parties have agreed upon the substance of information that can be used to describe the terms of this transaction, and each party may disclose such information, as modified by mutual agreement from time to time, without the other party's consent.

8.3 Permitted Disclosures. The confidentiality obligations contained in this Section 8 shall not apply to the extent that a party is required (i) in the reasonable opinion of such party's legal counsel, to disclose information by applicable law, regulation, rule (including rule of a stock exchange or automated quotation system), order of a governmental agency or a court of competent jurisdiction or legal process, including tax authorities, or (ii) to disclose information to any governmental agency for purposes of obtaining approval to test or market a product, provided in either case that, to the extent practicable, such party shall provide written notice thereof to the other party and sufficient opportunity to object to any such disclosure or to request confidential treatment.

8.4 Injunctive Relief. Each party acknowledges that it will be impossible to measure in money the damage to the other party if such party fails to comply with the obligations imposed by this Section 8, and that, in the event of any such failure, the other party may not have an adequate remedy at law or in damages. Accordingly, each party agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is an appropriate remedy for any such failure and shall not oppose the granting of such relief on the basis that the disclosing party has an adequate remedy at law. Each party agrees that it shall not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party seeking or obtaining such equitable relief.

9. Term, Expiration, and Condition Precedent.

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until expiration of all payment obligations hereunder.

9.2 Effect of Expiration. Expiration of this Agreement shall be without prejudice to any rights which shall have accrued to the benefit of any party prior to such expiration. Without limiting the foregoing, Sections 1, 3, 5, 7, 8, 9, and 10 shall survive any expiration of this Agreement.

9.3 Condition Precedent. Notwithstanding anything to the contrary herein, the effectiveness of this Agreement is conditioned upon Eton having received net proceeds of the sale of its equity securities to Third Parties of not less than ten million dollars ($10,000,000.00) in cash, whether individually or in the aggregate, within ninety (90) days after the Effective Date. If Eton fails to satisfy such condition precedent, then unless such condition precedent is expressly waived or modified in writing by Imprimis, this Agreement shall be null and void ab initio.

10. Miscellaneous.

10.1 Assignment. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that a party may, without such consent, assign this Agreement and its rights and obligations hereunder (a) to any Affiliate, or (b) in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment in violation of this Section 10.1 shall be void.

10.2 Severability. Any provision of this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

10.3 Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal court located in the Southern District of the State of California or state court in San Diego, California having jurisdiction, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

10.4 Entire Agreement; Amendment. This Agreement, together with the Schedule A hereto, and each additional document, instrument or other agreement to be executed and delivered pursuant hereto constitute all of the agreements of the parties with respect to, and supersede all prior agreements and understandings relating to the subject matter of, this Agreement or the transactions contemplated by this Agreement. This Agreement may not be modified or amended except by a written instrument specifically referring to this Agreement signed by the parties hereto.

10.5 Waiver. No waiver by one party of the other party's obligations, or of any breach or default hereunder by any other party, shall be valid or effective, unless such waiver is set forth in writing and is signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature or any other breach or default by such other party.

10.6 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by a party to the other party shall be in writing, delivered by any lawful means to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and (except as otherwise provided in this Agreement) shall be effective upon receipt by the addressee.

If to Imprimis:	Imprimis Pharmaceuticals, Inc. 12264 El Camino Real, Suite 350 San Diego, California 92130 Attention: Chief Executive Officer
If to Eton:	Eton Pharmaceuticals, Inc. 12264 El Camino Real, Suite 350 San Diego, California 92130 Attention: Executive Director

10.7 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each party has caused a duly authorized representative to execute this Agreement as of the date first written above.

IMPRIMIS PHARMACEUTICALS, INC.

By: */s/ Mark L. Baum*
Name: Mark L. Baum
Title: Chief Executive Officer

ETON PHARMACEUTICALS, INC.

By: */s/ Andrew R. Boll*
Name: Andrew R. Boll
Title: Executive Director

[Signature Page to Asset Purchase and License Agreement]

ASSET PURCHASE AND LICENSE AGREEMENT

THIS ASSET PURCHASE AND LICENSE AGREEMENT (this "Agreement") dated as of May 9, 2017 (the "Effective Date"), is entered into between IMPRIMIS PHARMACEUTICALS, INC., a Delaware corporation ("Imprimis"), with a place of business at 12264 El Camino Real, Suite 350, San Diego, California 92130, and ETON PHARMACEUTICALS, INC., a Delaware corporation ("Eton"), with a place of business at 12264 El Camino Real, Suite 350, San Diego, California 92130. The parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

1.1 "Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, more than fifty percent (50%) of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.

1.2 "Assets" shall mean, collectively, (a) all Technology as of the Effective Date, (b) the Assigned Patent Rights, (c) the Assigned Know-How Rights, and (d) all compositions, formulations, samples, data and information as of the Effective Date regarding the Technology.

1.3 "Assigned Know-How Rights" shall mean Imprimis' rights in all trade secret and other know-how rights as of the Effective Date specific to the Technology.

1.4 "Assigned Patent Rights" shall mean, collectively, (a) all patent applications (including provisional patent applications) listed on Schedule A, together with all divisionals, continuations and continuations-in-part that claim priority to, or common priority with, the foregoing; (b) all patents issuing therefrom (including utility models and design patents and certificates of invention), together with all reissues, renewals, extensions or additions thereof and thereto; and (c) all foreign counterparts with or to any of the foregoing.

1.5 "Confidential Information" shall mean all information and data that (a) is provided by one party to the other party under this Agreement, and (b) if disclosed in writing or other tangible medium is marked or identified as confidential at the time of disclosure to the recipient, is acknowledged at the time of disclosure to be confidential, or otherwise should reasonably be deemed to be confidential. Imprimis' Confidential Information includes, without limitation, embodiments of the Licensed Know-How Rights. Eton's Confidential information includes, without limitation, the Assets. Notwithstanding the foregoing, Confidential Information of a party shall not include that portion of such information and data which, and only to the extent, the recipient can establish by written documentation: (i) is known to the recipient as evidenced by its written records before receipt thereof from the disclosing party, (ii) is disclosed to the recipient free of confidentiality obligations by a third person who has the right to make such disclosure, (iii) is or becomes part of the public domain through no fault of the recipient, or (iv) the recipient can reasonably establish is independently developed by persons on behalf of recipient without access to or use of the information disclosed by the disclosing party.

1.6 “First Commercial Sale” shall mean, with respect to any Product, the first sale of such Product after all applicable marketing and pricing approvals (if any) have been granted by the applicable governing health authority of such country.

1.7 “Licensed Know-How Rights” shall mean Imprimis’ rights in all trade secret or other know-how rights as of the Effective Date regarding the Technology, excluding the Assigned Know-How Rights and Assigned Patent Rights.

1.8 “Licensee” shall mean a Third Party to whom Eton or its Affiliate has granted a license, immunity or other right under the Assigned Patent Rights to offer to sell, sell or otherwise commercialize one or more Products, provided such license has not expired or been terminated.

1.9 “Net Licensing Revenues” shall mean, with respect to any Product, the aggregate consideration received by Eton or its Affiliates in connection with the grant by Eton or its Affiliates to a Licensee of a license, immunity or other right under the Assigned Patent Rights to offer to sell, sell or otherwise commercialize such Product, excluding amounts calculated on the sales price of such Product.

1.10 “Net Receipts” shall mean, with respect to any Product, the aggregate of the Net Sales thereof and Net Licensing Revenues therefrom.

1.11 “Net Sales” shall mean, with respect to any Product, the gross sales price for such Product invoiced by Eton, its Licensees or their respective Affiliates to customers who are not Affiliates (or are Affiliates but are the end users of such Product), less (a) credits, allowances, discounts and rebates to, and chargebacks from the account of, such customers; (b) freight and insurance costs in transporting such Product to the extent separately invoiced and included in the gross sales price; (c) cash, quantity and trade discounts, rebates and other price reductions for such Product; (d) sales, use, value-added and other direct taxes for such Product to the extent separately invoiced and included in the gross sales price; (e) customs duties, tariffs, surcharges and other governmental charges incurred in exporting or importing such Product to the extent separately invoiced and included in the gross sales price; and (f) an allowance for uncollectible or bad debts for such Product determined in accordance with generally accepted accounting principles not to exceed 3% of Net Sales of such Product for the applicable quarterly reporting period before giving effect to this subsection (f).

1.12 “Patent Issuance” shall mean issuance of a patent from, claiming priority to, or claiming common priority with, a patent application listed on Schedule A, or any foreign counterpart of the foregoing.

1.13 “Payment Period” shall mean, on a Product-by-Product and country-by-country basis, the period of time equal to the longer of (a) beginning on the date of the First Commercial Sale of such Product in such country and continuing during the term for which a Valid Claim (if such Valid Claim were in an issued patent) in such country remains in effect and would be infringed (if such Valid Claim were in an issued patent owned solely by a Third Party) by the manufacture, use, offer for sale, sale or import of such Product in such country; and (b) fifteen (15) years following the date of the First Commercial Sale of the Product in such country.

1.14 "Person" shall mean any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group of any of the foregoing.

1.15 "Product" shall mean any product, in any form or formulation for injectable administration, comprising synthetic corticotropin.

1.16 "Product Supported Patent Rights" shall mean, collectively, (a) all patent applications hereafter filed anywhere in the world; (b) all patents that have issued or in the future issue from any of the foregoing patent applications, including without limitation utility models, design patents and certificates of invention; and (c) all divisionals, continuations, continuations-in-part, reissues, renewals, extensions or additions to any such patents and patent applications; in each case that use or are supported by data and information derived from the development, manufacture or use of the Product or otherwise from the exploitation of the Technology; provided, however, that Product Supported Patent Rights shall exclude the Assigned Patent Rights.

1.17 "Technology" shall mean, collectively, the Product together with all methods of manufacture or use thereof.

1.18 "Third Party" shall mean any Person other than Imprimis, Eton or their respective Affiliates.

1.19 "Valid Claim" shall mean either (a) a claim of an issued and unexpired patent included within the Assigned Patent Rights, which has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, or (b) a claim of a pending patent application included within the Assigned Patent Rights, which claim was filed in good faith and has not been abandoned or finally disallowed without the possibility of appeal or refiling of such application.

2. Purchase and Sale of the Assets.

2.1 Assets. Subject to the terms and conditions of this Agreement, Eton hereby purchases from Imprimis, and Imprimis hereby sells, conveys, transfers and assigns to Eton, on the Effective Date, all of Imprimis' right, title and interest in and to the Assets. To the extent necessary to comply with applicable privacy laws, Imprimis shall have the right to redact patient identifying information from any data or information transferred to Eton.

2.2 No Assumption of Liabilities. Eton shall not be obligated to assume or perform and is not assuming or performing any liabilities or obligations of Imprimis which relate to Imprimis' ownership of the Assets prior to the Effective Date or otherwise, whether known or unknown, fixed or contingent, certain or uncertain, and regardless of when they are or were asserted, and Imprimis shall remain responsible for such liabilities.

2.3 Transfer Documents. The sale, conveyance, transfer and assignment of the Assets may be further evidenced by the due execution and delivery by the parties of any additional bills of sale, assignment or other title transfer documents and instruments as reasonably requested by Eton evidencing the sale, conveyance, transfer and assignment of the Assets in accordance with this Agreement.

3. License Grants.

3.1 License to Eton.

3.1.1 Subject to the terms and conditions of this Agreement, Imprimis hereby grants to Eton a non-exclusive, irrevocable, perpetual, non-transferable (except in connection with a permitted assignment of this Agreement), worldwide license under the Licensed Know-How Rights to develop, make, have made, use, offer for sale, sell, and import one or more Products.

3.1.2 Eton shall have the right to grant sublicenses, through multiple tiers, to Third Parties and Affiliates for the purpose of developing, manufacturing, seeking regulatory approval for, or commercializing any Product. Any such sublicense shall be subject and subordinate to the terms and conditions of this Agreement.

3.2 Grantback License.

3.2.1 Subject to the terms and conditions of this Agreement, Eton hereby grants to Imprimis a non-exclusive, irrevocable, perpetual, non-transferable (except in connection with a permitted assignment of this Agreement), worldwide license under the Product Supported Patent Rights for all uses, other than to develop, make, have made, use, offer for sale, sell, and import one or more Products.

3.2.2 Imprimis shall have the right to grant sublicenses, through multiple tiers, to Third Parties and Affiliates.

3.3 No Implied Licenses. Only licenses and rights expressly granted herein shall be of legal force and effect. No license or other right shall be created hereunder by implication, estoppel, or otherwise.

4. Representations and Warranties.

4.1 Mutual Representations and Warranties. Each party represents and warrants to the other party as follows:

4.1.1 Organization. Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

4.1.2 Authorization and Enforcement of Obligations. Such party (a) has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and (b) has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

4.1.3 Consents. All necessary consents, approvals and authorizations of all governmental authorities and other persons or entities required to be obtained by such party in connection with this Agreement have been obtained.

4.1.4 No Conflict. The execution and delivery of this Agreement and the performance of such party's obligations hereunder (a) do not conflict with or violate any requirement of applicable laws, regulations or orders of governmental bodies; and (b) do not conflict with, or constitute a default under, any contractual obligation of such party.

4.2 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 4.1, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ASSETS, LICENSED KNOW-HOW RIGHTS, OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING VALIDITY, ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE ASSETS AND LICENSED KNOW-HOW RIGHTS ARE PROVIDED "AS IS."

5. Financial Terms.

5.1 Milestone Payment. Within thirty (30) days following the first Patent Issuance, Eton shall give written notice to Imprimis and shall pay to Imprimis a non-refundable and noncreditable payment of fifty thousand dollars ($50,000).

5.2 Net Receipts Payments.

5.2.1 Net Receipts Payment Amounts.

(a) Payment Amount. Subject to the provisions in this Section 5.2.1, on a Product-by-Product and country-by-country basis, Eton shall pay to Imprimis, on a quarterly basis, six percent (6%) of Net Receipts during the applicable Payment Period (the "Payment Amount"); provided, however, if, during the applicable Payment Period, the manufacture, use, offer for sale, sale, or import of such Product in a particular country would not infringe a Valid Claim (if such Valid Claim were in an issued patent owned solely by a Third Party), then the applicable Payment Amount with respect to such Product in such country shall be reduced by one-half (½).

(b) Discounts. If Eton, its Licensees or their respective Affiliates sells the Product to a Third Party who also purchases other products or services from Eton, its Licensees or their respective Affiliates, and Eton, its Licensees or their respective Affiliates discounts the purchase price of the Product to a greater degree than it generally discounts the price of its other products or services to such customer, then in such case the Net Sales for the sale of the Product to such Third Party shall equal the arm's length price that Third Parties would generally pay for the Product alone when not purchasing any other product or service from Eton, its Licensee or their respective Affiliates. For purposes of this provision, "discounting" includes establishing the list price at a lower-than-normal level.

(c) Incentives. If Eton, its Licensees or their respective Affiliates sells the Product to a Third Party who also purchases other products or services from Eton, its Licensees or their respective Affiliates during the same period pursuant to a pharmacy, performance or other incentive program, a disease management or similar program, or any other discount, chargeback or credit program for products or services purchased, then for purposes of calculating Net Sales of the Product hereunder for such period, all discounts, chargebacks, credits and the like for such Third Party shall be allocated in proportion to the respective list prices of all products or services sold to such Third Party during such period.

5.2.2 Reports and Net Receipts Payments. Within sixty (60) days after the end of each calendar quarter during the applicable Payment Period, Eton shall deliver to Imprimis a report setting forth for such calendar quarter (a) the calculation of the applicable Payment Amount; (b) the payments due under this Agreement for the sale of each Product; and (c) the applicable exchange rate as determined below. Eton shall remit the total payments due for the sale of Products during such calendar quarter at the time such report is made. No such reports or payments shall be due for any Product before the First Commercial Sale of such Product. With respect to Net Receipts received in United States dollars, all amounts shall be expressed in United States dollars. With respect to Net Receipts received in a currency other than United States dollars, all amounts shall be expressed both in the currency in which the amount is invoiced (or received as applicable) and in the United States dollar equivalent. The United States dollar equivalent shall be calculated using the average of the exchange rate (local currency per US$1) published in The Wall Street Journal, Western Edition, under the heading "Currency Trading" on the last business day of each month during the applicable calendar quarter.

5.3 Payment Provisions.

5.3.1 Payment Method. All payments by Eton to Imprimis hereunder shall be in United States dollars in immediately available funds and shall be made by wire transfer from a United States bank located in the United States to such bank account as designated from time to time by Imprimis to Eton.

5.3.2 Payment Terms. The Payment Amount shown to have accrued by each report provided for under Section 5.2.2 shall be due on the date such report is due. Payment of Payment Amount in whole or in part may be made in advance of such due date.

5.3.3 Withholding Taxes. Eton shall be entitled to deduct the amount of any withholding taxes, value-added taxes or other taxes, levies or charges with respect to such amounts, other than United States taxes, payable by Eton, its Licensees or their respective Affiliates, or any taxes required to be withheld by Eton, its Licensees or their respective Affiliates, to the extent Eton, its Licensees or their respective Affiliates pay to the appropriate governmental authority on behalf of Imprimis such taxes, levies or charges. Eton shall use reasonable efforts to minimize any such taxes, levies or charges required to be withheld on behalf of Imprimis by Eton, its Licensees or their respective Affiliates. Eton promptly shall deliver to Imprimis proof of payment of all such taxes, levies and other charges, together with copies of all communications from or with such governmental authority with respect thereto.

5.4 Audits. Upon the written request of Imprimis and not more than once in each calendar year, Eton shall permit an independent certified public accounting firm selected by Imprimis and reasonably acceptable to Eton, at Imprimis' expense, to have access during normal business hours to such of the financial records of Imprimis as may be reasonably necessary to verify the accuracy of the Payment Amount reports hereunder for the eight (8) calendar quarters immediately prior to the date of such request. If such accounting firm concludes that additional amounts were owed during the audited period, Eton shall pay such additional amounts within thirty (30) days after the date Imprimis delivers to Eton such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by Imprimis; provided, however, if the audit discloses that the Payment Amount payable by Eton for such period are more than one hundred five percent (105%) of the Payment Amount actually paid for such period, then Eton shall pay the fees and expenses charged by such accounting firm. Imprimis shall cause its accounting firm to retain all financial information subject to review under this Section 5.4 in strict confidence. Imprimis shall treat all such financial information as Eton's confidential information, and shall not disclose such financial information to any Third Party or use it for any purpose other than as specified in this Section 5.4.

5.5 Survival. This Section 5 shall survive the expiration or termination of this Agreement and shall only terminate upon the expiration of the Payment Period and all payment obligations.

6. Post-Effective Date Covenants.

6.1 Eton Diligence.

6.1.1 Eton shall use commercially reasonable efforts (whether alone or with or through its Licensees and its or their respective Affiliates) to research, develop and commercialize Products.

6.1.2 Eton shall control, at its sole expense, the preparation, filing, prosecution, maintenance and enforcement of the Assigned Patent Rights consistent with prudent business practices, and shall consider in good faith the interests of Imprimis.

6.2 Imprimis Covenants.

6.2.1 Within thirty (30) days after the Effective Date, Imprimis shall transfer to Eton all tangible embodiments of the Technology in the possession and control of Imprimis.

6.2.2 Imprimis shall provide cooperation reasonably requested by Eton in connection with Eton's efforts to establish, perfect, defend, or enforce its rights in or to the Assets (including without limitation the Assigned Patent Rights). Such cooperation shall include, without limitation, (a) executing such further assignments, transfers, licenses, releases and consents, and (b) providing such data and information, consulting with Eton and executing and delivering all such further documents and instruments, in each case as reasonably requested by Eton regarding the Assets (including without limitation the Assigned Patent Rights).

7. Indemnification.

7.1 Indemnification of Eton. Subject to the provisions of this Section 7, Imprimis shall indemnify, defend and hold harmless Eton, its officers, directors, affiliates, agents, stockholders and representatives (collectively, the "Eton Indemnitees"), from and against any and all losses, liabilities, damages and expenses (including without limitation reasonable attorneys' fees and costs) incurred as a result of any claim, demand, action or proceeding by any Third Party (collectively, "Losses") incurred or suffered by an Eton Indemnitee to the extent arising out of:

7.1.1 any breach of the representations and warranties of Imprimis set forth in this Agreement;

7.1.2 any breach of any covenant or agreement of Imprimis set forth in this Agreement or in any certificate, instrument, or other document delivered pursuant to this Agreement; and

7.1.3 the ownership or exploitation of the Assets prior to the Effective Date or any liability or obligation whatsoever of Imprimis.

7.2 Indemnification of Imprimis. Subject to the provisions of this Section 7, Eton shall indemnify and hold harmless Imprimis, its officers, directors, affiliates, agents, stockholders and representatives (collectively, the "Imprimis Indemnitees"), from and against any and all Losses incurred or suffered by an Imprimis Indemnitee to the extent arising out of:

7.2.1 any breach of the representations and warranties of Eton set forth in this Agreement;

7.2.2 any breach of any covenant or agreement of Eton set forth in this Agreement or in any certificate, instrument, or other document delivered pursuant to this Agreement;

7.2.3 the ownership or exploitation of the Assets after the Effective Date or the manufacture, use, or sale of any Product solely by Eton, its Licensees or their respective Affiliates or the use of any Product by their customers.

7.3 Procedure. A party seeking indemnification (the "Indemnitee") shall promptly notify the other party (the "Indemnifying Party") in writing of a claim or suit; provided that an Indemnitee's failure to give such notice or delay in giving such notice shall not affect such Indemnitee's right to indemnification under this Section 7 except to the extent that the Indemnifying Party has been prejudiced by such failure or delay. The Indemnifying Party shall have the right to control the defense of all indemnification claims hereunder. The Indemnitee shall have the right to participate at its own expense in the claim or suit with counsel of its own choosing. The Indemnifying Party shall consult with the Indemnitee in good faith with respect to all non-privileged aspects of the defense strategy. The Indemnitee shall cooperate with the Indemnifying Party as reasonably requested, at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any claim or suit without the Indemnitee's prior written consent, which consent shall not be unreasonably withheld.

8. Confidentiality.

8.1 Confidential Information. During the term of this Agreement, and for a period of five (5) years following the expiration or earlier termination hereof, except as otherwise provided in this Section 8, each party shall maintain in confidence the Confidential Information of the other party except as expressly permitted herein, and shall not use, disclose or grant the use of the Confidential Information except on a need-to-know basis to those directors, officers, employees and contractors, to the extent such disclosure is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. To the extent that disclosure by a party is authorized by this Agreement, prior to disclosure, such party shall obtain agreement of any such Person to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

8.2 Terms of this Agreement. Neither party shall disclose any terms or conditions of this Agreement to any Third Party without the prior consent of the other party; provided, however, that a party may disclose the terms or conditions of this Agreement, (a) on a need-to-know basis to its legal and financial advisors to the extent such disclosure is reasonably necessary, and (b) to a third party in connection with (i) an equity investment in such party, (ii) a merger, consolidation or similar transaction by such party, (iii) a permitted sublicense under this Agreement, or (iv) the sale of all or substantially all of the assets of such party. Notwithstanding the foregoing, prior to execution of this Agreement, the parties have agreed upon the substance of information that can be used to describe the terms of this transaction, and each party may disclose such information, as modified by mutual agreement from time to time, without the other party's consent.

8.3 Permitted Disclosures. The confidentiality obligations contained in this Section 8 shall not apply to the extent that a party is required (i) in the reasonable opinion of such party's legal counsel, to disclose information by applicable law, regulation, rule (including rule of a stock exchange or automated quotation system), order of a governmental agency or a court of competent jurisdiction or legal process, including tax authorities, or (ii) to disclose information to any governmental agency for purposes of obtaining approval to test or market a product, provided in either case that, to the extent practicable, such party shall provide written notice thereof to the other party and sufficient opportunity to object to any such disclosure or to request confidential treatment.

8.4 Injunctive Relief. Each party acknowledges that it will be impossible to measure in money the damage to the other party if such party fails to comply with the obligations imposed by this Section 8, and that, in the event of any such failure, the other party may not have an adequate remedy at law or in damages. Accordingly, each party agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is an appropriate remedy for any such failure and shall not oppose the granting of such relief on the basis that the disclosing party has an adequate remedy at law. Each party agrees that it shall not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party seeking or obtaining such equitable relief.

9. Term, Expiration, and Condition Precedent.

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until expiration of all payment obligations hereunder.

9.2 Effect of Expiration. Expiration of this Agreement shall be without prejudice to any rights which shall have accrued to the benefit of any party prior to such expiration. Without limiting the foregoing, Sections 1, 3, 5, 7, 8, 9, and 10 shall survive any expiration of this Agreement.

9.3 Condition Precedent. Notwithstanding anything to the contrary herein, the effectiveness of this Agreement is conditioned upon Eton having received net proceeds of the sale of its equity securities to Third Parties of not less than ten million dollars ($10,000,000.00) in cash, whether individually or in the aggregate, within ninety (90) days after the Effective Date. If Eton fails to satisfy such condition precedent, then unless such condition precedent is expressly waived or modified in writing by Imprimis, this Agreement shall be null and void ab initio.

10. Miscellaneous.

10.1 Assignment. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that a party may, without such consent, assign this Agreement and its rights and obligations hereunder (a) to any Affiliate, or (b) in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment in violation of this Section 10.1 shall be void.

10.2 Severability. Any provision of this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

10.3 Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal court located in the Southern District of the State of California or state court in San Diego, California having jurisdiction, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

10.4 Entire Agreement; Amendment. This Agreement, together with the Schedule A hereto, and each additional document, instrument or other agreement to be executed and delivered pursuant hereto constitute all of the agreements of the parties with respect to, and supersede all prior agreements and understandings relating to the subject matter of, this Agreement or the transactions contemplated by this Agreement. This Agreement may not be modified or amended except by a written instrument specifically referring to this Agreement signed by the parties hereto.

10.5 Waiver. No waiver by one party of the other party's obligations, or of any breach or default hereunder by any other party, shall be valid or effective, unless such waiver is set forth in writing and is signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature or any other breach or default by such other party.

10.6 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by a party to the other party shall be in writing, delivered by any lawful means to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and (except as otherwise provided in this Agreement) shall be effective upon receipt by the addressee.

If to Imprimis: Imprimis Pharmaceuticals, Inc.
12264 El Camino Real, Suite 350
San Diego, California 92130
Attention: Chief Executive Officer

If to Eton: Eton Pharmaceuticals, Inc.
12264 El Camino Real, Suite 350
San Diego, California 92130
Attention: Executive Director

10.7 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each party has caused a duly authorized representative to execute this Agreement as of the date first written above.

IMPRIMIS PHARMACEUTICALS, INC.

By: */s/ Mark L. Baum*
Name: Mark L. Baum
Title: Chief Executive Officer

ETON PHARMACEUTICALS, INC.

By: */s/ Andrew R. Boll*
Name: Andrew R. Boll
Title: Executive Director

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ETON PHARMACEUTICALS, INC.
A Delaware Corporation

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Eton Pharmaceuticals, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Eton Pharmaceuticals, Inc., and that this corporation was originally incorporated pursuant to the DGCL on April 27, 2017.

2. This Amended and Restated Certificate of Incorporation of the Corporation was duly adopted in accordance with Sections 242 and 245 of the DGCL and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation as follows:

FIRST: The name of this corporation is Eton Pharmaceuticals, Inc. (the "Corporation").

SECOND: The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is 850 New Burton Road, Suite 201, Dover, DE 19904, County of Kent; and the name of the registered agent of the Corporation in the State of Delaware at such address is Cogency Global Inc.

THIRD: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH: The aggregate number of shares of stock which this Corporation shall have authority to issue is Sixty Million (60,000,000) shares, consisting of (a) Fifty Million (50,000,000) shares of common stock, par value $0.001 per share (the "Common Stock"), and (b) Ten Million (10,000,000) shares of preferred stock, par value $0.001 per share (the "Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

4.1 Common Stock. The Corporation is authorized to issue up to Fifty Million (50,000,000) shares of Common Stock. Each outstanding share of Common Stock of the Corporation shall be entitled to one vote and each fractional share of Common Stock shall be entitled to a corresponding fractional vote on each matter submitted to a vote of the shareholders. A majority of all shares of stock, based on the number of votes to which they are entitled, of both Common Stock and Preferred Stock voting together as a single class represented in person or by proxy, shall constitute a quorum at a meeting of shareholders or as required for an action taken by written consent. Except as otherwise provided by this Certificate of Incorporation, if a quorum is present, the affirmative vote of a majority of the shares, based on the number of votes to which they are entitled, represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. Cumulative voting shall not be allowed in the election of directors of the Corporation.

B. PREFERRED STOCK

Ten Million (10,000,000) shares of Preferred Stock of the Corporation are hereby designated "Series A Preferred Stock" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Par Value; Stated Value. Each share of Series A Preferred Stock shall have a par value of $0.001 and a stated value equal to $3.00 (the "**Stated Value**").

2. Definitions. In addition to the terms defined elsewhere in this Certificate of Designations, the following terms have the meanings indicated:

"Announced IPO Date" shall have the meaning given in Section 8(f).

"**Business Day**" means any day other than Saturday, Sunday and any day on which banks are required or authorized by law to be closed in the State of California.

"**Commission**" means the Securities and Exchange Commission.

"**Common Stock**" means the common stock of the Corporation, par value $0.001 per share.

"**Common Stock Equivalents**" means any securities of the Corporation or its subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant, other instrument, or other subscription or purchase right with respect to Common Stock, that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"**Conversion Amount**" means the sum of the Stated Value plus all accrued and unpaid Dividends thereon plus, if any, other unpaid amounts due under this Certificate of Designation.

Conversion Price" shall have the meaning given in Section 8.

"**Dividend Rate**" means a percentage of the Stated Value per share, as adjusted for any stock split, stock dividend, stock combination or other similar transactions with respect to the Series A Preferred Stock, of six percent (6%) per annum, provided, that if an Event of Default shall have occurred and be continuing, the Dividend Rate shall automatically be increased to twelve percent (12%) per annum during the period of such Event of Default, until such Event of Default is later cured.

"**Event of Default**" shall have the meaning given in Section 17.

"**Holder**" means any holder of Series A Preferred Stock.

"IPO" means a firm commitment underwritten initial public offering of the Corporation's Common Stock pursuant to a registration statement filed on Form S-1 (or any successor from thereto) that is declared effective by the SEC and consummated prior to the Redemption Date.

"IPO Notice" shall have the meaning given in Section 8(f).

"IPO Price to Public" means the price to public specified in the IPO registration statement.

"**Junior Securities**" means the (i) Common Stock and all other equity or equity equivalent securities of the Corporation, and (ii) all equity or equity equivalent securities issued by the Corporation after the Original Issue Date that do not rank senior to or pari passu with the Series A Preferred Stock.

"**Original Issue Date**" means the date of the first issuance of any shares of the Series A Preferred Stock regardless of the number of transfers of any particular shares of Series A Preferred Stock and regardless of the number of certificates that may be issued to evidence such Series A Preferred Stock.

"**Person**" means any individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture or other non-corporate business enterprise, limited liability company, joint stock company, trust, organization, business, labor union or government (or an agency or subdivision thereof) or any court or other federal, state, local or other governmental authority or other entity of any kind.

"**Required Holders**" means the Holders that hold at least a majority of the Series A Preferred Stock then outstanding.

"**Securities Purchase Agreement**" means that certain securities purchase agreement, dated as of June 16, 2017, by and among the Corporation and the purchasers of the Series A Preferred Stock named therein.

"**Series A Preferred Stock**" means the Series A Convertible Preferred Stock, $0.001 par value, of the Corporation, which is convertible into shares of Common Stock.

"**Subsequent Placement**" has the meaning given to it in Section 4(k) of the Securities Purchase Agreement.

"**Underlying Shares**" means the shares of Common Stock issuable upon conversion of the Series A Preferred Stock.

3. Voting Rights.

Except as otherwise required by law or hereunder, the Series A Preferred Stock shall vote together, and not separately as a class, with the Common Stock and all other shares of stock of the Corporation having general voting power. The holder of each share of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such share of Series A Preferred Stock could be converted at the record date for determination of the stockholders entitled to vote on such matters, or, if no record date is established, at the date such vote is taken or the effective date of any written consent. Fractional votes of the holders of Series A Preferred Stock shall not, however, be permitted and fractional voting rights shall be (after aggregating all shares into which shares of Series A Preferred Stock held by each Holder could be converted) rounded to the nearest whole number (with one-half being rounded upward). Holders of Series A Preferred Stock shall be entitled to notice of any stockholders meetings in accordance with the Bylaws of the Corporation, as if such Holders owned shares of Common Stock.

Unless the consent or approval of a greater number of shares shall then be required by law, the affirmative vote of the Required Holders shall be necessary to (1) authorize, increase the authorized number of shares of or issue (including on conversion or exchange of any convertible or exchangeable securities or by reclassification) any additional shares of Series A Preferred Stock or any shares of capital stock of the Corporation having any right, preference or priority ranking senior to or pari passu with Series A Preferred Stock, (2) authorize, adopt or approve any amendment to the Certificate of Incorporation, the Bylaws or this Certificate of Designations that would increase or decrease the par value of the shares of the Series A Preferred Stock, alter or change the powers, preferences or rights of the shares of Series A Preferred Stock or alter or change the powers, preferences or rights of any other capital stock of the Corporation if after such alteration or change such capital stock would be senior to or pari passu with Series A Preferred Stock, (3) amend, alter or repeal the Certificate of Incorporation, the Bylaws or this Certificate of Designations so as to affect the shares of Series A Preferred Stock adversely, including in connection with a merger, recapitalization, reorganization or otherwise, (4) authorize or issue any security convertible into, exchangeable for or evidencing the right to purchase or otherwise receive any shares of any class or classes of capital stock of the Corporation having any right, preference or priority ranking senior to or pari passu with Series A Preferred Stock, (5) organize a subsidiary of the Corporation or (6) pay or set apart for payment any dividend on any Junior Securities or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any Junior Securities whether in cash, obligations or shares of Corporation or other property, and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or redeem any Junior Securities or any such warrants, rights, calls or options.

4. Dividends.

(a) Holders shall be entitled to receive, out of funds legally available therefor, and the Corporation shall pay, cumulative dividends on the Series A Preferred Stock at the Dividend Rate per share. Dividends on the Series A Preferred Stock shall accrue daily commencing as of the Original Issue Date at the Dividend Rate then in effect, and shall be deemed to accrue from the Original Issue Date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Dividends on the Series A Preferred Stock shall (i) be calculated on the basis of a 365-day year, and (ii) be payable quarterly in arrears commencing on June 30, 2017 and thereafter on each June 30, September 30, December 31 and March 31, except if such date is not a Business Day, such dividend shall be payable on the next succeeding Business Day (each, a "**Dividend Payment Date**").

(b) The Corporation shall pay required dividends in cash, except as otherwise provided in this Certificate of Designations.

(c) Except as authorized in accordance with Section 3, so long as any Series A Preferred Stock is outstanding, the Corporation shall not pay or set apart for payment any dividend on any Junior Securities or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any Junior Securities whether in cash, obligations or shares of Corporation or other property, and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or redeem any Junior Securities or any such warrants, rights, calls or options.

5. Registration of Series A Preferred Stock. The Corporation or its Transfer Agent shall register shares of the Series A Preferred Stock, upon records to be maintained by the Corporation or its Transfer Agent, as the case may be, for that purpose (the "**Series A Preferred Stock Register**"), in the name of the record Holders thereof from time to time. The Corporation may deem and treat the registered Holder of shares of Series A Preferred Stock as the absolute owner thereof for the purpose of any conversion hereof or any distribution to such Holder, and for all other purposes, absent actual written notice to the contrary from the registered Holder.

6. Registration of Transfers. The Corporation shall register the transfer of any shares of Series A Preferred Stock in the Series A Preferred Stock Register, upon surrender of certificates evidencing such shares to the Corporation at its address specified herein. Upon any such registration or transfer, a new certificate evidencing the shares of Series A Preferred Stock so transferred shall be issued to the transferee and a new certificate evidencing the remaining portion of the shares not so transferred, if any, shall be issued to the transferring Holder; provided that if the Corporation does not so record an assignment, transfer or sale (as the case may be) within two (2) Business Days of its receipt of such a request, then the Series A Preferred Stock Register shall be automatically updated to reflect such assignment, transfer or sale (as the case may be).

7. Liquidation.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (a "**Liquidation Event**"), the Holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Junior Securities by reason of their ownership thereof, an amount per share in cash equal to the greater of (x) the Stated Value for each share of Series A Preferred Stock then held by them (as adjusted for any stock split, stock dividend, stock combination or other similar transactions with respect to the Series A Preferred Stock), plus all accrued and unpaid dividends on such Series A Preferred Stock as of the date of such event, or (y) the amount payable per share of Common Stock which such Holder of Series A Preferred Stock would have received if such Holder had converted to Common Stock immediately prior to the Liquidation Event all of the shares of Series A Preferred Stock then held by such Holder together with all accrued but unpaid dividends on such Series A Preferred Stock as of the date of such event (the "**Series A Stock Liquidation Preference**"). If, upon the occurrence of a Liquidation Event, the funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such Holders of the full Series A Stock Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the Holders of the Series A Preferred Stock in proportion to the aggregate Series A Stock Liquidation Preference that would otherwise be payable to each of such Holders. Such payment shall constitute payment in full to the holders of the Series A Stock upon the Liquidation Event. After such payment shall have been made in full, or funds necessary for such payment shall have been set aside by the Corporation in trust for the account of the holders of Series A Preferred Stock, so as to be immediately available for such payment, such holders of Series A Preferred Stock shall be entitled to no further participation in the distribution of the assets of the Corporation. The sale of all or substantially all of the assets of the Corporation, or merger, tender offer or other business combination to which the Corporation is a party in which the voting stockholders of the Corporation prior to such transaction do not own a majority of the voting securities of the resulting entity or by which any person or group acquires beneficial ownership of 50% or more of the voting securities of the Corporation or resulting entity shall, for the purposes of this Certificate of Designations, be deemed to be a Liquidation Event.

(b) In the event of a Liquidation Event, following completion of the distributions required by the first sentence of paragraph (a) of this Section 7, if assets or surplus funds remain in the Corporation, the holders of the Junior Securities shall share in all remaining assets of the Corporation, in accordance with the General Corporation Law of Delaware and the Certificate of Incorporation of the Corporation, as amended.

8. Conversion. The Series A Preferred Stock held by a Holder may be converted into validly issued, fully paid and non-assessable shares of Common Stock on the terms and conditions set forth in this Section 8.

(a) Mandatory Conversion - IPO. Upon consummation of the IPO, each share of Series A Preferred Stock shall automatically convert, through no further action on the part of the Corporation or the Holder, into that number of shares of Common Stock equal to the quotient of (A) the Conversion Amount divided by (B) the Conversion Price. For the purpose of this Section 8(a), the "Conversion Price" shall be equal to fifty percent (50%) of the IPO Price to Public (rounded to two decimal places); *provided*; *however*, that in no event shall the Conversion Price be greater than $3.00 or nor less than $2.25, in each case as adjusted for stock splits, stock dividends, stock combinations, recapitalizations, or the like that occur after the Original Issuance Date in accordance with Section 13.

(b) Mandatory Conversion – Financing. Upon consummation of a Subsequent Placement approved by the Required Holders pursuant to Section 4(k) of the Securities Purchase Agreement, each share of Series A Preferred Stock shall automatically convert, through no further action on the part of the Corporation or the Holder, into that number of shares of Common Stock equal to the quotient of (A) the Conversion Amount divided by (B) the Conversion Price. For the purposes of this Section 8(b), the "Conversion Price" shall be equal to fifty percent (50%) of the purchase price of the securities being sold by the Corporation in such Subsequent Placement (rounded to two decimal places); *provided*; *however*, that in no event shall the Conversion Price be greater than $3.00 or nor less than $2.25, in each case as adjusted for stock splits, stock dividends, stock combinations, recapitalizations, or the like that occur after the Original Issuance Date in accordance with Section 13.

(c) Optional Conversion. At any time after the Issuance Date and until ten (10) calendar days prior to the consummation of the IPO (as set forth in the IPO Notice), each Holder shall be entitled to convert its Series A Preferred Stock into that number of shares of Common Stock equal to the quotient of (A) the Conversion Amount divided by (B) the Conversion Price. For the purposes of this Section 8(c), the "**Conversion Price**" shall be equal to $3.00, as adjusted for stock splits, stock dividends, stock combinations, recapitalizations, or the like that occur after the Issuance Date in accordance with Section 13.

(d) Mechanics of Conversion. To convert Series A Preferred stock pursuant to Sections 8(c) above into shares of Common Stock on any date (a "**Conversion Date**"), the Holder shall deliver (whether via facsimile or otherwise) a copy of a properly and fully-completed and executed notice of conversion in the form attached hereto as Exhibit A (the "**Conversion Notice**") to the Corporation. On or before the second Business Day following the date of receipt of such Conversion Notice, the Corporation shall transmit by facsimile or email (by attachment in PDF format) an acknowledgment of confirmation of receipt of such Conversion Notice to the Holder and the Corporation's transfer agent (the "**Transfer Agent**"). On or before the third Business Day following the date of receipt of a Conversion Notice or the triggering of a mandatory conversion pursuant to Section 8(a) or 8(b) above, the Corporation shall instruct the Transfer Agent to issue and deliver (via reputable overnight courier) to the Holder a certificate, registered in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder shall be entitled, with the legends required by the Securities Purchase Agreement or applicable law. The Holder shall not be required to physically surrender the Series A Preferred Stock in connection with any conversion in accordance with this Section 8.

(e) No Fractional Shares; Transfer Taxes. The Corporation shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Corporation shall round such fraction of a share of Common Stock up to the nearest whole share. The Corporation shall pay any and all transfer, stamp, issuance and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon any conversion.

(f) Announcement of Initial Public Offering. After such time as the Company determines that it will consummate an IPO, it shall send a notice to the Holder (the "**IPO Notice**") of the proposed consummation date of the IPO (the expected date of such consummation is the "**Announced IPO Date**"), but such IPO Notice shall be dispatched in any event no later than ten (10) calendar days prior to such Announced IPO Date. To the extent that the Announced IPO Date is subsequently advanced or delayed, the Company shall send an amended IPO Notice of the revised proposed consummation date of the IPO to the Holder; provided, however, the Company may not advance the Announced IPO Date to a date less than five (5) Business Days after the date of the latest amending IPO Notice. If any Announced IPO Date is delayed, the amending IPO Notice will be deemed the establishment of a new Announced IPO Date and any Conversion Notice given based on a previously Announced IPO Date will be deemed cancelled unless the Holder affirms in writing the Conversion Notice as given.

9. Redemption Rights.

(a) No Optional Redemption. The Corporation shall have no right to redeem the Series A Preferred Stock except as set forth in this Section 9.

(b) Mandatory Cash Redemption. On December 31, 2018, subject to extension upon the prior written approval of the Required Holders (the "**Mandatory Redemption Date**"), the Corporation shall repurchase all of the outstanding shares of Series A Preferred Stock at a price equal to the Stated Value (as adjusted for any stock split, stock dividend, stock combination or other similar transactions with respect to the Series A Preferred Stock) of such shares of Series A Preferred Stock, plus all accrued but unpaid dividends thereon to the date of payment (the "**Redemption Price**"), in cash ("**Mandatory Cash Redemption**").

(c) Redemption In-Kind. Upon an Event of Default, and while the Event of Default is continuing, the Required Holders may elect in writing to cause the Corporation ("**Mandatory Redemption Notice**") to repurchase the Series A Preferred Stock through the Corporation's distribution of the assets of the Corporation having a value equal to the Redemption Price to the Holders or, upon the election of the Required Holders, a trust or other entity established by the Required Holders for purposes of receiving the assets of the Corporation ("**Mandatory In-Kind Redemption**"). Within ten days of the Corporation's receipt of the Mandatory Redemption Notice, the Corporation shall hire an independent nationally recognized valuation firm ("**Valuation Firm**") not unacceptable to the Required Holders for purposes of determining the fair market value of the Corporation's assets ("**Valuation**"). The Valuation Firm shall conduct the Valuation using such criteria and methodologies as are proposed by the Valuation Firm and not unacceptable to the Corporation or the Required Holders. The Valuation shall assign fair market values to each significant group of assets (each an "**Asset Class**") of the Corporation. The Valuation Firm shall deliver the Valuation no later than thirsty (30) days of its engagement. In the event that the Valuation is less than the Redemption Price, the Corporation shall distribute to the Holders all of the assets of the Corporation within ten (10) days of the Valuation Firm's delivery of the Valuation. If the Valuation is greater than the Redemption Price, the Corporation shall distribute to the Holders a proportional amount of each Asset Class equal to the Valuation amount assigned to each Asset Class by the Valuation Firm multiplied by a fraction the denominator of which is the Valuation and the numerator is the Redemption Price. Each Holder shall be entitled to receive its proportional share of distributed assets in each Asset Class equal to the Valuation amount assigned to the distributed assets in each Asset Class multiplied by a fraction the denominator of which is the aggregate Redemption Price for all Holders and the numerator is the Redemption Price for such Holder. From the time of the Corporation's receipt of the Mandatory Redemption Notice until the Corporation's distribution of the assets in accordance with this Section 9(c), the Corporation shall take no action to sell, transfer or diminish the assets of the Corporation except (i) in the ordinary course of business or (ii) as approved in writing by the required Holders.

(d) Mechanics of Redemption. Upon receipt of payment of the Redemption Price by the Holders of Series A Preferred Stock in the event of a Mandatory Cash Redemption or the Holders' receipt of their proportional share of the assets of the Corporation in the event of a Mandatory In-Kind Redemption, each Holder will deliver the certificate(s) evidencing the Series A Preferred Stock to be redeemed by the Corporation, unless such Holder is awaiting receipt of a new certificate evidencing such shares from the Corporation pursuant to another provision hereof.

10. Reservation of Common Stock. The Corporation shall at all times reserve and keep available for issuance upon the conversion of shares of Series A Preferred Stock, such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Series A Preferred Stock, and shall take all action to increase the authorized number of shares of Common Stock if at any time there shall be insufficient authorized but unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of Series A Preferred Stock; provided, that the Holders vote such shares in favor of any such action that requires a vote of stockholders.

11. Charges, Taxes and Expenses. The issuance of certificates for shares of Series A Preferred Stock and for Underlying Shares issued upon conversion of (or otherwise in respect of) the Series A Preferred Stock shall be made without charge to the Holders for any issue or transfer tax, withholding tax, transfer agent fee or other incidental tax or expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Corporation; provided, however, that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any certificates for Common Stock or Series A Preferred Stock in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring the Series A Preferred Stock or receiving Underlying Shares in respect of the Series A Preferred Stock.

12. Replacement Certificates. If any certificate evidencing Series A Preferred Stock or Underlying Shares is mutilated, lost, stolen or destroyed, the Corporation shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution for such certificate, a new certificate, but only upon receipt of evidence reasonably satisfactory to the Corporation of such loss, theft or destruction and customary and reasonable indemnity, if requested. Applicants for a new certificate under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Corporation may prescribe.

13. Certain Adjustments. The Conversion Price is subject to adjustment from time to time as set forth in this Section 13.

(a) Stock Dividends and Splits. If the Corporation, at any time while any shares of Series A Preferred Stock are outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately following the close of business on the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately following the close of business on the effective date of such subdivision or combination.

(b) Fundamental Transactions. If, at any time while any shares of Series A Preferred Stock are outstanding, (i) the Corporation effects any merger of the Corporation into or consolidation of the Corporation with another Person, (ii) the Corporation effects any sale of all or substantially all of its assets in one or a series of related transactions, or (iii) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (other than as a result of a subdivision or combination of shares of Common Stock covered by Section 13(a) above) (in any such case, a "**Fundamental Transaction**"), then upon any subsequent conversion of Series A Preferred Stock, each Holder shall have the right to receive, for each Underlying Share that would have been issuable upon such conversion absent such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the record holder of such Underlying Shares immediately prior to such record date (the "**Alternate Consideration**"). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a manner reasonably acceptable to the holders of more than 50% of the outstanding shares of Series A Preferred Stock reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then each Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of Series A Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall issue to the Holder a new series of preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 13 and insuring that the Series A Preferred Stock (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(c) Calculations. All calculations under this Section 13 shall be made to the nearest cent or the nearest 1/100th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(d) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 13, the Corporation at its expense will promptly compute such adjustment in accordance with the terms hereof and prepare a certificate describing in reasonable detail such adjustment and the transactions giving rise thereto, including all facts upon which such adjustment is based. Upon written request, the Corporation will promptly deliver a copy of each such certificate to each Holder.

(e) Notice of Corporate Events. If the Corporation (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Junior Stock, including, without limitation, any granting of rights or warrants to subscribe for or purchase any capital stock of the Corporation or any subsidiary, or (ii) authorizes or approves, enters into any agreement contemplating or solicits stockholder approval for any Liquidation Event or Fundamental Transaction then the Corporation shall deliver to each Holder a notice which shall specify (A) the record date for the purposes of such dividend, distribution of cash, securities or property or vote of the stockholders of the Corporation, or if a record is not to be taken, the date as of which the holders of shares of Common Stock of record to be entitled to such dividend, distribution of cash, securities or other property or vote of the stockholders is to be determined, (B) the date on which such Liquidation Event or Fundamental Transaction is expected to become effective, and (C) the material terms and conditions of such transaction, at least ten Business Days prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction, and the Corporation will take all steps reasonably necessary in order to insure that each Holder is given the practical opportunity to convert its Series A Preferred Stock prior to such time so as to participate in or vote with respect to such transaction; provided, however, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice.

14. Fractional Shares. The Corporation shall not be required to issue or cause to be issued fractional Underlying Shares upon conversion of Series A Preferred Stock. If any fraction of an Underlying Share would, except for the provisions of this Section, be issuable upon conversion of Series A Preferred Stock, the number of Underlying Shares to be issued will be rounded up to the nearest whole share.

15. Notices. Any and all notices or other communications or deliveries hereunder (including without limitation any Conversion Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section prior to 3:30 p.m. (California time) on a Business Day, (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section on a day that is not a Business Day or later than 3:30 p.m. (California time) on any Business Day, (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The addresses for such communications shall be: (i) if to the Corporation, to 12264 El Camino Real, Suite 350, San Diego, CA 92130, facsimile: (858) 345-1743, attention Chief Executive Officer, or (ii) if to a Holder, to the address or facsimile number appearing on the Corporation's stockholder records or such other address or facsimile number as such Holder may provide to the Corporation in accordance with this Section 15.

16. Dispute Resolution. In the case of a dispute as to the determination of the fair value of consideration other than cash or securities, or the arithmetic calculation of the Conversion Rate or the Redemption Price, the Corporation shall, as soon as practicable upon discovery, and following a good faith effort to resolve the dispute with the Holder, submit (a) the disputed determination of the fair value of consideration other than cash or securities to an independent, reputable investment bank selected by the Corporation or (b) the disputed arithmetic calculation of the Conversion Rate or the Redemption Price to the Corporation's independent, outside accountant. The Corporation, at the Corporation's expense, shall cause the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Corporation and the Holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

17. Event of Default.

(a) Each of the following events shall constitute an "**Event of Default**":

(i) any default by the Corporation with respect to any provision, condition or requirement of this Certificate of Designations:

(ii) any breach of Sections 4(k), 4(l), 4(m), or 4(w) of the Securities Purchase Agreement;

(iii) liquidation proceedings shall be instituted by or against the Corporation and, if instituted against the Corporation by a third party, shall not be dismissed within sixty (60) days of their initiation;

(iv) bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors shall be instituted by or against the Corporation and, if instituted against the Corporation by a third party, shall not be dismissed within sixty (60) days of their initiation;

(v) the commencement by the Corporation of a voluntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or the consent by it to the entry of a decree, order, judgment or other similar document in respect of the Corporation in an involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal, state or foreign law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the execution of a composition of debts, or the occurrence of any other similar federal, state or foreign proceeding, or the admission by it in writing of its inability to pay its debts generally as they become due, the taking of corporate action by the Corporation in furtherance of any such action; or

(vi) the entry by a court of (i) a decree, order, judgment or other similar document in respect of the Corporation of a voluntary or involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree, order, judgment or other similar document adjudging the Corporation as bankrupt or insolvent, or approving as properly filed a petition seeking liquidation, reorganization, arrangement, adjustment or composition of or in respect of the Corporation under any applicable federal, state or foreign law; or (iii) a decree, order, judgment or other similar document appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree, order, judgment or other similar document or any such other decree, order, judgment or other similar document unstayed and in effect for a period of sixty (60) consecutive days.

(vii) bankruptcy, insolvency, reorganization or other proceedings for the relief of debtors shall be instituted against the Corporation and shall not be dismissed within sixty (60) days of their initiation;

(viii) a final judgment or judgments for the payment of money aggregating in excess of $500,000 are rendered against the Corporation and which judgments are not, within sixty (60) days after the entry thereof, satisfied, bonded, discharged or stayed pending appeal, or are not satisfied, bonded or discharged within sixty (60) days after the expiration of such stay;

(ix) the Corporation fails to pay, when due, or within any applicable grace period, any payment with respect to any indebtedness in excess of $500,000 due to any third party (other than, with respect to unsecured indebtedness only, payments contested by the Corporation in good faith by proper proceedings and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP) or is otherwise in breach or violation of any agreement for monies owed or owing by the Corporation in an amount in excess of $500,000, which breach or violation permits the other party thereto to declare a default or otherwise accelerate amounts due thereunder;

(x) other than as specifically set forth in another clause of this Section 17(a), the Corporation breaches any material covenant or other term or condition of any Transaction Document, if such breach remains uncured for a period of thirty (30) days after actual knowledge of the Company of such breach, or any representation or warranty made by the Corporation in any Transaction Document is not accurate in any material respect when made or deemed made; or

(xi) the validity or enforceability of any provision of any Transaction Document shall be contested by the Corporation, or a proceeding shall be commenced by the Corporation seeking to establish the invalidity or unenforceability thereof. .

(b) Notice of an Event of Default. Upon the occurrence of an Event of Default, the Corporation shall within two (2) Business Days deliver written notice thereof via facsimile and overnight courier (with next day delivery specified) (an "**Event of Default Notice**") to the Holders.

18. Miscellaneous.

(a) The headings herein are for convenience only, do not constitute a part of this Certificate of Designations and shall not be deemed to limit or affect any of the provisions hereof.

(b) No provision of this Certificate of Designations may be amended, except in a written instrument signed by the Corporation and the Required Holders.

(c) The Series A Preferred Stock is (i) senior to all other equity interests in the Corporation outstanding as of the Original Issue Date in right of payment, whether with respect to dividends or upon liquidation or dissolution, or otherwise and (ii) will be senior to all other equity or equity equivalent securities issued by the Corporation after the Original Issue Date.

(d) Any of the rights of the Holders of Series A Preferred Stock set forth herein may be waived by the affirmative vote of the Required Holders. No waiver of any default with respect to any provision, condition or requirement of this Certificate of Designations shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

FIFTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders, of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

SIXTH: The original Bylaws of the Corporation shall be adopted by the incorporator. Thereafter, subject to Section 4.2(d) herein, the power to make, alter, or repeal the Bylaws, and to adopt any new Bylaw, shall be vested in the Board of Directors.

SEVENTH: To the fullest extent that the DGCL, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Notwithstanding the foregoing, a director shall be liable to the extent provided by applicable law: (a) for any breach of the directors' duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the DGCL; or (4) for any transaction from which the director derived any improper personal benefit. Neither the amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall adversely affect any right or protection of a director of the Corporation existing at the time of such amendment or repeal.

EIGHTH: The Corporation shall, to the fullest extent permitted by DGCL Section 145, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section. The Corporation shall advance expenses to the fullest extent permitted by said section. Such right to indemnification and advancement of expenses shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on this 15th day of June, 2017.

ETON PHARMACEUTICALS, INC.

By: */s/ Mark L. Baum*
Name: Mark L. Baum
Title: Executive Director

EXHIBIT A

FORM OF CONVERSION NOTICE

(To be executed by the registered Holder
in order to convert shares of Series A Preferred Stock)

The undersigned hereby elects to convert the number of shares of Series A Convertible Preferred Stock indicated below into shares of common stock, $0.001 par value (the "**Common Stock**"), of Eton Pharmaceuticals, Inc., a Delaware corporation (the "**Corporation**"), according to the conditions hereof, as of the date written below.

Date to Effect Conversion

Number of shares of Series A Preferred Stock owned prior to Conversion

Number of shares of Series A Preferred Stock to be Converted

Stated Value of shares of Series A Preferred Stock to be Converted

Number of shares of Common Stock to be Issued

Applicable Conversion Price

Number of shares of Series A Preferred Stock subsequent to Conversion

Name of Holder

By: _____
Name: _____
Title: _____

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement"), effective as of the last date provided on the signature page (the "Effective Date"), is made by and between Eton Pharmaceuticals, Inc., a Delaware corporation (the "Company") and Imprimis Pharmaceuticals, Inc., a Delaware corporation (the "Manager").

WHEREAS, the Company is in need of certain services in order to operate prior to retaining the services of its own employees and third-party consultants.

WHEREAS, the Company wishes to retain the Manager to provide certain services to the Company, and the Manager is willing to provide such services on the terms set forth below.

NOW, THEREFORE, in consideration of the premises and the respective mutual agreements, covenants, representations and warranties contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of Manager. The Company appoints the Manager and the Manager accepts appointment on the terms and conditions provided in this Agreement as advisor to the Company. The parties expressly acknowledge that Manager is an affiliate of and equity holder in the Company.

2. Board of Directors Supervision. The activities of the Manager to be performed under this Agreement shall be subject to the supervision of the Board of Director of the Company (the "Board") or the Company's Chief Executive Officer and subject to reasonable policies not inconsistent with the terms of this Agreement adopted by the Board and in effect from time to time. Where not required by applicable law or regulation, the Manager shall not require the prior approval of the Board to perform its duties under this Agreement.

3. Services of the Manager. Subject to any limitations imposed by applicable law or regulation, the Manager, by and through itself and/or such Manager's successors, assigns, affiliates, officers, employees and/or representatives and third parties, shall render or cause to be rendered general business services to the Company as requested from time to time by the Company and agreed to by the Manager, which services may include certain human resources activities, web services, bookkeeping and other related services (the "Services"). The Manager shall provide and devote to the performance of this Agreement such employees, affiliates and agents of the Manager as the Manager shall deem appropriate to the furnishing of the Services hereunder. The Manager will devote such time and efforts to the performance of the Services contemplated hereby as the Manager deems reasonably necessary or appropriate; *provided*, *however*, no minimum number of hours is required to be devoted by the Manager on a weekly, monthly, annual or other basis. Company acknowledges that the Manager's Services are not exclusive to the Company or their respective subsidiaries and that the Manager may render similar Services to other persons and entities. The parties understand that the Company may at times engage one or more advisers to provide Services in addition to Services provided by the Manager under this Agreement.

4. Independent Contractor. The Manager shall be an independent contractor, and nothing in this Agreement shall be deemed or construed to (i) create a partnership or joint venture between the Company and the Manager, (ii) cause the Manager to be responsible in any way for the debts, liabilities or obligations of the Company or any other party, or (iii) cause the Manager or any of their employees, partners or members to be officers, employees or agents of the Company.

5. Expenses. The Company shall pay to the Manager on demand all Reimbursable Expenses whether incurred prior to or following the date of this Agreement. As used herein, "Reimbursable Expenses" means (i) all out-of-pocket expenses incurred relating to the Services provided by the Manager to the Company from time to time (including, without limitation, all travel related expenses), (ii) all out-of-pocket legal expenses incurred by Manager or its affiliates in connection with the enforcement of rights or taking of actions under this Agreement or any related documents or instruments, and (iii) all expenses incurred by the Manager or its affiliates on behalf of the Company, including in connection with its management and operations, whether incurred prior to or following the date of this Agreement.

6. Compensation of Manager. In consideration of the Services to be rendered, the Company will pay to the Manager a monthly fee of Ten Thousand Dollars ($10,000) (the "Consulting Fee"), payable on the 1st business day of each calendar month. If any restrictions prohibit the payment of any installment of the Consulting Fee, such Consulting Fee installment shall accrue and the Company shall make such installment payment as soon as it is permitted to do so under such restrictions. If the Company acquires or enters into any additional business operations after the date of this Agreement, the Company and the Manager will, prior to the acquisition or prior to entering into the business operations, in good faith, determine whether and to what extent the Consulting Fee should be increased as a result thereof. Any increase will be evidenced by a written supplement to this Agreement signed by each of the Company and the Manager.

7. Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated pursuant to this Section. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice. No termination of this Agreement, whether pursuant to this Section or otherwise, shall affect the Company's obligations with respect to the fees, costs and expenses incurred by the Manager in rendering Services hereunder and not reimbursed by the Company as of the effective date of such termination. In addition, the provisions of Sections 8, 9, 15, 16 and 20 shall survive the termination of this Agreement and remain binding and in effect.

8. Liability. The Manager (including any person or entity acting for or on behalf of the Manager) shall not be liable for any mistakes of fact, errors of judgment, or losses sustained by the Company or for any acts or omissions of any kind (including acts or omissions of the Manager), except to the extent caused by intentional misconduct of the Manager as finally determined by a court of competent jurisdiction. In no event will Manager (including any person or entity acting for or on behalf of the Manager) be liable to the Company or any of their affiliates for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable, or for any third party claims (whether based in contract, tort or otherwise), relating to, in connection with or arising out of this Agreement, before or after termination of this Agreement, including without limitation the services to be provided by the Manager hereunder, or for any act or omission that does not constitute intentional misconduct of the Manager or in excess of the fees received by the Manager hereunder.

9. Indemnification of Manager. The Company hereby agrees to indemnify and hold harmless the Manager and its present and future officers, directors, affiliates, employees and agents ("Indemnified Parties") from and against all third party losses, claims, liabilities, suits, costs, damages and expenses (including attorneys' fees) (collectively, "Claims") arising from their performance of Services hereunder, except to the extent any Claims arise from the an Indemnified Party's intentional misconduct. The Company further agrees to reimburse the Indemnified Parties for any cost of defending any such action or investigation (including attorneys' fees and expenses), subject to an undertaking from such Indemnified Party to repay the Company if such party is determined not to be entitled to such indemnity.

10. Assignment. Without the consent of the Manager, the Company shall not assign, transfer or convey any of its rights, duties or interest under this Agreement, nor shall it delegate any of its obligations or duties hereunder. The Manager shall not assign, transfer or convey any of its rights, duties or interest under this Agreement, nor shall it delegate any of its obligations or duties under this Agreement, except that the Manager may transfer its rights and delegate its obligations hereunder to its affiliates.

11. Notices. Any notice or other communication required or permitted to be made or given under this Agreement to either party shall be in writing and shall be sufficiently given if (i) hand delivered, (ii) sent by overnight guaranteed delivery service, such as Federal Express or UPS; or (iii) sent by facsimile transmission or electronic mail during addressee's normal business hours, with a duplicate copy sent by overnight delivery or certified or registered mail (except for any notice of termination which must be sent by method (i) or (ii)), addressed as follows:

If to the Company: Eton Pharmaceuticals, Inc.
12264 El Camino Real, Suite 350
San Diego, CA 92130
Attn: Andrew R. Boll

If to the Manager: Imprimis Pharmaceuticals, Inc.
12264 El Camino Real, Suite 350
San Diego, CA 92130
Attn: Mark L. Baum

or to such other address or addressee as either party may from time to time designate to the other by written notice. Any such notice or other communication shall be deemed to be given as of the date it is received by the addressee.

12. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. No Waiver. The failure by any party to exercise any right, remedy or elections herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right, remedy or election, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

14. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

15. Governing Law. The subject matter of this Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to its choice of law principles), and to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. EACH PARTY HERETO AGREES TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED IN SAN DIEGO COUNTY, CALIFORNIA FOR RESOLUTION OF ALL DISPUTES ARISING OUT OF, IN CONNECTION WITH, OR BY REASON OF THE INTERPRETATION, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT, AND HEREBY WAIVES THE CLAIM OR DEFENSE THEREIN THAT SUCH COURTS CONSTITUTE AN INCONVENIENT FORUM. AS A MATERIAL INDUCEMENT FOR THIS AGREEMENT, EACH PARTY SPECIFICALLY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ISSUES SO TRIABLE.

16. Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or constituting this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all reasonable costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not, and that such reimbursement shall be included in any judgment or final order issued in that proceeding. The "prevailing party" means the party determined by the court to most nearly prevail and not necessarily the one in whose favor a judgment is rendered.

17. Entire Agreement; Amendment. This Agreement embodies the entire agreement between the parties and supersedes any prior representations, communications, understandings and agreements between the parties regarding the subject matter hereof. There are no representations, communications, understandings or agreements, oral or written, between the parties regarding the subject matter hereof that are not fully expressed herein. No term or section of this Agreement may be charged, waived, discharged, amended or modified orally or in any manner other than in writing executed by both of the parties hereto.

18. Execution of the Agreement. Each party executing this Agreement has the requisite corporate power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder. All corporate proceedings have been taken and all corporate authorizations and approvals have been secured which are necessary to authorize the execution, delivery and performance by each party of this Agreement. This Agreement has been duly and validly executed and delivered by each party and constitutes a valid and binding obligation, enforceable in accordance with the respective terms herein. Upon delivery of this Agreement, this Agreement, and the other agreements and exhibits referred to herein, will constitute the valid and binding obligations of each party, and will be enforceable in accordance with their respective terms.

19. Successors. This Agreement and all the obligations and benefits hereunder shall inure to the successors and permitted assigns of the parties.

20. Confidentiality. The Company may not disclose the terms of this Agreement except as may be required by applicable law or the rules of any exchange on which the Company's or its affiliates' securities are traded.

21. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic delivery in PDF format shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.

******SIGNATURE PAGE FOLLOWS******

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Management Services Agreement to be executed and delivered as of the date first above written.

COMPANY

Eton Pharmaceuticals, Inc.

/s/ Andrew R. Boll

By: Andrew R. Boll
Its: Executive Director

Date: May 1, 2017

MANAGER

Imprimis Pharmaceuticals, Inc.

/s/ Mark L. Baum

By: Mark L. Baum
Its: Chief Executive Officer

Date: May 1, 2017

Eton Pharmaceuticals Announces $20 Million Series A Financing

Proceeds to support the development of Eton's proprietary corticotropin product candidate, Peyronie's Disease product candidate and other sterile injectable product candidates

Chicago, IL and San Diego, CA – June 20, 2017 – Eton Pharmaceuticals, Inc., a spin-out company of Imprimis Pharmaceuticals, Inc. (NASDAQ: IMMY), today announced it has entered into a definitive securities purchase agreement with various accredited investors, to raise gross proceeds of approximately $20 million in a private placement of preferred stock. The investor syndicate consists of a number of healthcare and other accredited investors, including certain members of the Imprimis and Eton boards of directors. Eton will use the proceeds of the financing to develop its patent-pending sterile injectable drug candidate pipeline, as well as for general corporate purposes.

Eton Pharmaceuticals was formed by Imprimis Pharmaceuticals, Inc. as a separately managed and financed entity to develop and commercialize two of Imprimis' patent-pending sterile injectable drug candidates utilizing the FDA 505(b)(2) regulatory pathway. Following the completion of this financing, Imprimis will retain approximately 27 percent equity ownership in Eton and have a royalty interest in the two sterile injectable drug candidates pursuant to asset purchase and license agreements between the two companies.

"We are happy with the strong investor interest in Eton and pleased to have a high-caliber group of investors participate in Eton's initial equity financing," stated Mark L. Baum, Eton Board member and CEO of Imprimis. "We believe this investment represents a strong vote of confidence in Eton's innovative product pipeline and its potential opportunity in two significant U.S. drug markets totaling well over $2 billion annually. Our strategy of commercializing these drug candidates through Eton is to allow Imprimis to continue growing its core business while creating additional value for our stockholders by ensuring our drug formulation assets are put to their highest and best use. The Eton transaction may serve as a model in the future for other 505(b)(2) candidates within Imprimis' library of proprietary compounded drug formulations."

In conjunction with the financing, Charles Casamento, a former CEO of Questcor, Inc. and current executive director and principal of the Sage Group, has joined the Board of Directors of Eton. During his career, Mr. Casamento has been CEO of four life science companies and has served as a director on the boards of eleven companies.

"We are delighted to welcome Chuck to Eton's Board of Directors. His leadership and significant accomplishments over the last four decades in the healthcare sector, including his prior experience with H.P. Acthar® Gel, will bring valuable insights to Eton as we embark on an opportunity to develop important drugs and compete in large markets where there currently is only one FDA-approved option for patients," added Mr. Baum.

Mr. Casamento stated, “I am very pleased to be joining Eton’s Board of Directors and look forward to working with the leadership team to realize the company’s vision of bringing its proprietary corticotropin and other innovative sterile injectable product candidates to market.”

National Securities Corporation, a wholly owned subsidiary of National Holdings, Inc. (NASDAQ: NHLD), acted as the exclusive placement agent for the financing. The Liquid Venture Partners group at National Securities Corporation was responsible for sourcing and executing the financing.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities described herein, nor shall there be any sale of any such securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

About Eton Pharmaceuticals

Eton Pharmaceuticals, Inc., a privately held company, is focused on the development and commercialization of innovative sterile injectable product candidates utilizing the FDA 505(b)(2) regulatory pathway. The company’s current portfolio consists of two proprietary product candidates: (1) a patent-pending gelatin-free and preservative free 39 amino acid peptide synthetic corticotropin, an adrenocorticotropic hormone (ACTH) analogue, as a potential competitor to H.P. Acthar® gel; and (2) a patent-pending injectable pentoxifylline formulation, as a potential treatment for Peyronie’s disease and an alternative or supplementary therapy to Xiaflex®. Eton has signed agreements to acquire two additional sterile injectable product candidates that it plans to qualify under the Drug Efficacy Study Implementation (DESI) program, and commercialize through the 505(b)(2) regulatory pathway. For more information about Eton, please visit the corporate website at www.etonpharma.com.

About Imprimis Pharmaceuticals

Imprimis Pharmaceuticals, Inc. (NASDAQ: IMMY) is a pharmaceutical company dedicated to producing and dispensing high quality innovative medications in all 50 states. The company’s unique business model increases patient access and affordability to many critical medicines. Headquartered in San Diego, California, Imprimis owns and operates three production and dispensing facilities located in California, New Jersey and Pennsylvania. For more information about Imprimis, please visit the corporate website at www.ImprimisRx.com.

Forward-Looking Statements

Any statements in this release that are not historical facts may be considered to be “forward looking statements.” Forward-looking statements are based on management’s current expectations and are subject to risks and uncertainties which may cause results to differ materially and adversely from the statements contained herein. Such statements include, but are not limited to, statements regarding Eton’s expected use of the proceeds from the Series A financing round; the market opportunity for Eton’s product candidates; and the business strategies and development plans of Imprimis and Eton. Some of the potential risks and uncertainties that could cause actual results to differ from those predicted include a party’s ability to make commercially available its products and technologies in a timely manner or at all; a party’s ability to enter into other strategic alliances, including arrangements for the development and distribution of its products; a party’s ability to obtain intellectual property protection for its assets; a party’s ability to accurately estimate its expenses and cash burn, and raise additional funds when necessary; risks related to research and development activities; the projected size of the potential market for a party’s technologies and products; unexpected new data, safety and technical issues; regulatory and market developments impacting the pharmaceutical industry; competition; and market conditions. Undue reliance should not be placed on forward looking statements, which speak only as of the date they are made. Except as required by law, neither Imprimis nor Eton undertake any obligation to update any forward-looking statements to reflect new information, events or circumstances after the date they are made, or to reflect the occurrence of unanticipated events.

Xiaflex® and H.P. Acthar® gel and all other trademarks, service marks and trade names included or referenced into this press release, are the property of their respective owners.

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Sources: Imprimis Pharmaceuticals, Inc. and Eton Pharmaceuticals, Inc.

Investor Contact for Imprimis and Eton:
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858-704-4042