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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 2)\*

**Eyenovia, Inc.**

(Name of Issuer)

**Common Stock, \$0.0001 par value**  
(Title of Class of Securities)

**30234E 104**  
(CUSIP Number)

**Tsontcho Ianchulev**

**Curt LaBelle**

**295 Madison Avenue, Suite 2400**

**New York, NY 10017**

**917-289-1117**

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**July 11, 2019**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or other subject to the liabilities of that section of Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 30234E 104

1	Names of Reporting Persons. Tsoncho Ianchulev	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) PF	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 695,272 <sup>(1)</sup>
	8	Shared Voting Power 1,206,001 <sup>(2)</sup>
	9	Sole Dispositive Power 695,272 <sup>(1)</sup>
	10	Shared Dispositive Power 1,206,001 <sup>(2)</sup>
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,901,273 <sup>(1)(2)</sup>	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 10.9%	
14	Type of Reporting Person IN	

- (1) Includes 426,248 shares of common stock and 269,024 shares underlying options held by Tsoncho Ianchulev directly that are exercisable within 60 days of the date of this report.
- (2) Includes (i) 6,000 shares of common stock held by the Meliora Trust, (i) 606,667 shares of common stock and 140,000 shares of common stock underlying options held by Private Medical Equity, Inc. that are exercisable within 60 days of the date of this report and (ii) 453,334 shares of common stock held by PME Investor Services Eyenovia, LLC. Dr. Ianchulev and his wife are trustees and beneficiaries of the Meliora Trust. He is one of the two principal shareholders of Private Medical Equity, Inc. and a manager of PME Investor Services Eyenovia, LLC and, therefore, may be deemed to have beneficial ownership of the shares of common stock held by Private Medical Equity, Inc. and PME Investor Services Eyenovia, LLC.

CUSIP No. 30234E 104

1	Names of Reporting Persons. Curt LaBelle	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) PF	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 160,585 <sup>(1)</sup>
	8	Shared Voting Power 1,200,001 <sup>(2)</sup>
	9	Sole Dispositive Power 160,585 <sup>(1)</sup>
	10	Shared Dispositive Power 1,200,001 <sup>(2)</sup>
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,360,586 <sup>(1)(2)</sup>	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 7.8%	
14	Type of Reporting Person IN	

- (1) Includes 27,985 shares of common stock and 132,600 shares underlying options held by Curt LaBelle directly that are exercisable within 60 days of the date of this report.
- (2) Includes (i) 606,667 shares of common stock and 140,000 shares of common stock underlying options held by Private Medical Equity, Inc. that are exercisable within 60 days of the date of this report and (ii) 453,334 shares of common stock held by PME Investor Services Eyenovia, LLC. Dr. LaBelle is one of the two principal shareholders of Private Medical Equity, Inc. and a manager of PME Investor Services Eyenovia, LLC and, therefore, may be deemed to have beneficial ownership of the shares of common stock held by Private Medical Equity, Inc. and PME Investor Services Eyenovia, LLC.

CUSIP No. 30234E 104

1	Names of Reporting Persons. Private Medical Equity, Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) WC	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Nevada	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 746,667 <sup>(1)</sup>
	8	Shared Voting Power 0
	9	Sole Dispositive Power 746,667 <sup>(1)</sup>
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 746,667 <sup>(1)</sup>	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 4.3%	
14	Type of Reporting Person CO	

- (1) Includes 606,667 shares of common stock and 140,000 shares of common stock underlying options held by Private Medical Equity, Inc. that are exercisable within 60 days of the date of this report.

**SCHEDULE 13D**

This Amendment No. 2 on Schedule 13D amends the statement on Schedule 13D, dated February 14, 2018, which relates to the common stock, par value \$0.0001 per share (the "Common Stock") of Eyenovia, Inc. (the "Issuer"), as previously amended on Schedule 13D/A, dated January 2, 2019 filed by:

Tsontcho Ianchulev  
Curt LaBelle  
Private Medical Equity, Inc., a Nevada corporation ("PME")

(collectively, PME with Drs. Ianchulev and LaBelle, the "Reporting Persons").

Except as expressly amended below, the Schedule 13D, dated February 14, 2018, as amended on January 2, 2019, remains in effect.

**Item 3. Source and Amount of Funds or Other Consideration.**

On July 11, 2019, Drs. Ianchulev and LaBelle purchased 233,813 and 17,985 shares of Common Stock, respectively, at a purchase price of \$2.78 per share, in the Issuer's public offering of an aggregate of 5,046,763 shares of Common Stock (including an over-allotment of 658,273 shares of Common Stock).

**Item 4. Purpose of the Transaction**

The shares of Common Stock owned by the Reporting Persons have been acquired for investment purposes. The Reporting Persons may make further acquisitions of the Common Stock from time to time and, subject to certain restrictions, may dispose of any or all of the Common Stock held by the Reporting Persons at any time depending on an ongoing evaluation of the investment in such securities, prevailing market conditions, other investment opportunities and other factors. However, certain of such shares are subject to certain lock-up restrictions as further described in Item 6 below.

On July 11, 2019, Drs. Ianchulev and LaBelle purchased 233,813 and 17,985 shares of Common Stock, respectively, at a purchase price of \$2.78 per share, in the Issuer's public offering of an aggregate of 5,046,763 shares of Common Stock (including an over-allotment of 658,273 shares of Common Stock).

Except for the foregoing, the Reporting Persons have no plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j) of Item 4 of this Amendment No. 2 to Schedule 13D.

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**Item 5. Interest in Securities of the Issuer**

(a)-(b) The aggregate number and percentage of Common Stock beneficially owned by the Reporting Persons (on the basis of a total of 17,100,726 shares of Common Stock outstanding as of July 18, 2019) are as follows:

**Tsontcho Ianchulev**

a)	Amount beneficially owned: 1,901,273	Percentage: 10.9%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	695,272 <sup>(1)</sup>
ii.	Shared power to vote or to direct the vote:	1,206,001 <sup>(2)</sup>
iii.	Sole power to dispose or to direct the disposition of:	695,272 <sup>(1)</sup>
iv.	Shared power to dispose or to direct the disposition of:	1,206,001 <sup>(2)</sup>

- (1) Includes 426,248 shares of Common Stock and 269,024 shares of Common Stock underlying options held by Dr. Ianchulev directly that are exercisable within 60 days of the date of this report.
- (2) Includes (i) 6,000 shares of Common Stock held by the Meliora Trust, (ii) 606,667 shares of Common Stock and 140,000 shares of Common Stock underlying options held by PME that are exercisable within 60 days of the date of this report and (iii) 453,334 shares of Common Stock held by PME Investor Services Eyenovia, LLC. Dr. Ianchulev is one of the two principal shareholders of PME and a manager of PME Investor Services Eyenovia, LLC and, therefore, may be deemed to have beneficial ownership of the shares of Common Stock held by PME and PME Investor Services Eyenovia, LLC.

**Curt LaBelle**

a)	Amount beneficially owned: 1,360,586	Percentage: 7.8%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	160,585 <sup>(1)</sup>
ii.	Shared power to vote or to direct the vote:	1,200,001 <sup>(2)</sup>
iii.	Sole power to dispose or to direct the disposition of:	160,585 <sup>(1)</sup>
iv.	Shared power to dispose or to direct the disposition of:	1,200,001 <sup>(2)</sup>

- (1) Includes 27,985 shares of Common Stock and 132,600 shares of Common Stock underlying options held by Dr. LaBelle directly that are exercisable within 60 days of the date of this report.
- (2) Includes (i) 606,667 shares of Common Stock and 140,000 shares of Common Stock underlying options held by PME that are exercisable within 60 days of the date of this report and (ii) 453,334 shares of Common Stock held by PME Investor Services Eyenovia, LLC. Dr. LaBelle is one of the two principal shareholders of PME and a manager of PME Investor Services Eyenovia, LLC and, therefore, may be deemed to have beneficial ownership of the shares of Common Stock held by PME and PME Investor Services Eyenovia, LLC.

**Private Medical Equity, Inc.**

a)	Amount beneficially owned: 746,667	Percentage: 4.3%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	746,667 <sup>(1)</sup>
ii.	Shared power to vote or to direct the vote:	0
iii.	Sole power to dispose or to direct the disposition of:	746,667 <sup>(1)</sup>
iv.	Shared power to dispose or to direct the disposition of:	0

- (1) Includes 606,667 shares of Common Stock and 140,000 shares of Common Stock underlying options held by PME that are exercisable within 60 days of the date of this report.

(c) Each of the required transactions described in this Item 5(a) were reported on Forms 4 filed by Drs. Ianchulev and LaBelle with the Securities and Exchange Commission (the "SEC") pursuant to Section 16 of the Act and are available on the SEC's website at [www.sec.gov](http://www.sec.gov). The information reported in such filings is expressly incorporated herein.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

In connection with the Issuer's public offering of an aggregate of 5,046,763 shares of Common Stock described in Item 4 above, Drs. Ianchulev and LaBelle each entered into a lock-up agreement with Oppenheimer & Co. Inc. ("Oppenheimer"), as representative of the several underwriters in the offering. Pursuant to the lock-up agreements, they each agreed that, subject to specified exceptions, for a period of 90 days after the date of the prospectus relating to the offering, Drs. Ianchulev and LaBelle will not directly or indirectly, without the prior written consent of Oppenheimer (i) offer, pledge, assign, encumber, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock owned either of record or beneficially; or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing

The foregoing description of the lock-up agreements is not intended to be complete and is qualified in its entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.1 and 10.2 to this report and are incorporated by reference herein.

**Item 7. Material to be Filed as Exhibits**

Exhibit 10.1	Lock-Up Agreement between Dr. Ianchulev and the underwriters dated July 11, 2019.
Exhibit 10.2	Lock-Up Agreement between Dr. LaBelle and the underwriters dated July 11, 2019.
Exhibit 99.1*	Joint Filing Agreement by and among the Reporting Persons.

\* Filed previously.

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 18, 2019

/s/ Tsontcho Ianchulev  
Tsontcho Ianchulev

Date: July 18, 2019

/s/ Curt LaBelle  
Curt LaBelle

Date: July 18, 2019

Private Medical Equity, Inc.

By: /s/ Tsontcho Ianchulev

Name: Tsontcho Ianchulev  
Title: Member

By: /s/ Curt LaBelle

Name: Curt LaBelle  
Title: Member

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LOCK-UP AGREEMENT

July 11, 2019

Oppenheimer & Co. Inc.  
As Representative of the Several Underwriters  
c/o Oppenheimer & Co. Inc.  
85 Broad Street  
New York, New York 10004

Re: Public Offering of Eyenovia, Inc.

Ladies and Gentlemen:

The undersigned, an officer, director and/or holder of common stock, par value \$0.0001 per share (“**Common Stock**”), or rights to acquire Common Stock, of Eyenovia, Inc. (the “**Company**”) understands that you, as Representative of the several Underwriters (the “**Representative**”), propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with the Company, providing for the public offering (the “**Public Offering**”) by the several Underwriters named in Schedule I to the Underwriting Agreement (the “**Underwriters**”), of shares of Common Stock of the Company (the “**Securities**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters’ agreement to enter into the Underwriting Agreement and to proceed with the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees for the benefit of the Company, you and the other Underwriters that, without the prior written consent of the Representative on behalf of the Underwriters, the undersigned will not, during the period ending 90 days (the “**Lock-Up Period**”) after the date of the prospectus relating to the Public Offering (the “**Prospectus**”), directly or indirectly (1) offer, pledge, assign, encumber, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock owned either of record or beneficially (as defined in the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned on the date hereof or hereafter acquired or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing. In addition, the undersigned agrees that, without the prior written consent of the Representative on behalf of the Underwriters, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

The restrictions in the immediately preceding paragraph shall not apply to:

- (a) the sale of the Securities to be sold pursuant to the Underwriting Agreement;
- (b) transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock (i) as a bona fide gift, or gifts, (ii) to an immediate family member or a trust for the direct or indirect benefit of the undersigned or such immediate family member of the undersigned, (iii) by will or intestacy, or (iv) pursuant to a qualified domestic order or in connection with a divorce settlement;
- (c) equity securities issued pursuant to the Company's equity incentive plans in effect as of the date hereof or pursuant to bona fide equity incentive plans hereafter established, and the exercise of options granted under the Company's equity incentive plans; provided that the shares of Common Stock delivered upon such exercise are subject to the restrictions set forth in the immediately preceding paragraph;
- (d) transfers of shares of Common Stock to the Company (i) as forfeitures to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company's equity incentive plans, or (ii) pursuant to a net exercise or cashless exercise by the stockholder of outstanding equity awards pursuant to the Company's equity incentive plans;
- (e) the establishment of a trading plan that complies with Rule 10b5-1 under the Exchange Act; provided, however, that (i) the restrictions shall apply in full force to sales or other dispositions pursuant to such Rule 10b5-1 plan and (ii) no public announcement or disclosure of entry into such Rule 10b5-1 plan is made or required to be made, including any filing with the SEC under Section 13 or Section 16 of the Exchange Act, in each case during the Lock-Up Period;
- (f) transfers of shares of Common Stock to a charity or education institution;
- (g) if the undersigned is or, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Common Stock to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be;
- (h) transactions relating to the Common Stock acquired in open market transactions after the completion of the Public Offering; and
- (i) the transfer of Common Stock pursuant to a change of control of the Company after the Public Offering, that has been approved by the independent members of the Company's board of directors, provided, that in the event that such change of control is not completed, the Securities owned by the undersigned shall remain subject to the restrictions herein. For purposes of this clause (i), "change of control" shall mean the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Securities the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company;

provided that, in the case of clauses (b), (f), (g) and (h), no filing under Section 13 or Section 16(a) of the Exchange Act reporting a reduction in beneficial ownership of shares of Common Stock or other public announcement shall be required or voluntarily made by the undersigned or the recipient during the Lock-Up Period (other than a filing on Form 5 and any required Schedule 13G (or 13G/A) or Form 13F filing); provided further that, in the case of any transfer or distribution pursuant to clauses (b), (f) and (g), (1) the recipient agrees to be bound in writing by the same restrictions set forth herein for the duration of the Lock-Up Period and (2) any such transfer shall not involve a disposition for value.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that, if (i) the Underwriting Agreement does not become effective and the Company has not consummated a transaction pursuant thereto by August 13, 2019, (ii) the Company notifies the Underwriters in writing that it does not intend to proceed with the Offering, or (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Securities to be sold thereunder, then upon the occurrence of any such event, this Lock-Up Agreement shall immediately be terminated and the undersigned shall be released from all its obligations thereunder.

The undersigned, whether or not participating in the Public Offering, understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Lock-Up Agreement.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

**Name:** Tsontcho Ianchulev

By: /s/ Tsontcho Ianchulev

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*[Signature Page to Lock-Up Agreement]*

## LOCK-UP AGREEMENT

July 11, 2019

Oppenheimer & Co. Inc.  
As Representative of the Several Underwriters  
c/o Oppenheimer & Co. Inc.  
85 Broad Street  
New York, New York 10004

Re: Public Offering of Eyenovia, Inc.

Ladies and Gentlemen:

The undersigned, an officer, director and/or holder of common stock, par value \$0.0001 per share (“**Common Stock**”), or rights to acquire Common Stock, of Eyenovia, Inc. (the “**Company**”) understands that you, as Representative of the several Underwriters (the “**Representative**”), propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with the Company, providing for the public offering (the “**Public Offering**”) by the several Underwriters named in Schedule I to the Underwriting Agreement (the “**Underwriters**”), of shares of Common Stock of the Company (the “**Securities**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters’ agreement to enter into the Underwriting Agreement and to proceed with the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees for the benefit of the Company, you and the other Underwriters that, without the prior written consent of the Representative on behalf of the Underwriters, the undersigned will not, during the period ending 90 days (the “**Lock-Up Period**”) after the date of the prospectus relating to the Public Offering (the “**Prospectus**”), directly or indirectly (1) offer, pledge, assign, encumber, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock owned either of record or beneficially (as defined in the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned on the date hereof or hereafter acquired or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing. In addition, the undersigned agrees that, without the prior written consent of the Representative on behalf of the Underwriters, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

The restrictions in the immediately preceding paragraph shall not apply to:

- (a) the sale of the Securities to be sold pursuant to the Underwriting Agreement;
- (b) transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock (i) as a bona fide gift, or gifts, (ii) to an immediate family member or a trust for the direct or indirect benefit of the undersigned or such immediate family member of the undersigned, (iii) by will or intestacy, or (iv) pursuant to a qualified domestic order or in connection with a divorce settlement;
- (c) equity securities issued pursuant to the Company's equity incentive plans in effect as of the date hereof or pursuant to bona fide equity incentive plans hereafter established, and the exercise of options granted under the Company's equity incentive plans; provided that the shares of Common Stock delivered upon such exercise are subject to the restrictions set forth in the immediately preceding paragraph;
- (d) transfers of shares of Common Stock to the Company (i) as forfeitures to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company's equity incentive plans, or (ii) pursuant to a net exercise or cashless exercise by the stockholder of outstanding equity awards pursuant to the Company's equity incentive plans;
- (e) the establishment of a trading plan that complies with Rule 10b5-1 under the Exchange Act; provided, however, that (i) the restrictions shall apply in full force to sales or other dispositions pursuant to such Rule 10b5-1 plan and (ii) no public announcement or disclosure of entry into such Rule 10b5-1 plan is made or required to be made, including any filing with the SEC under Section 13 or Section 16 of the Exchange Act, in each case during the Lock-Up Period;
- (f) transfers of shares of Common Stock to a charity or education institution;
- (g) if the undersigned is or, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Common Stock to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be;
- (h) transactions relating to the Common Stock acquired in open market transactions after the completion of the Public Offering; and
- (i) the transfer of Common Stock pursuant to a change of control of the Company after the Public Offering, that has been approved by the independent members of the Company's board of directors, provided, that in the event that such change of control is not completed, the Securities owned by the undersigned shall remain subject to the restrictions herein. For purposes of this clause (i), "change of control" shall mean the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Securities the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company;

provided that, in the case of clauses (b), (f), (g) and (h), no filing under Section 13 or Section 16(a) of the Exchange Act reporting a reduction in beneficial ownership of shares of Common Stock or other public announcement shall be required or voluntarily made by the undersigned or the recipient during the Lock-Up Period (other than a filing on Form 5 and any required Schedule 13G (or 13G/A) or Form 13F filing); provided further that, in the case of any transfer or distribution pursuant to clauses (b), (f) and (g), (1) the recipient agrees to be bound in writing by the same restrictions set forth herein for the duration of the Lock-Up Period and (2) any such transfer shall not involve a disposition for value.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that, if (i) the Underwriting Agreement does not become effective and the Company has not consummated a transaction pursuant thereto by August 13, 2019, (ii) the Company notifies the Underwriters in writing that it does not intend to proceed with the Offering, or (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Securities to be sold thereunder, then upon the occurrence of any such event, this Lock-Up Agreement shall immediately be terminated and the undersigned shall be released from all its obligations thereunder.

The undersigned, whether or not participating in the Public Offering, understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Lock-Up Agreement.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

**Name:** Curt LaBelle

By: /s/ Curt LaBelle

*[Signature Page to Lock-Up Agreement]*

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