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): April 1, 2017

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

Delaware	**001-3814**	**45-056710**
(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 April 1, 2017, Imprimis Pharmaceuticals, Inc. (the "Company") entered into a license agreement (the "License Agreement") with Richard L. Lindstrom, M.D. ("Dr. Lindstrom").

Pursuant to the terms of the License Agreement, the Company licensed certain intellectual property and related rights from Dr. Lindstrom to develop, formulate, make, sell, and sub-license the topical ophthalmic solution Klarity™ used to protect and rehabilitate the ocular surface (the "Product"). Under the terms of the License Agreement, the Company is required to make royalty payments to Dr. Lindstrom ranging from three percent (3%) to six percent (6%) of net sales, dependent upon the final formulation of the Product sold. In addition, the Company is required to make certain milestone payments to Dr. Lindstrom including: (i) an initial payment of $50,000 upon execution of the License Agreement, (ii) a second payment of $50,000 following the first $50,000 in net sales of the Product; and (iii) a final payment of $50,000 following the first $100,000 in net sales of the Product. All of the above referenced milestone payments are payable at the Company's election in cash or shares of the Company's restricted common stock.

Dr. Lindstrom is a member of the Company's Board of Directors, and chairman of its Compensation Committee and a member of its Nomination and Corporate Governance Committee. Our Board of Directors has reviewed the license agreement and financials terms thereof, and does not expect total payments (non-board compensation) to Dr. Lindstrom will be in excess of $120,000 during the next twelve months. Furthermore, the Board of Directors has determined that entering into the License Agreement would not impair Dr. Lindstrom's independence nor his ability to provide independent oversight of the Company. The Board of Directors will continue to monitor Dr. Lindstrom's independence in light of the License Agreement and will take appropriate action if and when it determines that Dr. Lindstrom is no longer "independent" within the rules of The Nasdaq Stock Market.

The foregoing is only a brief description of the License Agreement 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 Exhibit 10.1 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	License Agreement dated April 1, 2017 between Imprimis Pharmaceuticals, Inc. and Richard L. Lindstrom, M.D.
99.1	Press Release issued by Imprimis Pharmaceuticals, Inc. on April 6, 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: April 6, 2017

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") dated as of the last date provided for on the signature page hereto (the "Effective Date"), is entered into between Richard L. Lindstrom, M.D., an individual ("Lindstrom"), with a principal place of business at 2811 Westwood Road, Wayzata, Minnesota 55391 and Imprimis Pharmaceuticals, Inc., a Delaware corporation ("Imprimis"), with a principal 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 "Combination Product" shall mean a Product in the form of a combination product containing any such Product and other additional active pharmaceutical ingredients and/or any additional active excipients uncovered by the existing intellectual property rights.

1.3 "First Commercial Sale" shall mean, with respect to any Product, the first sale of such Product to a Third Party.

1.4 "Licensed IP Rights" shall mean, collectively, the Licensed Patent Rights and the Licensed Know-How Rights.

1.5 "Licensed Know-How Rights" shall mean all trade secret and other know-how rights in and to all data, information, compositions and other technology (including, but not limited to, formulae, procedures, processes, methods, protocols, techniques and results of experimentation and testing) which are necessary or useful for Imprimis to make, use, develop, sell or market the Product, or to practice any method or process, at any time claimed or disclosed in any issued patent or pending patent application within the Licensed Patent Rights or which otherwise relates to the Product or derivatives, enhancements, improvements and other modifications thereof, or methods of manufacture or uses of any of the foregoing that are subject to patents or patent applications that share common priority date with the patents and patent applications listed on ***Exhibit A***.

1.6 "Licensed Patent Rights" shall mean (a) the patents and patent applications listed on ***Exhibit A***, (b) all worldwide patents and patent applications that claim or cover the Product, or derivatives, enhancements, improvements and other modifications thereof, or methods of manufacture or uses of any of the foregoing, that share common priority date with the patents and patent applications listed on ***Exhibit A***, in each case, in which Lindstrom heretofore or hereafter has an ownership or (sub)licensable interest, (c) all divisions, continuations, continuations-in-part, that claim priority to, or common priority with, the patent applications described in clauses (a) and (b) above or the patent applications that resulted in the patents described in clauses (a) and (b) above, (d) all patents that have issued or in the future issue from any of the foregoing described patent applications, including utility model, and (e) all extensions, supplemental protection certificates, registrations, confirmations, reissues, reexaminations, inter partes reviews, post-grant reviews, restorations, additions and renewals of or to any of the foregoing described patents.

1.7 "Net Sales" shall mean, with respect to any Product, the gross sales price of such Product invoiced by the Company and its 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; (c) cash, quantity and trade discounts, rebates and other price reductions for such Product; (d) sales, use, value-added and other direct taxes; (e) customs duties, tariffs, surcharges and other governmental charges incurred in exporting or importing such Product; (f) an allowance for uncollectible or bad debts determined in accordance with accounting principles generally accepted in the United States of America ("GAAP"); and (g) any fees and expenses associated with the protection of the intellectual property rights underlying the Product.

1.8 "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.

1.9 "Product" shall mean services, compositions, products, dosages and formulations that are claimed or covered by the Licensed Patent Rights or use the Licensed Know-How Rights.

1.10 "Royalty Period" shall mean the period of time beginning on the date of the First Commercial Sale of the Product and continuing during the term for which a Valid Claim remains in effect and would be infringed but for rights under the Licensed Patent Rights by the make, use, offer for sale, sale or import of such Product.

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

1.12 "Valid Claim" shall mean either (a) a claim of an issued and unexpired patent included within the Licensed 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 Licensed Patent Rights, which claim was filed in good faith, has not been pending for more than five (5) years and has not been abandoned or finally disallowed without the possibility of appeal or refiling of such application.

2. Representations and Warranties

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

2.1.1 Such party, if an entity, is a corporation duly organized, validly existing and in good standing under the laws of the state in which it is incorporated.

2.1.2 Such party (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder, and (b) has taken all necessary corporate 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.

2.1.3 All necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by such party in connection with this Agreement have been obtained.

2.1.4 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 or regulations, and (b) do not conflict with, or constitute a default under, any contractual obligation of it.

2.2 Lindstrom Representations and Warranties. Lindstrom hereby represents and warrants to Imprimis as follows:

2.2.1 Lindstrom (a) is the sole owner or exclusive licensee of the Licensed IP Rights, (b) has not granted to any Third Party any license or other interest in the Licensed IP Rights, (c) is not aware of any Third Party patent, patent application or other intellectual property rights that would be infringed (i) by practicing any process or method or by making, using or selling any composition which is claimed or disclosed in the Licensed Patent Rights or which constitutes Licensed Know-How Rights, or (ii) by making, using or selling Product, and (d) is not aware of any widespread or commercial scale infringement or misappropriation by a Third Party of the Licensed IP Rights.

2.3 Imprimis Representations and Warranties. Imprimis hereby represents and warrants to Lindstrom as follows:

2.3.1 All Product to be supplied or sold pursuant to this Agreement shall comply with all applicable Federal, State and local regulations, requirements and/or laws.

2.3.2 Imprimis has full power and authority to execute this Agreement and to perform its obligations hereunder.

3. License Grant.

3.1 Licensed IP Rights.

3.1.1 Lindstrom hereby grants to Imprimis and its Affiliates an exclusive worldwide license under the Licensed IP Rights to conduct research and to develop, formulate, make, have made, use, offer for sale, sell, sub-license, import and export the Product.

3.1.2 Imprimis shall have the right to grant sublicenses under this Agreement consistent with the terms of this Agreement. Imprimis shall provide Lindstrom with a copy of each executed sublicense agreement. Any sublicenses shall not diminish Imprimis' obligations under this Agreement, and Imprimis shall remain primarily liable for such obligations and for any breach of any provision of this Agreement by its Affiliates or sublicensees.

3.1.3 During the term of this Agreement, Lindstrom shall not grant to a Third Party any licenses that would become effective during the term of this Agreement, related to products that may reasonably be considered competitive to the Product.

3.2 Availability of the Licensed IP Rights. Lindstrom shall provide Imprimis with a copy of all information available to Lindstrom relating to the Licensed IP Rights and/or Product.

3.3 Technical Assistance. During the term of this Agreement, Lindstrom shall provide such technical assistance to Imprimis as Imprimis reasonably requests regarding the Licensed IP Rights and/or Product. Imprimis shall pay to Lindstrom his documented reasonable pre-approved out-of-pocket costs of providing such technical assistance.

4. Royalties and Milestone Payments.

4.1 Milestone Payments.

4.1.1 Initial Milestone Payment. An initial payment of Fifty Thousand Dollars ($50,000), payable at Imprimis' election in cash or shares of the Company's restricted common stock[1], par value $0.001 ("Common Stock"), within fourteen (14) days of the Effective Date.

4.1.2 Periodic Milestone Payments. Following the First Commercial Sale of the Product, Imprimis shall make two additional milestone payments as follows:

[1] In the event of any payments in shares of Common Stock, the number of shares of Common Stock shall be calculated based upon the average closing price of the Company's Common Stock for the five (5) days prior to any issuance.

(a) a payment of Fifty Thousand Dollars ($50,000) payable at Imprimis' election in cash or Common Stock within forty-five (45) days following Fifty Thousand Dollars ($50,000) in Net Sales; and

(b) an additional payment of Fifty Thousand Dollars ($50,000) payable at the Company's election in cash or Common Stock within forty-five (45) days following One Hundred Thousand Dollars ($100,000) in Net Sales.

4.2 Royalties.

4.2.1 During the applicable Royalty Period, subject to the terms and conditions of this Agreement, Imprimis shall pay to Lindstrom royalty payments equal to six percent (6%) of Net Sales for Product.

4.2.2 During the applicable Royalty Period, subject to the terms and conditions of this Agreement, Imprimis shall pay to Lindstrom royalty payments equal to three percent (3%) of Net Sales for Combination Products.

4.2.3 The parties have mutually agreed that this Agreement and the royalty structure set forth above reflects an arms' length, fair and reasonable allocation of the financial benefit accruing to each party from the development and commercialization of the Licensed IP Rights throughout the entire Royalty Period for a Product.

4.3 Royalty Reports. Within forty five (45) days after the end of each calendar quarter during the applicable Royalty Period, Imprimis shall deliver to Lindstrom a report setting forth for such calendar quarter (a) the calculation of the applicable royalties due under this Agreement for the sale of each Product; and (b) the volume of all Product(s) provided to Third Parties. Imprimis shall remit the total payments due for the sale of Product during such calendar quarter at the time such report is made. No such reports or payments will be due for any Product before the First Commercial Sale of such Product.

4.4 Audits.

4.4.1 Upon the written request of Lindstrom and not more than once in each calendar year, Imprimis shall permit an independent certified public accounting firm of nationally recognized standing selected by Lindstrom and reasonably acceptable to Imprimis, at Lindstrom's 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 reports hereunder for the four (4) calendar quarters immediately prior to the date of such request.

4.4.2 If such accounting firm concludes that additional amounts were owed during the audited period, Imprimis shall pay such additional amounts within thirty (30) days after the date Lindstrom delivers to Imprimis such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by Lindstrom; *provided, however*, if the audit discloses that the royalties payable by Imprimis for such period are more than one hundred ten percent (110%) of the royalties actually paid for such period, then Imprimis shall pay the reasonable fees and expenses charged by such accounting firm

4.4.3 Lindstrom shall cause its accounting firm to retain all financial information subject to review under this Section in strict confidence; *provided, however*, that Imprimis shall have the right to require that such accounting firm, prior to conducting such audit, enter into an appropriate non-disclosure agreement with Imprimis regarding such financial information. The accounting firm shall disclose to Lindstrom only whether the reports are correct or not and the amount of any discrepancy. No other information shall be shared. Lindstrom shall treat all such financial information as Imprimis' Confidential Information (defined below).

4.5 Payment Provisions.

4.5.1 Payment Terms. The royalties shown to have accrued by each report provided for under this Section 4 shall be due on the date such report is due. Payment of royalties in whole or in part may be made in advance of such due date.

4.5.2 Withholding Taxes. Imprimis 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 Imprimis, its Affiliates or its or their respective sublicensees, or any taxes required to be withheld by Imprimis, its Affiliates or its or their respective sublicensees, to the extent Imprimis, its Affiliates or its or their respective sublicensees pay to the appropriate governmental authority on behalf of Lindstrom such taxes, levies or charges. Imprimis shall use reasonable efforts to minimize any such taxes, levies or charges required to be withheld on behalf of Lindstrom by Imprimis, its Affiliates or its or their respective sublicensees. Imprimis promptly shall deliver to Lindstrom 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. Indemnification.

5.1 Indemnification. Each party (the "Indemnifying Party") shall defend, indemnify and hold the other party (the "Indemnified Party") harmless from all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) incurred as a result of any Third Party claim, demand, action or proceeding to the extent arising out of any breach by the Indemnifying Party of any representation, warranty or covenant set forth in this Agreement, or the gross negligence or willful misconduct of the Indemnifying Party in the performance of its obligations under this Agreement.

5.2 Procedure. The Indemnified Party promptly shall notify the Indemnifying Party of any liability or action in respect of which the Indemnified Party intends to claim such indemnification, and the Indemnifying Party shall have the right to assume the defense thereof with counsel selected by the Indemnifying Party. The indemnity agreement in this Section shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned. The failure to deliver notice to the Indemnifying Party within a reasonable time after the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve the Indemnifying Party of any liability to the Indemnified Party under this Section, but the omission so to deliver notice to the Indemnifying Party will not relieve it of any liability that it may have to the Indemnified Party otherwise than under this Section. The Indemnified Party under this Section, its employees and agents, shall cooperate fully with the Indemnifying Party and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification.

6. Patents.

6.1 Patent Prosecution and Maintenance. Lindstrom shall have the right at its sole expense to control the preparation, filing, prosecution and maintenance of all patents and patent applications within the Licensed IP Rights. If Lindstrom elects not to file any such patent application in any country, or decides to abandon any such pending application or issued patent in any country, Lindstrom shall provide written notice to Imprimis, and Imprimis shall have the right at its sole expense to assume control of the preparation, filing, prosecution and maintenance of such patent application or patent at its own expense.

6.2 Enforcement of Patent Rights. Imprimis shall have the right at its sole expense and in its sole discretion to control the enforcement and defense of the patents within the Licensed IP Rights against infringers of the Product, and to retain all amounts recovered upon the final judgment or settlement thereof. Lindstrom shall, at the request of Imprimis, reasonably cooperate and testify when requested and make available relevant documents, records, information, samples and other items in connection with any action to enforce the patents within the Licensed IP Rights against infringers of the Product.

7. Term and Termination.

7.1 Term. This Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to this Section, shall continue in effect until the expiration of Imprimis' obligation to pay royalties to Lindstrom under this Agreement. The license grant under this Agreement shall be effective at all times prior to termination or expiration of this Agreement

7.2 Termination.

7.2.1 Termination by Imprimis. Except as otherwise provided in Section 8.4, Imprimis may terminate this Agreement upon or after the breach of any material provision of this Agreement by Lindstrom if Lindstrom has not cured such breach within ninety (90) days after receipt of express written notice thereof by Imprimis; provided, however, if any default is not capable of being cured within such ninety (90) day period and Lindstrom is diligently undertaking to cure such default as soon as commercially feasible thereafter under the circumstances, Imprimis shall have no right to terminate this Agreement for cause. In addition to the rights set forth in the previous sentence, Imprimis shall have the right to terminate this Agreement at its option in its sole discretion upon one hundred eighty (180) days written notice to Lindstrom.

7.2.2 Termination by Lindstrom. Except as otherwise provided in Section 8.4, Lindstrom may terminate this Agreement upon or after the breach of any material provision of this Agreement by Imprimis if Imprimis has not cured such breach within ninety (90) days after receipt of express written notice thereof by Lindstrom; provided, however, if any default is not capable of being cured within such ninety (90) day period and Imprimis is diligently undertaking to cure such default as soon as commercially feasible thereafter under the circumstances, Lindstrom shall have no right to terminate this Agreement.

7.2.3 Termination caused by Regulatory Mandate. If any state or federal regulatory body, including the FDA, interprets an existing or promulgates a new rule, law or regulation that prohibits or otherwise materially adversely affects the exercise of rights licensed to Imprimis under this Agreement, the parties shall use commercially reasonable efforts to take actions and/or amend this Agreement to promptly and adequately address and account for such rules, laws or regulations. If such actions do not adequately address and account for such rules, laws or regulations and/or the parties do not mutually agree on terms and conditions of an amendment to this Agreement that addresses and accounts for such rules, laws or regulations, then either party may terminate this Agreement upon written notice to the other party.

7.3 Survival. Sections 5 (solely with respect to outstanding payment obligations as set forth therein), 7 and 8 shall survive termination or expiration of this Agreement.

8. Miscellaneous.

8.1 Public Announcements. Neither party nor its Affiliates shall make any public announcements concerning matters regarding this Agreement or the negotiation thereof without the prior written consent of the other party unless such disclosure is required by law, in which case the announcing party shall provide the other party with reasonable notice of such disclosure sufficient to make written comments concerning such disclosure.

8.2 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 shall be void.

8.3 Confidentiality. Each party hereby agrees, and agrees to cause its Affiliates, stockholders, members, and representatives, to keep (a) the terms of this Agreement and (b) any non-public, confidential or proprietary information of the other party confidential (collectively, the "Confidential Information") and, without limiting its other obligations hereunder, will treat and safeguard such Confidential Information with the same degree of care with which it treats its own confidential information (but in no less a reasonable degree of care) and to limit access to such terms to such employees, consultants, representatives and professional advisors of such party who reasonably require such access in connection with the activities contemplated by this Agreement or otherwise to administer the terms of this Agreement. To the extent practicable, in the event that a party is required to disclose the Confidential Information pursuant to any law, regulation, or judicial or administrative directive, such party will promptly notify the other party in order to allow the other party a reasonable period of time to obtain protective or confidential treatment of such terms before they are disclosed. Either party may disclose the terms of this Agreement (i) to the extent required, in the reasonable opinion of such party's legal counsel, to comply with applicable laws, including, without limitation, the rules and regulations promulgated by the United States Securities and Exchange Commission; and (ii) in connection with a prospective acquisition, merger, financing, or license for such party, to prospective acquirers or merger candidates or to existing or potential investors or licensees, *provided that* prior to such disclosure each such candidate or investor will agree to be bound by obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Section. 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, and that, in the event of any such failure, the non-disclosing 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 will 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 will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the non-disclosing party seeking or obtaining such equitable relief.

8.4 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

8.5 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.

8.6 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.

8.7 Entire Agreement; Amendment. This Agreement and each additional agreement and document 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.

8.8 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.

8.9 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 Lindstrom:

If to Imprimis:

Imprimis Pharmaceuticals, Inc.
Attention: Mark L. Baum
12264 El Camino Real, Suite 350
San Diego, California 92130
E-mail: mark@imprimispharma.com

8.10 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.

****SIGNATURE PAGE FOLLOWS****

SIGNATURE PAGE

IN WITNESS WHEREOF, each party has caused a duly authorized representative to execute this Agreement on the Effective Date.

LINDSTROM

Dr. Richard L. Lindstrom

/s/ Richard L. Lindstrom

By: Dr. Richard L. Lindstrom
An individual

Date: 3/24/2017

IMPRIMIS

Imprimis Pharmaceuticals, Inc.

/s/ Mark L. Baum

By: Mark L. Baum
Its: Chief Executive Officer

Date: 4/1/2017

EXHIBIT A

Licensed Patent Rights

Imprimis Pharmaceuticals Acquires Exclusive License to Patented Ophthalmic Formulation for Dry Eye Disease

Formulation Expected to be a Cornerstone of Imprimis' New Dry Eye Program

San Diego, Calif. – April 6, 2017 — Imprimis Pharmaceuticals, Inc. (NASDAQ: IMMY), an ophthalmology-focused pharmaceutical company, announced today that it has entered into an licensing agreement for the exclusive worldwide rights to Klarity, an innovative and patented ophthalmic topical solution and gel technology for patients with dry eye disease (DED). Klarity is designed to protect and rehabilitate the ocular surface following ophthalmic surgery, contact lens wear, or in patients with moderate to severe DED. The Klarity formulation is preservative-free and can be formulated to any viscosity, ranging from a topical drop or gel to a dispersive viscosurgical device.

The technology was developed by Richard L. Lindstrom, MD, a world-renowned cataract and refractive surgeon, inventor and consultant to numerous private and public ophthalmic companies. Under the terms of the agreement, Imprimis will pay Dr. Lindstrom an upfront fee, milestone payments, and royalty payments on product sales.

Richard L. Lindstrom, MD, stated, "The company's commercial capabilities in ophthalmology make them the optimal team to bring this unique dry eye technology to market. When the surface of the eye is damaged following ophthalmic surgery, contact lens wear and with moderate and severe dry eye, they must be rehabilitated. There is no other topical drop which has been specifically positioned for this large dry eye market niche. Over-the-counter topical lubricating drops positioned for mild to moderate dry eye can be helpful, but they do not treat the associated edema, free radical formation or have an agent like Chondroitin Sulfate, which can serve as a cell membrane stabilizer. There is clearly a vast and relatively untapped market that could greatly benefit from Klarity's proprietary formulation and function."

Mark L. Baum, CEO of Imprimis, stated, "We are committed to our vision of delivering innovative and affordable medications to physicians and their patients. This agreement further strengthens our growing ophthalmology portfolio and provides us the opportunity to enter a market with significant growth potential. We believe our Klarity formulation has the potential to fill an unmet need in current treatment options for patients with moderate and severe DED and it is a privilege to license this important technology from a good friend of our company and a valued member of our Board. The Klarity formulation will be a cornerstone of our new dry eye program which we expect to launch in the second half of 2017. We look forward to competing in the over $2 billion U.S. dry eye market and believe this innovative medication can gain significant traction in the growing DED market."

About Klarity

The Klarity formulation is specifically designed for the treatment of ocular surface pathology associated with ophthalmic surgery, contact lens wear and patients with moderate to severe dry eye. These include the development of epithelial and stromal corneal edema, the presence of increased oxidation agents and free radicals, cellular damage and death, and a significantly irritated eye. The active ingredients include Chondroitin Sulfate, a cell membrane stabilizer, deturgescent agent, free radical scavenger and lubricant. Other ingredients include Dextran and Glycerol, deturgescent agents which also enhance lubrication. Ophthalmologists are familiar with Chondroitin Sulfate through clinical experience with Optisol-GS, Viscoat® and DisCoVisc® and the other key ingredients in the Klarity formulation are also well accepted in ophthalmology.

About Dry Eye Disease

Dry eye is among the most common conditions seen by eye care professionals. Dry eye occurs when the eye does not produce enough tears, or when the tears are not of the correct consistency and evaporate too quickly. Inflammation of the surface of the eye may also occur. Dry eye disease, also referred to as keratoconjunctivitis sicca (KCS), dysfunctional tear syndrome, lacrimal keratoconjunctivitis, evaporative tear deficiency, aqueous tear deficiency, and LASIK-induced neurotrophic epitheliopathy (LNE), can be a temporary or chronic condition. Causes for dry eye include inflammatory eye conditions, post-refractive and other ocular surgery, contact lens use, decreased hormones associated with aging, and numerous other factors. An estimated 5.6 million ocular surgeries were performed in the U.S. in 2016 and over 40 million Americans wear contact lenses.[1,2] It is reported that 20 to 30 million people suffer from mild dry eye, and nine to 12 million have moderate to severe dry eye. Although dry eye can impact people of any age, elderly people are frequently affected with a reported five million afflicted with DED.[3]

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

This press release contains forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Any statements in this release that are not historical facts may be considered such "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. Some of the potential risks and uncertainties that could cause actual results to differ from those predicted include our ability to make commercially available our compounded formulations and technologies in a timely manner or at all; physician interest in prescribing our formulations; risks related to our compounding pharmacy operations; our ability to enter into other strategic alliances, including arrangements with pharmacies, physicians and healthcare organizations for the development and distribution of our formulations; our ability to obtain intellectual property protection for our assets; our ability to accurately estimate our 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 our technologies and formulations; unexpected new data, safety and technical issues; regulatory and market developments impacting compounding pharmacies, outsourcing facilities and the pharmaceutical industry; competition; and market conditions. These and additional risks and uncertainties are more fully described in Imprimis' filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K and its Quarterly Reports on Form 10-Q. Such documents may be read free of charge on the SEC's web site at www.sec.gov. 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, Imprimis undertakes no 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.

Other than drugs compounded at a registered outsourcing facility, all Imprimis compounded formulations may only be prescribed pursuant to a physician prescription for an individually identified patient consistent with federal and state laws.

1. Market Scope Report. 2016.

2. Contact Lens Wearer Demographics and Risk Behaviors for Contact Lens-Related Eye Infections — United States, 2014. (2015, August 21). Retrieved April 01, 2017, from https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6432a2.htm

3. Helmer, J. (2015, November 03). Dry Eyes - Surprising Causes and Treatment. Retrieved April 01, 2017, from http://www.aarp.org/health/conditions-treatments/info-2015/what-causes-dry-eyes.html

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