

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

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

**Eyenovia, Inc.**  
(Name of Issuer)

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

**30234E 104**  
(CUSIP Number)

**Fred Eshelman**  
**501 Fifth Avenue, Suite 1404**  
**New York, NY 10017**  
**917-289-1117**

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

**January 29, 2018**  
(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).

CUSIP No. 30234E 104

1	Names of Reporting Person. Fred Eshelman	
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 1,657,515 (1)
	8	Shared Voting Power 0
	9	Sole Dispositive Power 1,657,515 (1)
	10	Shared Dispositive Power 0
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,657,515 (1)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 15.0%	
14	Type of Reporting Person IN	

- (1) Includes (i) 1,273,428 shares of common stock and 65,002 shares underlying options held by Fred Eshelman directly that are exercisable within 60 days of the date of this report and (ii) 319,085 shares of common stock held by Eshelman Ventures LLC. Fred Eshelman is the manager of Eshelman Ventures LLC and, therefore, may be deemed to have beneficial ownership of the shares of common stock held by Eshelman Ventures LLC.

**SCHEDULE 13D**

This Schedule 13D is filed on behalf of Fred Eshelman (the "Reporting Person").

**Item 1. Security and Issuer**

Securities acquired: common stock, \$0.0001 par value per share ("Common Stock")

Issuer: Eyenovia, Inc. ("Issuer")  
501 Fifth Avenue, Suite 1404  
New York, NY 10017

**Item 2. Identity and Background**

(a) This statement is filed by Fred Eshelman, a member of the Issuer's Board of Directors ("Board").

All disclosures herein with respect to the Reporting Person are made only by the Reporting Person. Any disclosures herein with respect to persons other than the Reporting Person are made on information and belief after making inquiry to the appropriate party.

(b) The business address of the Reporting Person is 501 Fifth Avenue, Suite 1404, New York, NY 10017.

(c) The Reporting Person's principal occupation is pharmaceutical executive manager.

(d) The Reporting Person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) The Reporting Person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was, or is subject to, a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a US citizen.

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

On January 29, 2018, 574,451 shares of Common Stock were issued to the Reporting Person upon automatic conversion of the Issuer's Series A preferred stock at the time of the Issuer's initial public offering ("IPO"). Such shares of Series A preferred stock were purchased with the Reporting Person's personal funds on December 16, 2014 at a purchase price of \$3.75 per share.

On January 29, 2018, 122,893 shares of Common Stock were issued to the Reporting Person upon automatic conversion of the Issuer's Series B preferred stock at the time of the Issuer's IPO. Such shares of Series B preferred stock were purchased with the Reporting Person's personal funds on July 31, 2017 at a purchase price of \$6.98 per share.

On January 29, 2018, 45,000 shares of Common Stock were issued to Eshelman Ventures LLC upon automatic conversion of the Issuer's Series A preferred stock at the time of the Issuer's IPO. Such shares of Series A preferred stock were purchased with Eshelman Ventures LLC's working capital on December 16, 2014 at a purchase price of \$3.75 per share.

On January 29, 2018, 217,854 shares of Common Stock were issued to Eshelman Ventures LLC upon automatic conversion of the Issuer's Series A-2 preferred stock at the time of the Issuer's IPO. Such shares of Series A-2 preferred stock were purchased with Eshelman Ventures LLC's working capital on October 6, 2016 at a purchase price of \$5.25 per share.

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On January 29, 2018, 56,231 shares of Common Stock were issued to Eshelman Ventures LLC upon automatic conversion of the Issuer's Series B preferred stock at the time of the Issuer's IPO. Such shares of Series B preferred stock were purchased with Eshelman Ventures LLC's working capital on July 31, 2017 at a purchase price of \$6.98 per share.

The Reporting Person is the manager of Eshelman Ventures LLC and, therefore, may be deemed to have beneficial ownership of the shares of Common Stock held by Eshelman Ventures LLC.

On January 29, 2018, the Reporting Person purchased 335,000 shares of Common Stock in the IPO at a purchase price of \$10.00 per share.

65,002 shares of Common Stock underlying options that are exercisable within 60 days of the date of this report were issued to the Reporting Person as compensation for his services to the Issuer.

**Item 4. Purpose of the Transaction**

The shares of Common Stock owned by the Reporting Person have been acquired for investment purposes. The Reporting Person 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 Person 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.

Except for the foregoing, the Reporting Person has no plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (c) and (e) through (j) of Item 4 of Schedule 13D.

With respect to paragraph (d) of Item 4, the Issuer's Board is in the process of appointing two additional members to fill the vacancies of the Board in order to comply with the corporate governance requirements of The Nasdaq Stock Market and the Reporting Person currently serves as a member of the Board.

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

(a)-(b) The aggregate number and percentage of Common Stock beneficially owned by the Reporting Person (on the basis of a total of 9,936,771 shares of Common Stock outstanding as of February 8, 2018) are as follows:

a)	Amount beneficially owned: 1,657,515	Percentage: 15.0%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	1,657,515 (1)
ii.	Shared power to vote or to direct the vote:	0
iii.	Sole power to dispose or to direct the disposition of:	1,657,515 (1)
iv.	Shared power to dispose or to direct the disposition of:	0

- (1) Includes (i) 1,273,428 shares of Common Stock and 65,002 shares underlying options held by the Reporting Person directly that are exercisable within 60 days of the date of this report and (ii) 319,085 shares of Common Stock held by Eshelman Ventures LLC. The Reporting Person is the manager of Eshelman Ventures LLC and, therefore, may be deemed to have beneficial ownership of the shares of common stock held by Eshelman Ventures LLC.

(c) On January 29, 2018, 574,451 shares of Common Stock were issued to the Reporting Person upon automatic conversion of the Issuer's Series A preferred stock at the time of the Issuer's IPO.

On January 29, 2018, 122,893 shares of Common Stock were issued to the Reporting Person upon automatic conversion of the Issuer's Series B preferred stock at the time of the Issuer's IPO.

On January 29, 2018, 45,000 shares of Common Stock were issued to Eshelman Ventures LLC upon automatic conversion of the Issuer's Series A preferred stock at the time of the Issuer's IPO.

On January 29, 2018, 217,854 shares of Common Stock were issued to Eshelman Ventures LLC upon automatic conversion of the Issuer's Series A-2 preferred stock at the time of the Issuer's IPO.

On January 29, 2018, 56,231 shares of Common Stock were issued to Eshelman Ventures LLC upon automatic conversion of the Issuer's Series B preferred stock at the time of the Issuer's IPO.

On January 29, 2018, the Reporting Person purchased 335,000 shares of Common Stock in the IPO at a purchase price of \$10.00 per share.

Except as described herein, the Reporting Person has not effected any transactions of the Issuer's Common Stock during the 60 days preceding the date of this report.

(d) Not applicable.

(e) Not applicable.

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

On January 4, 2018, in connection with the Issuer's IPO, the Reporting Person entered into a lock-up agreement with the underwriters of the IPO, pursuant to which he agreed that for a period of 180 days after January 24, 2018, or the lock-up period, subject to certain limited exceptions described below, he will not directly or indirectly, without the prior written consent of the underwriters offer for sale, contract to sell, sell, distribute, grant any option, right or warrant to purchase, pledge, hypothecate or otherwise dispose of, directly or indirectly, any shares of the Common Stock (excluding shares purchased in the IPO) or any securities convertible into, or exercisable or exchangeable for, shares of the Common Stock. Certain limited transfers are permitted during the lock-up period if the transferee agrees to these lock-up restrictions.

The description of the lock-up agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 10.1 to this report and is incorporated by reference herein.

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

Exhibit 10.1                      Lock-Up Agreement between Fred Eshelman and the underwriters dated January 4, 2018

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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: February 20, 2018

/s/ Fred Eshelman  
Fred Eshelman

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## Lock-Up Agreement

January 4, 2018

Ladenburg Thalmann & Co. Inc.  
570 Lexington Avenue  
11<sup>th</sup> Floor  
New York, New York 10022

Re: Public Offering of Eyenovia, Inc.

Ladies and Gentlemen:

The undersigned, an officer, director 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 Ladenburg Thalmann & Co. Inc., as the underwriter ("you" or "your"), proposes to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company, providing for the public offering (the "Offering") of shares of Common Stock (the "Securities"), pursuant to a registration statement on Form S-1 (as amended, the "Registration Statement") to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the Company's and your intention to enter into the Underwriting Agreement and to proceed with the 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 and you that, without your prior written consent, the undersigned will not, during the period commencing from the date of the preliminary prospectus and ending one hundred eighty (180) days (the "Lock-Up Period") after the date of the final prospectus relating to the 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 or may be deemed to be beneficially owned (as defined in Rule 13d-3(a)(2) of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (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 (3) 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, or (4) publicly announce an intention to do any of the foregoing.

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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; provided, that the transferee shall sign and deliver a letter agreement substantially in the form of this letter agreement prior to such transfer;
  - (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 during the Lock-Up Period 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;
  - (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 Offering; and
  - (i) the transfer of Common Stock pursuant to a change of control of the Company after the 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;
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*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 letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter 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 the undersigned shall be released from all obligations under this letter agreement upon the earlier to occur of: (i) the Registration Statement does not become effective and the Company files with the SEC a notice of withdrawal of the Registration Statement pursuant to Rule 477 of the Securities Act of 1933, as amended, (ii) the Underwriting Agreement does not become effective by February 28, 2018, or, if after becoming effective, the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder, or (iii) the Company provides written notice to you that the Company does not intend to proceed with the Offering.

The undersigned, whether or not participating in the Offering, understands that you are entering into the Underwriting Agreement and proceeding with the Offering in reliance upon this letter agreement.

If the undersigned is an officer or director of the Company, (i) you agree that, at least three (3) business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, you will notify the Company of the impending release or waiver, and (ii) the Company shall agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two (2) business days before the effective date of the release or waiver. Any release or waiver granted by you hereunder with respect to any such officer or director shall only be effective two (2) business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

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This letter 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,

Signature: /s/ Fred Eshelman

Print Name: Fred Eshelman

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