
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

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)

January 2, 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).

CUSIP No. 30234E 104

1	Names of Reporting Persons. Tsoncho Ianchulev		
2	Check the Appropriate Box if a Member of a Group (a) "" (b) ""		
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) ""		
6	Citizenship or Place of Organization United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 281,549 ⁽¹⁾	
	8	Shared Voting Power 1,206,001 ⁽²⁾	
	9	Sole Dispositive Power 281,549 ⁽¹⁾	
	10	Shared Dispositive Power 1,206,001 ⁽²⁾	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,487,550 ⁽¹⁾⁽²⁾		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares ""		
13	Percent of Class Represented by Amount in Row (11) 12.4%		
14	Type of Reporting Person IN		

- (1) Includes 192,435 shares of common stock and 89,114 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.

1	Names of Reporting Persons. Curt LaBelle		
2	Check the Appropriate Box if a Member of a Group (a) " " (b) " "		
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) " "		
6	Citizenship or Place of Organization United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 124,080 ⁽¹⁾	
	8	Shared Voting Power 1,200,001 ⁽²⁾	
	9	Sole Dispositive Power 124,080 ⁽¹⁾	
	10	Shared Dispositive Power 1,200,001 ⁽²⁾	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,324,081 ⁽¹⁾⁽²⁾		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares " "		
13	Percent of Class Represented by Amount in Row (11) 11.0%		
14	Type of Reporting Person IN		

- (1) Includes 10,000 shares of common stock and 114,080 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) " (b) "		
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) "		
6	Citizenship or Place of Organization Nevada		
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 746,667 ⁽¹⁾	
	8	Shared Voting Power 0	
	9	Sole Dispositive Power 746,667 ⁽¹⁾	
	10	Shared Dispositive Power 0	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 746,667 ⁽¹⁾		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares "		
13	Percent of Class Represented by Amount in Row (11) 6.3%		
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. 1 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”) 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, remains in effect.

Item 1. Security and Issuer

Issuer: Eyenovia, Inc.
295 Madison Avenue, Suite 2400
New York, New York 10017

Item 2. Identity and Background

- (a) This statement is filed by
- (i) Dr. Ianchulev, the Issuer’s Chief Executive Officer, Chief Medical Officer and a member of the Issuer’s Board of Directors (“Board”);
 - (ii) Dr. LaBelle, a member of the Issuer’s Board; and
 - (iii) PME, which is the holder of approximately 6.3% of the issued and outstanding shares of Common Stock as of January 2, 2019.
- (b) The business address of each of the Reporting Persons is 295 Madison Avenue, Suite 2400, New York, NY 10017.

Item 3. Source and Amount of Funds or Other Consideration

On January 2, 2019, Dr. Ianchulev exercised an aggregate of 173,686 options for the same number of shares of Common Stock at an exercise price of \$1.24 per option for 40,000 options and \$1.95 per option for 133,686 options. Also on January 2, 2019, PME exercised 140,000 options for the same number of shares of Common Stock at an exercise price of \$1.24 per option.

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 January 2, 2019, Dr. Ianchulev exercised an aggregate of 173,686 options for the same number of shares of Common Stock at an exercise price of \$1.24 per option for 40,000 options and \$1.95 per option for 133,686 options. Also on January 2, 2019, PME exercised 140,000 options for the same number of shares of Common Stock at an exercise price of \$1.24 per option.

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. 1 to Schedule 13D.

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 11,468,996 shares of Common Stock outstanding as of December 19, 2018) are as follows:

Tsontcho Ianchulev

a)	Amount beneficially owned: 1,487,550	Percentage: 12.4%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	281,549 ⁽¹⁾
ii.	Shared power to vote or to direct the vote:	1,206,001 ⁽²⁾
iii.	Sole power to dispose or to direct the disposition of:	281,549 ⁽¹⁾
iv.	Shared power to dispose or to direct the disposition of:	1,206,001 ⁽²⁾
(1)	Includes 192,435 shares of Common Stock and 89,114 shares 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: 1,324,081	Percentage: 11.0%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	124,080 ⁽¹⁾
ii.	Shared power to vote or to direct the vote:	1,200,001 ⁽²⁾
iii.	Sole power to dispose or to direct the disposition of:	124,080 ⁽¹⁾
iv.	Shared power to dispose or to direct the disposition of:	1,200,001 ⁽²⁾
(1)	Includes 10,000 shares of common stock and 114,080 shares 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: 6.3%
b)	Number of shares to which the Reporting Person has:	
i.	Sole power to vote or to direct the vote:	746,667 ⁽¹⁾
ii.	Shared power to vote or to direct the vote:	0
iii.	Sole power to dispose or to direct the disposition of:	746,667 ⁽¹⁾
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. 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 1,380,000 shares of Common Stock which closed on December 21, 2018, Drs. Ianchulev and LaBelle each entered into a lock-up agreement with National Securities Corporation, the underwriter of 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 final prospectus, Drs. Ianchulev and LaBelle will not directly or indirectly, without the prior written consent of National Securities Corporation (i) offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of, any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock (including, without limitation, shares of Common Stock or any such securities which may be deemed to be beneficially owned by Drs. Ianchulev or LaBelle, as applicable, in accordance with the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (the “Beneficially Owned Shares”); or (ii) enter into any swap, hedge or other agreement or arrangement that transfers, in whole or in part, the economic risk of ownership of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock, or (iii) engage in any short selling of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock.

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 National Securities Corporation dated November 20, 2018.
Exhibit 10.2	Lock-Up Agreement between Dr. LaBelle and National Securities Corporation dated November 20, 2018.
Exhibit 99.1	Joint Filing Agreement by and among the Reporting Persons.

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: January 11, 2019

/s/ Tsontcho Ianchulev

Tsontcho Ianchulev

Date: January 11, 2019

/s/ Curt LaBelle

Curt LaBelle

Date: January 11, 2019

Private Medical Equity, Inc.

By: /s/ Tsontcho Ianchulev

Name: Tsontcho Ianchulev

Title: Member

By: /s/ Curt LaBelle

Name: Curt LaBelle

Title: Member

National Securities Corporation
 200 Vesey Street
 25th Floor
 New York, NY 10281

November 20, 2018

Re: Eyenovia, Inc. – Public Offering of Shares

Dear Sirs:

In order to induce National Securities Corporation (the “Underwriter”) to enter into an underwriting agreement with Eyenovia, Inc., a Delaware corporation (the “Company”), with respect to the public offering (the “Offering”) of shares of the Company’s Common Stock, \$0.0001 par value per share (“Common Stock”), the undersigned hereby agrees that for a period (the “lock-up period”) of ninety (90) days following the date of the final prospectus supplement filed by the Company with the Securities and Exchange Commission in connection with such Offering (the “Prospectus Supplement”), the undersigned will not, without the prior written consent of the Underwriter, directly or indirectly, (i) offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of, any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock (including, without limitation, shares of Common Stock or any such securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations promulgated under the Securities Exchange Act of 1934, as the same may be amended or supplemented from time to time (such shares or securities, the “Beneficially Owned Shares”)), (ii) enter into any swap, hedge or other agreement or arrangement that transfers, in whole or in part, the economic risk of ownership of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock, or (iii) engage in any short selling of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock. The foregoing sentence shall not apply to (a) transfers of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock as a bona fide gift, (b) in the case of a natural person, transfers of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock by will or intestate succession or to any trust, partnership corporation, limited liability company or other entity controlled by the undersigned for the direct or indirect benefit of the undersigned or any member of the immediate family of the undersigned, (c) distributions by a trust to its beneficiaries, (d) the distribution of shares of Common Stock to limited partners or members in the ordinary course of business of a fund or limited liability company owned or controlled by the undersigned, (e) the entry into any plan under Rule 10b5-1 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), or (f) the sales of any Beneficially Owned Shares or Common Stock pursuant to a trading plan that complies with Rule 10b5-1 of the Exchange Act related to the sale of Beneficially Owned Shares or Common Stock in effect as of the date of the Underwriting Agreement and disclosed in writing to the Underwriter; provided that in the case of any transfer or distribution pursuant to clauses (a), (b) or (c), each donee or beneficiary, as applicable, shall agree to be bound by the terms of this Agreement, and in the case of clause (e), no sales shall be permitted to be made under such plan, and no public disclosure or filing under the Exchange Act by any party shall be required, or made voluntarily, in connection with the adoption of any such plan, prior to the expiration of the lock-up period.

For the purposes of the immediately preceding paragraph, “immediate family” shall mean spouse, domestic partner, lineal descendant (including adopted children), father, mother, brother or sister of the transferor.

In addition, the undersigned hereby waives, from the date hereof until the expiration of the ninety (90) day period following the date of the Prospectus Supplement, any and all rights, if any, to request or demand registration pursuant to the Securities Act of 1933, as amended, of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock that are registered in the name of the undersigned or that are Beneficially Owned Shares. In order to enable the aforesaid covenants to be enforced, the undersigned hereby consents to the placing of legends and/or stop transfer orders with the transfer agent of the Common Stock with respect to any shares of Common Stock, securities convertible into or exercisable or exchangeable for Common Stock or Beneficially Owned Shares.

For avoidance of doubt, nothing in this letter agreement prohibits the undersigned from exercising any options or warrants to purchase Common Stock (which exercises may be effected on a cashless basis to the extent the instruments representing such options or warrants permit exercises on a cashless basis), it being understood that any Common Stock issued upon such exercises will be subject to the restrictions of this letter agreement.

If (i) the Company notifies the Underwriter in writing that it does not intend to proceed with the Offering, (ii) for any reason the Offering is terminated prior to the payment for and delivery of the Common Stock or (iii) the underwriting agreement with respect to the Offering shall not have been executed by February 14, 2019, then upon the occurrence of any such event, this Agreement shall immediately be terminated and the undersigned shall be released from its obligations hereunder.

By: /s/ Tsoncho Ianchulev

Name: Tsoncho Ianchulev

National Securities Corporation
200 Vesey Street
25th Floor
New York, NY 10281

November 20, 2018

Re: Eyenovia, Inc. – Public Offering of Shares

Dear Sirs:

In order to induce National Securities Corporation (the “Underwriter”) to enter into an underwriting agreement with Eyenovia, Inc., a Delaware corporation (the “Company”), with respect to the public offering (the “Offering”) of shares of the Company’s Common Stock, \$0.0001 par value per share (“Common Stock”), the undersigned hereby agrees that for a period (the “lock-up period”) of ninety (90) days following the date of the final prospectus supplement filed by the Company with the Securities and Exchange Commission in connection with such Offering (the “Prospectus Supplement”), the undersigned will not, without the prior written consent of the Underwriter, directly or indirectly, (i) offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of, any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock (including, without limitation, shares of Common Stock or any such securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations promulgated under the Securities Exchange Act of 1934, as the same may be amended or supplemented from time to time (such shares or securities, the “Beneficially Owned Shares”)), (ii) enter into any swap, hedge or other agreement or arrangement that transfers, in whole or in part, the economic risk of ownership of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock, or (iii) engage in any short selling of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock. The foregoing sentence shall not apply to (a) transfers of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock as a bona fide gift, (b) in the case of a natural person, transfers of any Beneficially Owned Shares, Common Stock or securities convertible into or exercisable or exchangeable for Common Stock by will or intestate succession or to any trust, partnership corporation, limited liability company or other entity controlled by the undersigned for the direct or indirect benefit of the undersigned or any member of the immediate family of the undersigned, (c) distributions by a trust to its beneficiaries, (d) the distribution of shares of Common Stock to limited partners or members in the ordinary course of business of a fund or limited liability company owned or controlled by the undersigned, (e) the entry into any plan under Rule 10b5-1 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), or (f) the sales of any Beneficially Owned Shares or Common Stock pursuant to a trading plan that complies with Rule 10b5-1 of the Exchange Act related to the sale of Beneficially Owned Shares or Common Stock in effect as of the date of the Underwriting Agreement and disclosed in writing to the Underwriter; provided that in the case of any transfer or distribution pursuant to clauses (a), (b) or (c), each donee or beneficiary, as applicable, shall agree to be bound by the terms of this Agreement, and in the case of clause (e), no sales shall be permitted to be made under such plan, and no public disclosure or filing under the Exchange Act by any party shall be required, or made voluntarily, in connection with the adoption of any such plan, prior to the expiration of the lock-up period.

For the purposes of the immediately preceding paragraph, “immediate family” shall mean spouse, domestic partner, lineal descendant (including adopted children), father, mother, brother or sister of the transferor.

In addition, the undersigned hereby waives, from the date hereof until the expiration of the ninety (90) day period following the date of the Prospectus Supplement, any and all rights, if any, to request or demand registration pursuant to the Securities Act of 1933, as amended, of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock that are registered in the name of the undersigned or that are Beneficially Owned Shares. In order to enable the aforesaid covenants to be enforced, the undersigned hereby consents to the placing of legends and/or stop transfer orders with the transfer agent of the Common Stock with respect to any shares of Common Stock, securities convertible into or exercisable or exchangeable for Common Stock or Beneficially Owned Shares.

For avoidance of doubt, nothing in this letter agreement prohibits the undersigned from exercising any options or warrants to purchase Common Stock (which exercises may be effected on a cashless basis to the extent the instruments representing such options or warrants permit exercises on a cashless basis), it being understood that any Common Stock issued upon such exercises will be subject to the restrictions of this letter agreement.

If (i) the Company notifies the Underwriter in writing that it does not intend to proceed with the Offering, (ii) for any reason the Offering is terminated prior to the payment for and delivery of the Common Stock or (iii) the underwriting agreement with respect to the Offering shall not have been executed by February 14, 2019, then upon the occurrence of any such event, this Agreement shall immediately be terminated and the undersigned shall be released from its obligations hereunder.

By: /s/ Curt LaBelle

Name: Curt LaBelle

AGREEMENT REGARDING THE JOINT FILING OF SCHEDULE 13D

The undersigned, being duly authorized thereunto, hereby execute this agreement as an exhibit to this Amendment No. 1 to Schedule 13D to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, as amended to file this Amendment No. 1 to Schedule 13D jointly on behalf of each such party.

Date: January 11, 2019

/s/ Tsontcho Ianchulev

Tsontcho Ianchulev

/s/ Curt LaBelle

Curt LaBelle

Private Medical Equity, Inc.

By: /s/ Tsontcho Ianchulev

Name: Tsontcho Ianchulev

Title: Member

By: /s/ Curt LaBelle

Name: Curt LaBelle

Title: Member
