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09-27-2002

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Patent and Trademark Office
Docket No. 440882000800

102235666

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
David WEBER, Ingrid KANE, Mike REHAL, Robert L.
LATHROP III and Kenny APTEKAREV

2. Name and address of receiving party(ies):

Name: Oculex Pharmaceuticals, Inc.
Internal Address:
Street Address: 601 W. California Street
City: Sunnyvale, State: California ZIP: 94086

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: September 12, 2002, September 13, 2002, May 14, 2002,
May 14, 2002 and May 14, 2002

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: September 13, 2002

A. Patent Application No.(s) **10246884**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning
document should be mailed:

Cameron A. King
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
Attorney Docket 440882000800

8. Deposit account number: **03-1952**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Cameron A. King
Registration No: 41,897

Cameron A. King
Signature

September 18, 2002
Date

Total number of pages comprising cover sheet, attachments and document: 3

09/26/2002 LNUELLER 00000183 031952 10246884

01 FC:581 40.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

sf-1307663

PATENT
REEL: 013321 FRAME: 0472

ASSIGNMENT JOINT

THIS ASSIGNMENT, by David WEBER, Ingrid KANE, Mike REHAL, Robert L. LATHROP III and Kenny APTEKAREV (hereinafter referred to as the assignors), residing at 12 Estralla Place, Danville, California 94526; 1709 Newcastle Drive, Los Altos, California 94024; 440 Midway Ranch Road, Boulder Creek, California 95006; 2345 Benton Street, Santa Clara, California 95050 and 151 Eaton Street, Santa Cruz, California 95062 respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHODS AND APPARATUS FOR DELIVERY OF OCULAR IMPLANTS, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; and

WHEREAS, Oculex Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 601 W. California Street, Sunnyvale, California 94086 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee*, its successors, legal representatives and assigns.

"I hereby authorize and request the assignee's attorneys, Morrison & Foerster LLP, to insert here in parentheses (Application number _____, filed _____) the application number and filing date of said application when known."

9/12/04
Date


David WEBER

9/13/02
Date

Ingrid Kane
Ingrid KANE

5/14/02
Date

Mike Rehal
Mike REHAL

5/14/02
Date

Robert L. LATHROP III
Robert L. LATHROP III

5/14/02
Date

Kenny APTEKAREV
Kenny APTEKAREV

COPY

Attorney Docket No.: 440882000800

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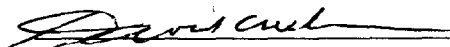
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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