

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ian L. Scott</td> <td>11/06/2009</td> </tr> <tr> <td>Vladimir A. Kuksa</td> <td>11/06/2009</td> </tr> <tr> <td>Feng Hong</td> <td>11/06/2009</td> </tr> <tr> <td>Ryo Kubota</td> <td>11/06/2009</td> </tr> <tr> <td>Jennifer Gage</td> <td>11/13/2009</td> </tr> </tbody> </table>		Name	Execution Date	Ian L. Scott	11/06/2009	Vladimir A. Kuksa	11/06/2009	Feng Hong	11/06/2009	Ryo Kubota	11/06/2009	Jennifer Gage	11/13/2009
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Acucela Inc.</td> </tr> <tr> <td>Street Address:</td> <td>21720 23rd Drive SE</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 120</td> </tr> <tr> <td>City:</td> <td>Bothell</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98021</td> </tr> </table>		Name:	Acucela Inc.	Street Address:	21720 23rd Drive SE	Internal Address:	Suite 120	City:	Bothell	State/Country:	WASHINGTON	Postal Code:	98021
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (650)493-6811</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 6504939300</p> <p>Email: alygas@wsgr.com, mhostetler@wsgr.com</p> <p>Correspondent Name: Wilson Sonsini Goodrich &amp; Rosati</p> <p>Address Line 1: 650 Page Mill Road</p> <p>Address Line 4: Palo Alto, CALIFORNIA 94304-1050</p>													
ATTORNEY DOCKET NUMBER:	35218-722.201												
NAME OF SUBMITTER:	Michael J. Hostetler												

CH \$40.00 12603025

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**PATENT**  
**REEL: 023544 FRAME: 0693**

Total Attachments: 3

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WHEREAS, the undersigned:

- |                                  |                                      |                               |                               |
|----------------------------------|--------------------------------------|-------------------------------|-------------------------------|
| 1. SCOTT, Ian L.<br>Monroe, WA   | 2. KUKSA, Vladimir A.<br>Seattle, WA | 3. HONG, Feng<br>Bellevue, WA | 4. KUBOTA, Ryo<br>Seattle, WA |
| 5. GAGE, Jennifer<br>Seattle, WA |                                      |                               |                               |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

**SULPHUR-LINKED COMPOUNDS FOR TREATING OPHTHALMIC DISEASES AND DISORDERS**

- ☐ for which a United States patent application is executed on even date herewith;
- ☒ for which Application No. **12/603,025** was filed on **October 21, 2009** in the United States Patent Office.
- ☐ for which Application No. \_\_\_ was filed on \_\_\_ in the U.S. Receiving Office of the Patent Cooperation Treaty;
- ☐ for which Application No. \_\_\_ was filed on \_\_\_ in the \_\_\_ Patent Office; and/or
- ☐ for which an application was filed upon which a United States Patent issued on \_\_\_, as U.S. Patent No. \_\_\_\_\_

(hereinafter "Application(s)").

WHEREAS, Acucela Inc., a corporation of the State of Washington, having a place of business at 21720 23<sup>rd</sup> Drive SE, Suite 120 Bothell WA, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: \_\_\_\_\_ Ian L. Scott Date: \_\_\_\_\_ Vladimir A. Kuksa

Date: \_\_\_\_\_ Feng Hong Date: \_\_\_\_\_ Ryo Kubota

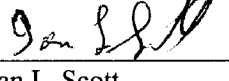
Date: 1/13/09 Jennifer Gage  
Jennifer Gage

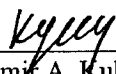
RECEIVED AND AGREED TO BY ASSIGNEE:


Date: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Ryo Kubota  
Title: President and Chief Executive Officer

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 11/6/09   
Ian L. Scott

Date: 11/06/09   
Vladimir A. Kuksa

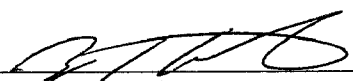
Date: 11/06/09   
Feng Hong

Date: 11/06/09   
Ryo Kubota

Date: \_\_\_\_\_  
Jennifer Gage

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 11/06/09

By:   
Name: Ryo Kubota  
Title: President and Chief Executive Officer