

12-30-2009

12/17/09



ET

103584861

To the Director of the U.S. Patent a.

documents or the new address(es) below.

1. Name of conveying party(ies)
David T. Shima, Perry Calias, Anthony P. Adamis

2. Name and address of receiving party(ies)

Name: Ophtotech Corporation
Address: 5 Vaughn Drive, Suite 106
Princeton, NJ 08540

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 09/21/2004; 09/21/2004; 09/21/2004

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Name:

Address:

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/641270

Additional numbers attached? Yes NO

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

Name: Lawrence B. Kong, Ph.D.

Address: 650 Page Mill Road

City: Palo Alto

State: CA Zip: 94304

Phone Number: (650)565-3868

Fax Number: (650)493-6811

Email Address: lkong@wsgr.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

b. Deposit Account Number 23-2415

Authorized User Name Lawrence B. Kong

9. Signature: Lawrence B. Kong
Signature

December 17, 2009
Date

Lawrence B. Kong, Ph.D.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

WHEREAS, (OSI) EYETECH, INC., a corporation of the state of Delaware, having its principal place of business at 41 Pinelawn Road, Melville, New York 11747 U.S.A. (hereinafter designated as the Undersigned) have the entire right, title and interest in patent applications ("applications") and inventions ("inventions") disclosed therein, and in and to any patent(s), inventor's certificates, and other forms of protection ("patents") that may be granted therefore in all countries of the world, including the United States of America on the attached "SCHEDULE A" that have been filed; and

WHEREAS, Ophthotech Corporation, a corporation of the state of Delaware, having its principal place of business at 66 Witherspoon Street, Princeton, New Jersey 08542 (hereinafter designated as the Assignee) wishes to acquire the entire right, title and interest in and to the applications, and in and to any patent(s) that may be granted from the applications thereof in all countries of the world, including the United States of America as listed on the attached "SCHEDULE A";

NOW THEREFORE, for valuable consideration to the Undersigned, the receipt and adequacy of which from the Assignee is hereby acknowledged, the Undersigned hereby sell, assign, transfer and convey unto the Assignee, its lawful successors and assigns the entire and exclusive right, title and interest (a) in and to said applications and said inventions; (b) in and to all rights to apply for foreign patents on said inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

The Undersigned 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 and foreign countries. Such cooperation by said Undersigned 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 of said applications; (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 patents; (e) for interference or other priority proceedings involving said inventions; and (f) for legal proceedings involving said inventions and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

The Undersigned agree to perform all affirmative acts, including testifying in any legal proceeding or executing any document with respect to the rights, title, and interest

herein conveyed in U.S. and foreign countries, which may be necessary to obtain and maintain proper patent protection in any country for the Assignee and to vest all rights in such patent(s) to the Assignee as fully and entirely as would have been held by the Undersigned if this Assignment and sale had not been made; and to communicate to the Assignee, their successors and assigns, any facts known to us with respect to said applications, inventions, and patents.

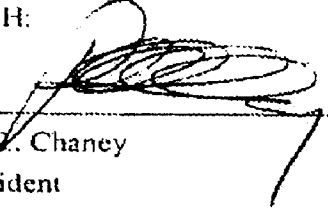
The Undersigned hereby authorize and request the Patent and Trademark Office Officials in the United States of America and in any other countries to issue any and all Patents resulting from the applications, or any regular, continuing, continuation-in-part, divisional, conversion, re-examination or reissue applications thereof to the Assignee, as Assignee of the entire interest, listed on "SCHEDULE A."

The Undersigned hereby authorizes attorney to fill in regular, continuing, and divisional application number(s) when known and hereby covenants that the Undersigned have the full right to convey the entire interest herein assigned, and that have not executed, and will not execute, any agreement in conflict therewith.

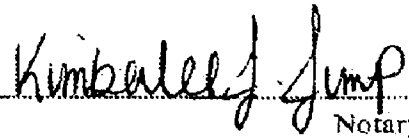
The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Undersigned, their respective heirs, legal representatives and assigns.

The Undersigned hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this agreement.

For (OSI) EYETECH:

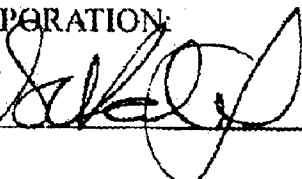
SIGNATURE:  8/16/2007
Name: Paul G. Chaney
Position: President
Place of Signing: Cedar Knolls, New Jersey U.S. A.

On this date, Paul G. Chaney, the above-named individual personally appeared before me and executed this document and acknowledged his free acts and deeds in and for the purpose set forth in this document.

 KIMBERLEE J. JUMP
Notary Public (or Witness outside the U.S.)
My Commission Expires: 10/21/2008
NJ. ID 2306797

For OPHTHOTECH CORPORATION:

SIGNATURE: _____

 - 8/16/2007

Name: Samir Patel

Position: President and Chief Executive
Officer

Place of Signing: New York, New York U.S.A.

On this date, Samir Patel, the above-named individual personally appeared before me and executed this document and acknowledged his free acts and deeds in and for the purpose set forth in this document.

CAROLYN BARBETTA - _____



Name of Witness

SCHEDULE A

ASSIGNED PATENTS

IMATTE/NO	COUNTRY/ID	SERIAL NO	TITLE	FILE
EYE-013	US	10/926,806	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013AR	AR	P040103086	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /27/2004
EYE-013AU	AU	2004268614	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013BR	BR	PI 0413977-1	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013CA	CA	2,536,912	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013CL	CL	2152-2004	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /24/2004
EYE-013CN	CN	200480031700.1	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013EP	EP	04782166.5	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013HK	HK	HK 06112988.3	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013JP	JP	2006-524824	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013KR	KR	10-2006-7004047	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013MX	MX	PA/A/2006/002293	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013NZ	NZ	546088	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /26/2004
EYE-013P	US	60/498,407	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8 /27/2003
EYE-013P2	US	60/556,837	COMBINATION THERAPY FOR THE TREATMENT OF OCULAR	3 /26/2004

IMATTERNO	COUNTRY/ID	SERIAL NO	TITLE	FILE
			NEOVASCULAR DISORDERS (VEGF/PDGF)	
EYE-013PCT	WO	PCT/US04/027612	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8/26/2004
EYE-013TW	TW	093125925	COMBINATION THERAPY FOR TREATMENT OF OCULAR NEOVASCULAR DISORDERS	8/27/2004

ASSIGNMENT

WHEREAS, we, **David T. Shima** of Boston, Massachusetts; **Perry Calias** of Melrose, Massachusetts; and **Anthony P. Adamis**, of Boston, Massachusetts, are inventors of certain new and useful inventions and discoveries, for which we have made an application for Letters Patent entitled **COMBINATION THERAPY FOR THE TREATMENT OF OCULAR NEOVASCULAR DISORDERS** which a utility patent application was filed in the United States Patent and Trademark Office on **August 26, 2004** and assigned Serial No. **10/926,806**; and

WHEREAS, Eyetech Pharmaceuticals, Inc., a Delaware corporation, whose address is 3 Times Square, 12th Floor, New York, New York 10036, together with its successors and assigns is hereinafter called "ASSIGNEE," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for and in consideration of good and valuable consideration furnished by ASSIGNEE to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to ASSIGNEE the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said applications, and any and all Letters Patents, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon, or arise from, said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this Assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; and to communicate to ASSIGNEE all facts known to me relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

Date: 9.21.04

Anthony P. Adamis
Anthony P. Adamis

State of Massachusetts)
County of Middlesex)

On this 21 day of September 2004, before me, the undersigned notary public, personally appeared Anthony P. Adamis, proved to me through satisfactory evidence of identification, which were Mass License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



DORIS R. LINDSAY
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 28, 2006

Doris R. Lindsay
Doris R. Lindsay, Notary Public
My Commission Expires: 7-28-06

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal.

Date: 9-21-04

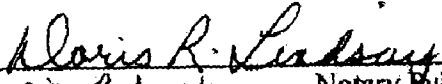

David T. Shima

State of Massachusetts)
County of Middlesex)

On this 21 day of September, 2004, before me, the undersigned notary public, personally appeared David T. Shima, proved to me through satisfactory evidence of identification, which were Ohio Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

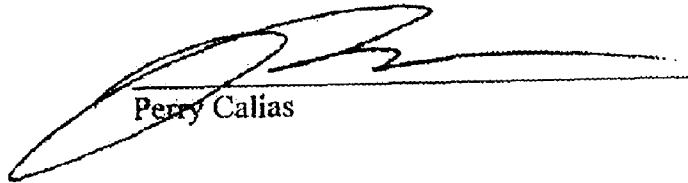


DORIS R. LINDSAY
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 28, 2006


Doris R. Lindsay, Notary Public
My Commission Expires: 7-28-06

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal.

Date: 9-21-04

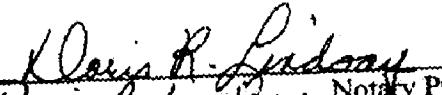

Perry Calias

State of Massachusetts)
County of Middlesex)

On this 21 day of September, 2004, before me, the undersigned notary public, personally appeared Perry Calias, proved to me through satisfactory evidence of identification, which were Mass. License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



DORIS R. LINDSAY
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 28, 2006


Doris R. Lindsay, Notary Public
My Commission Expires: 7-28-06