

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Roger A. SABBADINI	06/08/2008
William A. GARLAND	06/16/2008
Genevieve HANSEN	06/16/2008
Steven Tarran JONES	05/28/2008
David Gareth WILLIAMS	05/28/2008

RECEIVING PARTY DATA

Name:	Lpath, Inc.
Street Address:	6335 Ferris Square
Internal Address:	Suite A
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-3249

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	12258337
Application Number:	12258346
Application Number:	12258353
Application Number:	12258355

CORRESPONDENCE DATA

Fax Number: (817)488-8076

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858.350.9690

Email: lauren@biotechnologylawgroup.com

Correspondent Name: Daniel M. Chambers

Address Line 1: 12707 High Bluff Drive

Address Line 2: Suite 200

OP \$160.00 12258337

501275396

PATENT
REEL: 024903 FRAME: 0165

Address Line 4: San Diego, CALIFORNIA 92130-2037

ATTORNEY DOCKET NUMBER:

LPT-3010-CT1234

NAME OF SUBMITTER:

Daniel M. Chambers

Total Attachments: 8

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ASSIGNMENT AND AGREEMENT

WHEREAS, Roger A. SABBADINI of 12509 Del Sol Road, Lakeside, California 92040 USA; William A. GARLAND of 310 Via Colibri, San Clemente, California 92672 USA; Genevieve HANSEN of 17050 San Antonio Rose Court, San Diego, California 92127 USA; Steven Tarran JONES of 1 Christchurch Crescent, Radlett, Hertfordshire, WD7 8AG, UNITED KINGDOM; and David Gareth WILLIAMS of 56 White Horse Drive, Epsom, Surrey KT18 7LY, UNITED KINGDOM, (hereinafter referred to singly and collectively as "ASSIGNOR") has/have invented a certain invention entitled **COMPOSITIONS AND METHODS FOR BINDING SPHINGOSINE-1-PHOSPHATE** for which an application for United States Letters Patent was filed on October 26, 2007 as U.S. Serial Number 11/924,890 and on October 26, 2007 as International Application No. PCT/US07/82647.

WHEREAS, Lpath, Inc., a corporation duly organized and existing under the laws of the State of Nevada, and having its principal place of business at 6335 Ferris Square, Suite A, San Diego, CA 92121-3249 USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be

granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BioTechnology Law Group** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of BioTechnology Law Group do not personally represent ASSIGNOR or ASSIGNOR'S legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 9 day of June, 2008.



Roger A. SABBADINI

ACKNOWLEDGMENT

State of California
County of San Diego

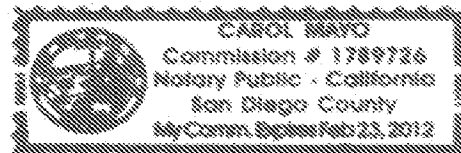
On June 9 2008 before me, Carol Mayo, Notary
(insert name and title of the officer)

personally appeared Roger A. Sabbadini
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol Mayo (Seal)



Executed this 16th day of June, 2008.

William A. Garland

William A. GARLAND

ACKNOWLEDGMENT

State of California

County of San Diego

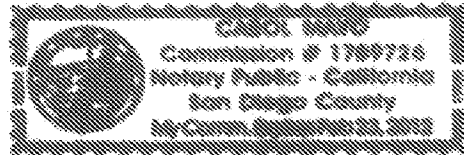
On June 16, 2008 before me, Carol Mayo, Notary
(insert name and title of the officer)

personally appeared William A. Garland
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol Mayo (Seal)



Executed this 16th day of June, 2008.

Genevieve Hansen
Genevieve HANSON
GH

ACKNOWLEDGMENT

State of California
County of San Diego

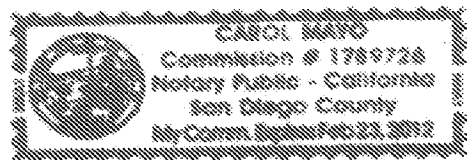
On June 16, 2008 before me, Carol Mayo, Notary
(insert name and title of the officer)

personally appeared Genevieve Hansen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

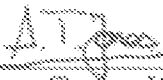
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

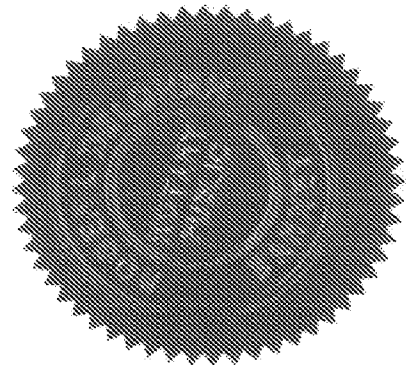
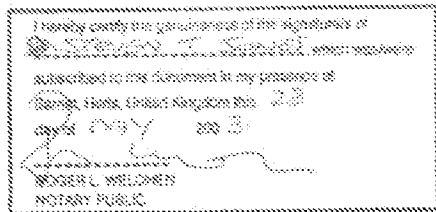
Signature Carol Mayo (Seal)



Executed this 28 day of May, 2008.



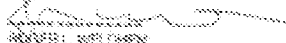
Steven Tarran JONES

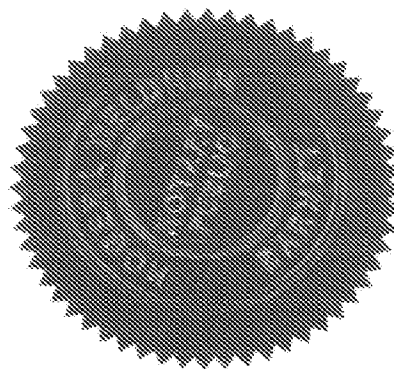
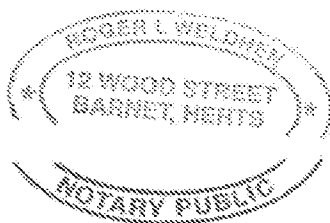


Executed this 28 day of May, 2008.

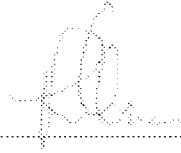


David Gareth WILLIAMS

I hereby certify the genuineness of the signatures of
David Gareth Williams which were
subscribed to the document in my presence on
the 28 day of May 2008

ROGER L. WELDON
NOTARY PUBLIC



Accepted for and on behalf of Lpath, Inc. by:



Title: VP & CSO
Lpath, Inc.

Executed this 5 day of Jan, 2008.

ACKNOWLEDGMENT

State of California
County of San Diego

On June 9, 2008 before me, Carol Mayo, Notary
(insert name and title of the officer)

personally appeared Roger A. Sabbadini
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature Carol Mayo (Seal)

