

08/11/2011



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**RECORDATION FORM**  
**PATENTS**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kevin H. Cuevas

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s):

Kevin H. Cuevas on June 26, 2011

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

2. Name and address of receiving party(ies)

Name: InSight Innovations, LLC

Internal Address:

Street Address: 1040 South York Street

City: Denver

State: Colorado

Country: United States Zip: 80209

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

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

- ☒ this document is being filed together with a United States Continuation-In-Part utility patent application entitled "Intraocular Implant Cell Migration Inhibition System", and the filing date of the application is: August 2, 2011

A. Patent Application No.(s):

B. Patent No.(s):

8/2/2011

Additional numbers attached? ☐ Yes ☒ No

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

Name: CR MILES, P.C.

Internal Address:

Street Address: 405 Mason Court, Suite 119

City: Fort Collins

State: CO Zip: 80524

6. Total number of applications and patents involved: 1

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

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

8. Payment Information

Deposit account number:

9. Signature:

08/02/2011  
Date

Name of Person Signing: Craig Miles

Total number of pages including cover sheet, attachments, and documents: 6

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, VA 22313-1450

08/05/2011 MBELETE1 00000004 13136515

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**PATENT**  
**REEL: 026756 FRAME: 0989**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re the application of:** Kevin H. Cuevas

**Application No.:**

**Filed:**

**For:** Intraocular Implant Cell Migration  
Inhibition System

**Attorney Docket No.:** CuevasCIPIMD

**Confirmation No.:**

**Group Art Unit:**

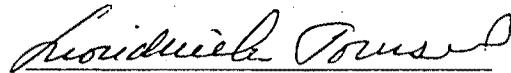
**Examiner:**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**CERTIFICATE UNDER 37 C.F.R. § 1.10 FOR "EXPRESS MAIL"**

Date of Deposit: August 2, 2011 Express Mail Label No.: EM527202725US

I hereby certify that this document is being deposited with the United States Postal Service on the date indicated above in an envelope as "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 and addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



Lioudmila Townsend

**ASSIGNMENT OF PATENT RIGHTS**

THIS ASSIGNMENT is between and among Kevin H. Cuevas, whose address is 1040 South York Street, Denver, Colorado 80209 USA (individually an "Assignor") and InSight Innovations, LLC having its principal offices at 1040 South York Street, Denver, Colorado 80209 ("Assignee").

WHEREAS, Assignor has conceived or developed technology relating to an intraocular implant cell migration inhibition system including the technology described or indicated in the above-identified application, along with any improvements of such technology to the extent conceived or developed during the time serving as a consultant or employee of Assignee or utilizing the trade secrets or confidential information of Assignee, or which are likely to cause disclosure of such trade secrets or confidential information (the "Invention");

WHEREAS, Assignor, either by his/her individuality or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Assignor desires to assign all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Assignor warrants that:
  - a. he/she has the authority to assign all right, title, and interest in an to the Invention;
  - b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
  - c. to the extent he/she conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights; and
  - d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
  - a. all such worldwide rights to make, use, and sell the Invention;
  - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
  - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
  - d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Assignor further covenants and agrees that he/she will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

4. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

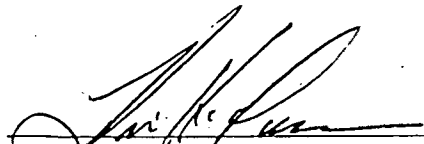
5. Assignor further covenants and agrees that he/she will sign all lawful papers and consents, as well as aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Invention, as provided above.

6. Assignor grants the firm of CR MILES P.C., or other designated agent, the power to insert on this Assignment any further identification which may be necessary or

desirable in order to comply with the rules of the Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified only to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

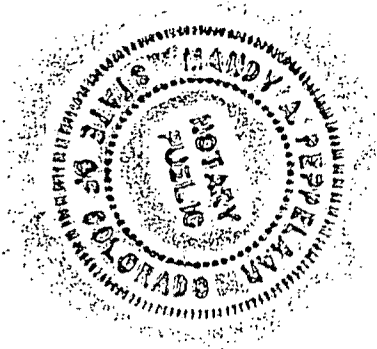
SIGNATURES ON THE FOLLOWING PAGE:

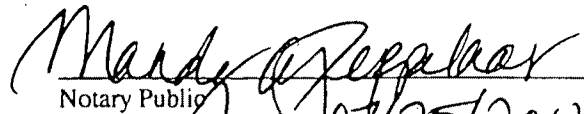
  
Kevin H. Cuevas

Date: 6/26/11

UNITED STATES OF AMERICA )  
STATE OF COLORADO )  
COUNTY OF DENVER )

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Denver, State of Colorado, United States of America, by Kevin H. Cuevas, this 26 day of June, 2011. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



  
Notary Public  
My Commission Expires 07/25/2012