Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVE	YANCE:	ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
		Name	Execution Date		
Jay Lichter			06/19/2009		
Benedikt Vollrath		06/19/2009			
Sergio G. Duron			06/19/2009		
Fabrice Piu			06/19/2009		
Luis A. Dellamary			06/19/2009		
Qiang Ye			06/19/2009		
Carl Lebel			06/19/2009		
Michael Christopher	Scaife		07/29/2009		
Andrew M. Trammel			06/10/2009		
			00/10/2009		
Internal Address: City: State/Country:	Suite 100 San Diego CALIFORNIA				
Postal Code:	92121				
	RS Total: 1				
Property Type		Number			
Application Number:		13190327			
Phone: Email: Correspondent Name	(650)493 <i>be sent via US</i> 858-350 ksahasra :: Kiran Sa	<i>Mail when the fax attempt is unsuce</i> -2300 abudhe@wsgr.com hasrabudhe, Ph.D.	cessful.		
Address Line 1:	650 Pag	e Mill Road			
501632042			PATENT REFL: 026778 FRAME: 0156		

REEL: 026778 FRAME: 0156

501632042

Address Line 4: Palo Alto, CALIFORNIA 94304				
ATTORNEY DOCKET NUMBER:	37173-705.303			
NAME OF SUBMITTER:	Sarah Rollins			
Total Attachments: 7 source=37173-705-Assignment-Otonomy#page1.tif source=37173-705-Assignment-Otonomy#page2.tif source=37173-705-Assignment-Otonomy#page3.tif source=37173-705-Assignment-Otonomy#page5.tif source=37173-705-Assignment-Otonomy#page6.tif source=37173-705-Assignment-Otonomy#page7.tif				

PATENT ASSIGNMENT				r	Docket Number 37173-705.201		
WHEREAS, the undersigned: J. LICHTER, Jay	ż.	VOLLRATH, Benedikt	.3.		4.	PIU, Fabrice	
P.O. Box 676244 Rancho Sama Fe. CA 92067		4704 Niagara Avenue San Diego, CA 92107		1605 Neale Street San Diego, CA 92103		11859 Stonedale Ct. San Diego, CA 92131	
 DELLAMARY, Luis A. 829 Quiet Hills Drive San Marcos, CA 92069 	6.	YE, Qiang 7395 Mannix Court San Diego, CA 92129	7.	LEBEL, Carl 23256 Mariposa de Oro S Malibu, CA 90265		SCAIFE, Michael Christophe 60 Marvin Ave. Lus Altos, CA 94022	

CONTROLLED RELEASE CORTICOSTEROID COMPOSITIONS AND METHODS FOR THE TREATMENT OF OTIC DISORDERS

for which Application No. 12/466.310 was filed on May 14, 2009 in the United States Patent Office:

for which Application No. PCT/US09/03066 was filed on May 14, 2009 in the U.S. Receiving Office of the Patent Cooperation Treaty;

(hereinafter "Application(s)").

WHEREAS, <u>Otonomy</u>, Inc., a corporation of the State OR Commonwealth of <u>Delaware</u>, having a place of business at <u>5626</u> Oberlin Drive, Suite 100, San <u>Diego</u>, <u>CA</u>, <u>92121</u>, (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, aszign, 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 forcign 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 onjoy to the fullest extent the right, fitle 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 imme 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 Assignce as of the dates written below:

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Page 1 of 3

Docket Number 37173-705.201 PATENT ASSIGNMENT FRANCES MARIE SENCHAL Commission # 1658099 On June 19, 2009 before me. Frances Marie Son chall (Name Title of Notary) personally appeared to <u>LICHTER</u> (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in hister authorized capacity, and Notary Public - California Son Diego County My Comm. Expires Moy 8, 2010 that by subcroat to the within institution and accounting to be that are concerned and the institution and accounting the behalf of which the person acted, exercised he instrument, is certify under the laws of the State Commonwealth of Colligion 1.6 that the foregoing paragraph is true and correct. ragraph is true and correct. WITNESS me hand and official seal. Signature: Huron Maniechersch /19/09 Benedikt VOLLRATE (Notary Seaf) Date: 6/19/09 State/Commagwealth of California) County of San Diego) On Tune 19, 2009 before me. Frances Marie Senchalc (Name/File of Norary) personally appeared <u>Benedikt VOLLRATH</u> (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that site executed the same in his/her authorized capacity, whose name is subscribed to the within instrument and acknowledged to me that site executed the same in his/her authorized capacity. FRANCES MARIE SENCHAK Commission # 1658099 Notary Public - California San Diego County My Comm. Expires May 8, 2010 and that by his/her signature on the instrument the person, or early upon behalf of which the person acted, executed the instrument. I certify order PENALTY OF PERBURY under the laws of the State/Commonwealth of California that the foregoing paragraph is mue and correct. WITNESS my hand and official seal. Signatura Fances Mairie i Senehal (Notary Seal) 1,9 11 Sergio G. PURON Date: 10 State/Commonwealth of <u>Call Forms &</u> County of <u>San Diggs</u> FRANCES MARIE SENCHAK Commission # 1658099 On Jane 19, 2009 before me. Frances Mars Sendal (Name/Title of Notary) personally appeared Sensito (J. 01. KON (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her authorized capacity, Notary Public - California San Diego County My Comm. Expires May 8, 2010 and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERURY under the laws of the State/Commonwealth of (2.1069.4) 6- that the foregoing paragraph is true and correct. WITNESS my hand and official seal. signature Marie Serif (Notary Seal) Date: 6/19/09 Fabrice PIU State Commonweath of Calibinia FRANCES MARIE SENCHAR On June 19, 2009 before me. France Marie Sen Clack (Name/Title of Notary) porsonally appeared <u>Fabrice PII</u> (Name of Signer) who proved to me on the basis of sanisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her subhorized capacity, and that by his/her signature on the instrument the person, or contry upon behalf of which the person acted, excepted the instrument. I certify under PENALTY OF PERIURY under the laws of the State/Commonwealth of <u>California</u> that the Commission # 1658099 Notary Public - California San Diego County My Comm. Expires May 8, 2010 foregoing paragraph is true and correct. WITNESS not light and afficial seal. Signature Aduce Maine Sente (Notary Seal)

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Page 2 of 3

Docket Number 37173-705.201 PATENT ASSIGNMENT Date: 6/19/09 Luis A. DELLAMARY State/Commonwealth of California FRANCES MARIE SENCHAR Commission # 1658099 Notary Public - California On June 19, 2009 before me. Frances Marie Sendalk (Name/Title of Notary) personally appeared Luis A. DITLAMARY (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that site executed the same in his/ber authorized capacity. San Diego County My Comm. Expires May 8, 2010 and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument, t certify onder PIENALTY OF PERHERY under the laws of the State-Commonwealth of California, that the foregoing paragraph is true and correct. WETNESS my hand and official seal (Notary Seal) Frances Marie leached Date: 🔅 Qiang YE State/Commonwealth of California FRANCES MARIE SENCHAR Commission # 1658099 On Jarre 19, 2009 before me. Frances Ireans Serichak (Name/Life of Notary) personally appeared Giang XII (Name of Signer) who proved to me ou the basis of satisfactory evidence to be the person whose name Notary Public - California San Diego County is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by My Comm. Expires May 8, 2010 his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PIERIURY under the laws of the State/Commonwealth of Cabber 116 foregoing paragraph is true and correct WITNESS int hand and official seal. Signature Mancor A Janie Senske (Notary Seal) Date: 4/19/09 Carl Les State Commonwealth of California. County of San Diego FRANCES MARIE SENCHAK Commission # 1658099 Om Line 19, 2:09 before me. Frances Marie Senchat (Name/Title of Notary) personally appeared Carl I LIBEL (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose Notary Public - California San Diego County name is subcribed to the within instrument and acknowledged to me that site executed the same in his/her authorized capacity, and My Comm. Expires May 8, 2010 that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, except the instrument is been been belalf of which the person acted, except the instrument is the person acted acted to be person acted, except the instrument is the person acted acted to be person acted to foregoing paragraph is true and correct. WITNESS my hand and official seat. Signatione: Flance Main len (Notary Seaf) Date: Michael Christopher SCAIFE State/Commonwealth of County of T_{23} before me, (Name/Title of Notary) personally appeared Michael Christopher SCAIFE (Name of Signer) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her executed the s instrument, I certify under PENALTY OF PERURY under the laws of the Stafe/Commonwealth of ______ that the foregoing paragraph is true and correct. WITNESS my band and official seal. (Notary Seaf) Signature: RECEIVED AND AGREED TO BY ASSIGNEE: Date: 4/19/09 By: ichter, Ph.D. Name: Jav Title: Chief Executive Officer

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Page 3 of 3

PATENT ASSIGNMENT

WHEREAS, the undersigned:

 SCAIFE, Michael Christopher 60 Marvin Ave. Los Altos, CA 94022

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

CONTROLLED RELEASE CORTICOSTEROID COMPOSITIONS AND METHODS FOR THE TREATMENT OF OTIC DISORDERS

for which Application No. <u>12/466,310</u> was filed on <u>May 14, 2009</u> in the United States Patent Office; for which Application No. <u>PCT/US09/03066</u> was filed on <u>May 14, 2009</u> in the U.S. Receiving Office of the Patent Cooperation Treaty; (hereinafter "Application(s)").

WHEREAS, <u>Otonomy, Inc.</u>, a corporation of the State OR Commonwealth of <u>Delaware</u>, having a place of business at <u>5626 Oberlin Drive</u>, <u>Suite 100</u>, <u>San Diego</u>, <u>CA 92121</u>, (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 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(s) incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee, including (a) a reasonable hourly rate, and (b) related personal expenditures.

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Page 1 of 2

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Docket Number 37173-705.201

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: Sugar JUCG Michael Christopher SCAIFE State/Commonwealth of <u>California</u>) County of <u>Diary</u>) on July 27 milbefore me, Roman Cedilly, Notary Seal) (Name/Title of Notary) personally appeared Michael Christopher SCAIFE who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of Och for and that the foregoing paragraph is true and correct. WITNESS my hand and official seal. ROMAN CEDILLO Cossa, § 1827370 Signature: \$28 0660 RECEIVED AND AGREED TO BY ASSIGNEE: Date: $8 \cdot 12 \cdot 6^{61}$ By: Name: Title:

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Page 2 of 2

PATENT ASSIGNMENT

Docket Number 37173-705.201

WHEREAS, the undersigned:

 TRAMMEL, Audrew M. 12485 South Aklen Circle Olathe, KS 66062

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

CONTROLLED RELEASE CORTICOSTEROID COMPOSITIONS AND METHODS FOR THE TREATMENT OF OTIC DISORDERS

53 for which Application No. 12/466,310 was filed on May 14, 2009 in the United States Patent Office;

for which Application No. PC 17US09/03066 was filed on May 14, 2009 in the U.S. Receiving Office of the Patent Cooperation Treaty;

(hereinafter "Application(s)").

WHEREAS, <u>Otonomy, Inc.</u>, a corporation of the State OR Commonwealth of <u>Defaware</u>, having a place of business at <u>5626 Oberlin Drive</u>, <u>Suite 100, Sau</u> <u>Diego, CA, 22121</u>, (hereination "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) (hereinatier collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinatier "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, fitle 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 applications 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 pertinent, active 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 Assignce as of the dates written below:

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Page 1 of 2

PAPENT ASSIGNMENT	Docket Number 37173-705.201	
Date fine 10,2009 Austrew M. TRAMMEL	X	
State/Control of State/	nesis of satisfactory ordenee /be executed the same in on behalf of which the	·
person acted, exercised the Instrument. Locatify under PENALTY OF PERJURY under the laws of the State Commonwealth that the foregoing paragraph is twic and connect. WITNESS my Thond and ufficial seat. Signature MULACK MULACK	or Kausas Notary PUSCO LAURA K. FEIN STATE OF KANSAS My Appt. Exp. 6-/	10010 8- 201 0
RECEIVED AND AGREED TO BY ASSIGNEE: Date: $\frac{41079}{89}$ By:	Name: Jay Licteer Ph.D. Title: Chief Esecutive Officer	

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Page 2 of 2