

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

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

RECEIVING PARTY DATA

Name:	Otonomy, Inc.
Street Address:	5626 Oberlin Drive
Internal Address:	Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13190327

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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

Phone: 858-350-2300

Email: ksahasrabudhe@wsgr.com

Correspondent Name: Kiran Sahasrabudhe, Ph.D.

Address Line 1: 650 Page Mill Road

501632042

PATENT
REEL: 026778 FRAME: 0156

CH \$40.00 13190327

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

37173-705.303

NAME OF SUBMITTER:

Sarah Rollins

Total Attachments: 7

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PATENT ASSIGNMENT

Docket Number 37173-795.201

WHEREAS, the undersigned:

- | | | | |
|--|---|---|---|
| 1. LICHTER, Jay
P.O. Box 676244
Rancho Santa Fe, CA 92067 | 2. VOLLRATH, Benedikt
4704 Niagara Avenue
San Diego, CA 92107 | 3. DURON, Sergio G.
1605 Neale Street
San Diego, CA 92103 | 4. PIU, Fabrice
11859 Stonedale Ct.
San Diego, CA 92131 |
| 5. 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 St.
Malibu, CA 90265 | 8. SCAIFE, Michael Christopher
60 Marvin Ave.
Los Altos, CA 94022 |

(hereinafter "Inventor(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. 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, Otonomy, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 5626 Oberlin Drive, Suite 100, San Diego, CA, 92121, (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:

PATENT ASSIGNMENT

Docket Number 37173-705.201

Date: 6/19/09

Jay LICHTER

State/Commonwealth of California)
County of San Diego)

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary) personally appeared Jay LICHTER (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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak



(Notary Seal)

Date: 6/19/09

Benedikt VOLLRATH

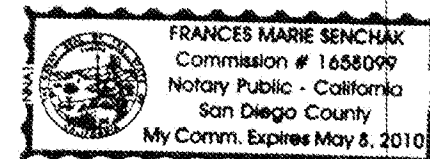
State/Commonwealth of California)
County of San Diego)

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary) personally appeared Benedikt VOLLRATH (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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak



(Notary Seal)

Date: 6/19/09

Sergio G. DURON

State/Commonwealth of California)
County of San Diego)

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary) personally appeared Sergio G. DURON (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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak



(Notary Seal)

Date: 6/19/09

Fabrice PIU

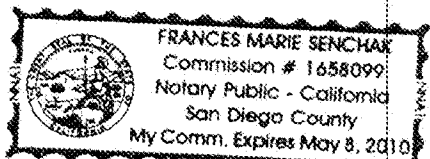
State/Commonwealth of California)
County of San Diego)

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary) personally appeared Fabrice PIU (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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak



(Notary Seal)

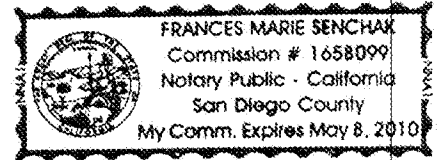
PATENT ASSIGNMENT

Docket Number 37173-705.201

Date: 6/19/09Luis A. DELLAMARYState/Commonwealth of California
County of San Diego

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary)
personally appeared Luis A. DELLAMARY (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 s/he executed the same in his/her authorized capacity,
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 PERJURY under the laws of the State/Commonwealth of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak

(Notary Seal)

Date: 6/19/09Qiang YEState/Commonwealth of California
County of San Diego

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary)
personally appeared Qiang YE (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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State/Commonwealth of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak

(Notary Seal)

Date: 6/19/09Carl LEBELState/Commonwealth of California
County of San Diego

On June 19, 2009 before me, Frances Marie Senchak (Name/Title of Notary)
personally appeared Carl LEBEL (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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State/Commonwealth of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Frances Marie Senchak

(Notary Seal)

Date: _____

Michael Christopher SCAIFEState/Commonwealth of _____
County of _____

On _____ 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 s/he executed the same in his/her authorized
capacity, 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 PERJURY under the laws of the State/Commonwealth of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 6/19/09By: Jay RichterName: Jay Richter, Ph.D.
Title: Chief Executive Officer

WHEREAS, the undersigned:

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

(hereinafter "Inventor(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. 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, Otonomy, Inc., a corporation of the State OR Commonwealth of Delaware, having a place of business at 5626 Oberlin Drive, Suite 100, San Diego, CA 92121, (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(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.

PATENT ASSIGNMENT

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: July 27 2009 Michael Christopher Scaife
Michael Christopher SCAIFE

State/Commonwealth of California)
County of San Diego)

On July 27, 2009 before me, Roman Cedillo Notary Public (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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]



RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 8-12-09

By: [Signature]
Name:
Title:

PATENT ASSIGNMENT

Docket Number 37173-705.201

WHEREAS, the undersigned:

1. TRAMMEL, Andrew 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

- ☒ 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)").

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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:

PATENT ASSIGNMENT		Docket Number 37173-705.201		
Date: <u>June 10, 2009</u> <u>Andrew M. Trammel</u> Andrew M. TRAMMEL				
State: <u>Kansas</u> County of <u>Jackson</u>				
On <u>June 10, 2009</u> before me, <u>Laura K. Feingold</u> (Name/Title of Notary) personally appeared <u>Andrew M. Trammel</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 s/he executed the same in his/her authorized capacity, 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 PERJURY under the laws of the State Commonwealth of <u>Kansas</u> that the foregoing paragraph is true and correct.				
WITNESS my hand and official seal.				
Signature: <u>Laura K. Feingold</u>		<table border="1"><tr><td>NOTARY PUBLIC STATE OF KANSAS</td><td>LAURA K. FEINGOLD My Appt. Exp. <u>6-18-2010</u></td></tr></table>	NOTARY PUBLIC STATE OF KANSAS	LAURA K. FEINGOLD My Appt. Exp. <u>6-18-2010</u>
NOTARY PUBLIC STATE OF KANSAS	LAURA K. FEINGOLD My Appt. Exp. <u>6-18-2010</u>			
RECEIVED AND AGREED TO BY ASSIGNEE:				
Date: <u>6/10/09</u>	By: <u>Jay Lickson</u> Name: Jay Lickson Ph.D. Title: Chief Executive Officer			