PATENT ASSIGNMENT

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SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PART	Y DATA				
<u>ا</u>			ame	Execution Date	
Leonid E. LERNER				10/27/2011	
Igor SHUBAYEV				10/27/2011	
RECEIVING PARTY	' DATA				
Name: OcuJect, LLC					
Street Address:		50 Whitewater Drive			
City:	Corona Del M	Corona Del Mar			
State/Country:	CALIFORNIA				
Postal Code:	92625	92625			
Application Number: 13249		132490	9087		
Application Number: 13249		132490	9087		
CORRESPONDENC	E DATA				
Fax Number: (650)494-0792					
Phone: (650) 813-5674					
Email: pellison@mofo.com					
Correspondence will US Mail.	l be sent to the e-i	naíl addi	lress first; if that is unsuccessful, it will be	e sent via	
Correspondent Name: Lisa A. Amii					
Address Line 1: Morrison & Foe			ster LLP		
Address Line 2:	755 Pag	755 Page Mill Road			
Address Line 4:	Palo Alto	, CALIF	FORNIA 94304-1018		
ATTORNEY DOCKET NUMBER:			677232000320		
ATTORNEY DOCKE					
ATTORNEY DOCKE	ER:		Lisa A. Amii		

ASSIGNMENT

This assignment is by:

- Leonid E. LERNER
 50 Whitewater Drive Corona Del Mar, California 92625
- Igor SHUBAYEV 4441 Vision Drive, #5 San Diego, California 92121

(referred to in this Assignment as "Assignors"), who reside at or have a mailing address as listed above.

This Assignment is to:

Assignee: OcuJect, LLC Address: 50 Whitewater Drive, Corona Del Mar, California 92625 A corporation duly organized under and pursuant to the laws of: California

(referred to in this Assignment as "Assignee"), who desires to acquire the entire right, title and interest in said inventions and said application for letters patent of the United States, and in any United States or foreign, letters patent or patents, to be obtained therefor and thereon.

Assignors have invented certain new and useful inventions in:

DEVICE AND METHOD FOR INTRAOCULAR DRUG DELIVERY

for which Assignors have filed an application for patent in the United States of America concurrently herewith. Where this Assignment is not filed concurrently with the application, the following identifying information may be added after execution:

Serial No.: 13/249,087 Filing Date: September 29, 2011

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignors hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, and any and all letters patent or patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all provisionals, divisions, continuations, continuations-in-part and substitutions of said application, or reissues, re-examinations or extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

2. Assignors represent, warrant and covenant that, at the time of execution and delivery of this agreement, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and said application for letters patent, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement.

3. Assignors shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto

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PATENT REEL: 027164 FRAME: 0937

to the Assignce, at the sole cost and expense of Assignce, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) letters patent for said inventions in any country, including any reissue, re-examination or extension of or interference proceedings; or (c) any provisional, division, continuation, continuation-in-part, or substitutions of any application for letters patent or any reissues, re-examinations, extensions or interference proceedings involving any letters patent, to be obtained thereon. To be clear, for purposes of this paragraph, "desirable" shall include, without limitation, any act necessary or useful in connection with United States laws and/or international conventions.

4. Assignors hereby authorize and request the Commissioner of Patents in the United States to issue the above mentioned letters patents of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

5. "I hereby grant Assignee's attorneys, all of Morrison & Foerster LLP, 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 United States Patent and Trademark office for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known."

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

-11/27/2011 10/27/2011 Jul 10/27/2011 Date: Leonid E. Lerner <u>-11/27/2011</u> 1.S. 11/0//1/ Signature:

RECORDED: 11/02/2011