

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Roger A. SABBADINI</td> <td>08/26/2010</td> </tr> <tr> <td>William A. GARLAND</td> <td>09/03/2010</td> </tr> </tbody> </table>		Name	Execution Date	Roger A. SABBADINI	08/26/2010	William A. GARLAND	09/03/2010				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Lpath, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>4025 Sorrento Valley Blvd.</td> </tr> <tr> <td>City:</td> <td>San Diego</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92121</td> </tr> </table>		Name:	Lpath, Inc.	Street Address:	4025 Sorrento Valley Blvd.	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92121
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 8583509691 Phone: 8583509090 Email: docketing@acuitylg.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Daniel M. Chambers Address Line 1: 12707 High Bluff Drive Address Line 2: Suite 200 Address Line 4: San Diego, CALIFORNIA 92130-2037</p>											
ATTORNEY DOCKET NUMBER:	LPT-3010-CP2										
NAME OF SUBMITTER:	Daniel M. Chambers										
<p>Total Attachments: 5 source=LPT3010CP2_assignment#page1.tif source=LPT3010CP2_assignment#page2.tif source=LPT3010CP2_assignment#page3.tif source=LPT3010CP2_assignment#page4.tif source=LPT3010CP2_assignment#page5.tif</p>											

OP \$40.00 12690033

ASSIGNMENT AND AGREEMENT

WHEREAS, **Roger A. SABBADINI** of 12509 Del Sol Road, Lakeside, California 92040 USA; and **William A. GARLAND** of 310 Via Colibri, San Clemente, California 92672 US (each an "ASSIGNOR" and collectively, the "ASSIGNORS"), has/have invented a certain invention entitled **USE OF ANTI- SPHINGOSINE-1-PHOSPHATE ANTIBODIES IN COMBINATION WITH CHEMOTHERAPEUTIC AGENTS** for which a United States Utility Patent was filed on January 19, 2010 as U.S. Serial Number 12/690.033.

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 worldwide interest therein:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S) has(have) sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive worldwide 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 and other jurisdictions foreign thereto, (d) all divisions, continuations, continuations-in-part, 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(S) had this

Assignment not been made.

ASSIGNORS HEREBY AUTHORIZE AND REQUEST 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.

EACH 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. Each ASSIGNOR also hereby irrevocably designates the secretary of ASSIGNEE as his/her agent and attorney-in-fact to execute and file any such document and to do all lawful acts necessary to apply for and obtain patents and copyrights, and to enforce ASSIGNEE's rights under this ASSIGNMENT.

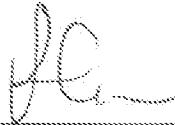
EACH ASSIGNOR HEREBY REPRESENTS AND WARRANTS that such ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that such ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNORS HEREBY GRANTS to the law firm of **BioTechnology Law Group** (or any law firm having been granted a power of attorney by ASSIGNEE) 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.

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

Executed this 26 day of August, 2010.



Roger A. SABBADINI

ACKNOWLEDGMENT

State of California
County of San Diego

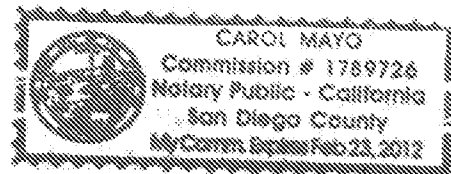
On August 26 2010 before me, Carol Mayo, Notary
(insert name and title of the officer)

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 3 day of September, 2010.

William A. Garland

William A. GARLAND

ACKNOWLEDGMENT

State of California

County of Orange

On September 3, 2010 before me, Bertram S. Pennington, Notary Public
(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 [Signature] (Seal)



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



Roger A. SABBADINI

Title: Vice President & Chief Scientific Officer
Lpath, Inc.

Executed this 10 day of September, 2010.

ACKNOWLEDGMENT

State of California

County of San Diego

On September 10 2010 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)

