

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lpath Therapeutics, Inc.	07/22/2013
RECEIVING PARTY DATA	
Name:	Lpath, Inc.
Street Address:	4025 Sorrento Valley Blvd.
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121-3249
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6255063
Patent Number:	6248553
Patent Number:	6380177
Patent Number:	6716595
Patent Number:	6448023
Patent Number:	6461830
Patent Number:	6485922
Patent Number:	6500633
CORRESPONDENCE DATA	
Fax Number:	8583509691
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8583509090
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OP \$320.00 6255063

Address Line 4: San Diego, CALIFORNIA 92130-2037

ATTORNEY DOCKET NUMBER:	LPT-010 ISSUED PATENTS
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NAME OF SUBMITTER:	Daniel M. Chambers
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Signature:	/Daniel M. Chambers/
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Date:	07/22/2013
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Total Attachments: 1 source=LPT010_issuedpatents_LpathTherapeuticsInc_to_LpathInc#page1.tif
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# PATENT ASSIGNMENT

Docket Number: LPT-010 Issued Patents

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WHEREAS, the undersigned, **Lpath Therapeutics, Inc.** a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at **4025 Sorrento Valley Boulevard, San Diego, CA 92121** (the "Assignor"),

is the owner of the following Patents:

U.S. Patent No. 6,255,063

U.S. Patent No. 6,380,177

U.S. Patent No. 6,448,023

U.S. Patent No. 6,485,922

U.S. Patent No. 6,248,553

U.S. Patent No. 6,716,595

U.S. Patent No. 6,461,830

U.S. Patent No. 6,500,633

as well as each invention described therein (each an "Invention").

WHEREAS, **Lpath, Inc.**, having a place of business at **4025 Sorrento Valley Boulevard, San Diego, CA 92121** (the "Assignee"), is desirous of acquiring the entire worldwide right, title, and interest in and to said Inventions and any related intellectual property, including the Applications, 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, for good and valuable consideration, the sufficiency and receipt of which in full Assignee hereby acknowledges:

1. Assignor does hereby sell, assign, transfer, and convey unto Assignee its entire worldwide right, title, and interest (a) in and to each Invention and each Application, including the right to claim priority to each Invention and each Application; (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 ("PCT"), or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on the Invention(s) 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 extension of any of said Patent(s).

2. Assignor hereby covenants and agrees to cooperate with Assignee so as to enable Assignee to enjoy to the fullest extent the right, title, and interest herein conveyed in the United States, foreign jurisdictions, or under any international convention, agreement, protocol, or treaty. Such cooperation includes 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 Assignee (a) for perfecting in Assignee the right, title, and interest herein conveyed; (b) for prosecuting any applications covering the Invention(s); (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the Invention(s); (d) for filing and prosecuting applications for reissuance of any Patent; (e) for interference or other priority proceedings involving any Invention; and (f) for legal proceedings involving the Invention(s) and any application therefor and any Patent granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, and declaratory judgment and/or infringement and/or other court actions; provided, however, that any reasonable, documented out-of-pocket expense authorized by Assignee in writing and incurred by Assignor in providing such cooperation shall be paid for by Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor and its assignees and other successors.

4. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Assignor hereby requests that any Patent issuing in the United States, foreign country or jurisdiction, 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 the Assignee, its successors, legal representatives, and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor hereby executes and delivers this instrument to the Assignee as of the date(s) indicated:

ON BEHALF OF LPATH THERAPEUTICS, INC.

ASSIGNOR SIGNATURE:

DATE

ASSIGNOR PRINTED NAME: **ROGER A. SABBADINI**

TITLE: **Vice President**

RECEIVED AND AGREED TO BY LPATH, INC.

ASSIGNEE SIGNATURE:

DATE

ASSIGNEE PRINTED NAME: **ROGER A. SABBADINI**

TITLE: **Vice President and Chief Scientific Officer**