

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Diopter Technologies, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Innovative Ophthalmic Products, Inc.

Internal Address: _____

Street Address: 3184-B Airway Ave.

City: Costa Mesa

State: CA

Country: US Zip: 92626

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/18/2013 and 12/2/2013

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

6,143,315

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Knobbe Martens Olson & Bear, LLP

Internal Address: _____

Street Address: 2040 Main Street

14th Floor

City: Irvine

State: CA Zip: 92614

Phone Number: (949) 760-0404

Docket Number: INNOP.000GEN

Email Address: efilings@knobbe.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

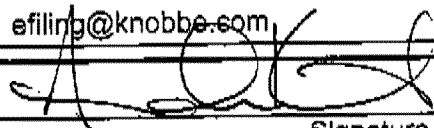
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 11-1410

Authorized User Name Andrew I. Kimmel

9. Signature:



Signature

12/6/13
Date

Andrew I. Kimmel

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 111410 614331

Patent No.: 6,143,315
 Issued: November 7, 2000

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 Client Code: INNOP.000GEN
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ASSIGNMENT

WHEREAS, Diopter Technologies, Inc., a California corporation having offices at 141 Powder House Boulevard, Suite 1, Somerville, MA 02144 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful processes, machines, manufactures or compositions of matter, improvements, technology, inventions, developments, ideas, ornamental designs or discoveries related to methods and devices for treating corneal tissue and/or new and useful improvements thereof (collectively, "the Inventions") that are described in the following United States issued Letters Patent

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,143,315	November 7, 2000	Biochemical Contact Lens For Treating Injured Corneal Tissue

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all letters patent any reissue or re-examination thereof (hereinafter "the Patent");

WHEREAS, Assignor acquired all right, title, and interest in the Inventions and the Patent pursuant to a Patent Assignment Agreement For United States Patent No. 6,143,315 effective June 25, 2008; and ASSIGNOR has entered into a Confirmation Of Assignment And Agreement Amendment (collectively, "the Prior Agreements") regarding the Inventions and the Patent;

WHEREAS, Innovative Ophthalmic Products, Inc., a California corporation having offices at 3184-B Airway Ave., Costa Mesa, CA 92626 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the Inventions, the Patent, and the Prior Agreements; and

WHEREAS, Assignor has developed and/or has rights to certain intangible assets that are being used in connection with, or are relevant to, the Patent, the business relating to the Patent and the treatment of conditions described in the Patent, including any and all intellectual property, unpatented or patentable inventions, proprietary information, copyrights, trade secrets, technical data, or knowledge which exist at the time of this Assignment, whether or not within the scope of or covered by the Patent (hereinafter referred to as "Know-How");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the Prior Agreements, said Inventions, and the said Patent and all Letters Patent that may be granted thereon, and all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuation-in-parts, reissues, reexaminations, renewals, and extensions thereof and substitute thereof, and all rights of priority under International Conventions and any related Letters Patent which may have been filed or may hereafter be filed for said Inventions or for the said Patent in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country

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foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Inventions and all Letters Patents resulting from the Patent to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment. For the avoidance of doubt, the entire right, title, and interest of ASSIGNOR shall not include any obligation of ASSIGNOR to any party.

ASSIGNOR HEREBY assigns to ASSIGNEE all of ASSIGNOR'S right, title and interest to all Know-How; and ASSIGNOR assigns to ASSIGNEE all claims for damages and all remedies arising out of any past, present, or future violation of the Know-How rights.

ASSIGNOR hereby covenants, represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patent before or after issuance.

ASSIGNOR hereby covenants and agrees that it will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Inventions, Patent and Know How and legal equivalents as may be known and accessible to ASSIGNOR and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or other documents related to the Inventions, Patent and Know How.

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent and Know-How immediately upon becoming aware of those facts, and that it will testify in any legal proceeding, including but not limited to any interference, involving any of the Inventions, Patent and Know-How, will sign all lawful papers, execute all divisional, continuing, continuation-in-part and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to apply for, obtain, maintain, issue and enforce any and all rights in the Inventions, Patent and Know-How and any equivalents thereof in all countries.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18th day of November, 2013.

Diopter Technologies, Inc.
By: _____

Name Printed: Christopher P. Adams

Title: CEO

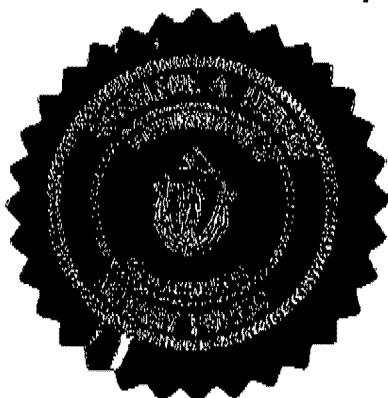
Date: November 18, 2013

STATE OF Massachusetts }
COUNTY OF Middlesex } ss.

On November 2013, before me, Christopher Adams, notary public, personally appeared Diopter Technologies, Inc., 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.



Charlene A. Hersey
Notary Signature

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2 day of December, 2013.

Innovative Ophthalmic Products, Inc.
By: *[Signature]*
Name Printed: ERICH W. ZIEGLER
Title: Director
Date: 12-2-13

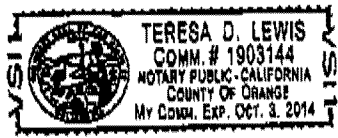
STATE OF California
COUNTY OF Orange ss.

On December 2, 2013, before me, Teresa D. Lewis, notary public, personally appeared Innovative Ophthalmic Products, Inc., 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.

[SEAL]



[Signature]
Notary Signature