

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3752284

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AQUEOUS BIOMEDICAL, INC.	11/01/2015
RECEIVING PARTY DATA		
Name:	AQ BIOMED, LLC	
Street Address:	903 BROOKLAWN DRIVE	
City:	BOULDER	
State/Country:	COLORADO	
Postal Code:	80303	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	14587438	
Patent Number:	8926546	
Patent Number:	8425450	
Patent Number:	7806847	
Patent Number:	6962573	
CORRESPONDENCE DATA		
Fax Number:	(303)572-7888	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	uspt@polsinelli.com	
Correspondent Name:	POL SINELLI PC	
Address Line 1:	1515 WYNKOOP STREET	
Address Line 2:	SUITE 600	
Address Line 4:	DENVER, COLORADO 80202	
NAME OF SUBMITTER:	ABIGAIL S. ROSE	
SIGNATURE:	/Abigail S. Rose/	
DATE SIGNED:	02/23/2016	
Total Attachments: 4		
source=Assignment ~ Aqueous Biomedical to AQ BioMed#page1.tif		
source=Assignment ~ Aqueous Biomedical to AQ BioMed#page2.tif		
source=Assignment ~ Aqueous Biomedical to AQ BioMed#page3.tif		

ASSIGNMENT

WHEREAS, Aqueous Biomedical, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 6555 Delmonico Drive #212, Colorado Springs, Colorado 80919 (the "Assignor") is the owner of a right title and interest in and to certain new and useful systems, devices, and methods disclosed and described in certain patent applications ("Patent Assets") as specifically set forth in the attached Exhibit A; and

Assignor, does hereby sell, assign, and transfer to Assignee, for itself and its successors, transferees, and assignees, all worldwide rights, title, and interest in and to all of the following patents, patent applications, and patent rights:

- (a) the Patents;
- (b) any and all patents and patent applications claiming priority from the item(s) above;
- (c) all divisional, continuation, continuation-in-part, substitute, request for continued examination, renewal, reexamination, reissue, and other related extensions and applications thereto (including any and all foreign counterpart patents and applications) which have been or may be filed in the United States or elsewhere in the world;
- (d) all patents (including reissues and re-examinations), which may be granted on any of (a) – (c), above; and
- (e) all rights of priority in any of (a) – (d), above, together with all rights to recover damages for past and present infringements and any other causes of action related to any of (a) – (d), above, including but not limited to infringement of Assignor's provisional rights therein.

Assignor agrees that Assignee may apply for and receive patents for subject matter disclosed in any of (a) – (d), above in Assignee's own name.

WHEREAS, AQ BioMed, LLC, a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 903 Brooklawn Drive, Boulder, Colorado 80303 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the inventions, the Patent Rights, and in, to, and under any and all Letters Patents to be obtained therefor.

NOW THEREFORE, for good and valuable consideration to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the inventions, Patent Rights, and any and all Letters Patents to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patents of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving

testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;


UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patents in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Applications and Foreign Applications and otherwise take advantage of the provisions of any international conventions; and

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Aqueous Biomedical, Inc.

Date: 11.1.2015

By: 
Name: Michael J. Wilcox, Ph.D.
Title: President and CEO

STATE OF Colorado)
COUNTY OF El Paso) ss.

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Date: 11/2/2015

AQ BioMed, LLC

By: 

Name: Jim Kasic

Title: CEO

STATE OF Colorado)
COUNTY OF Boulder) ss.

APPENDIX A

1. PCT Patent Application No. PCT/US2001/032610, filed October 18, 2001, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"
2. European Patent No. EP1333879, lodged October 18, 2001, granted July 10, 2013, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE," and validations in all European jurisdictions.
3. Japanese Patent No. 4011477, filed July 14, 2005, granted December 14, 2007, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"
4. U.S. Patent No. 6,962,573, filed October 18, 2000 and issued November 8, 2005, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"
5. U.S. Patent No. 7,806,847, filed July 14, 2005 and issued October 5, 2010, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"
6. U.S. Patent No. 8,425,450, filed September 8, 2010 and issued April 23, 2013, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"
7. U.S. Patent No. 8,926,546, filed April 17, 2013 and issued January 6, 2015, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"
8. U.S. Patent Application No. 14/587,438, filed December 31, 2014, entitled "C-SHAPED CROSS SECTION TUBULAR OPHTHALMIC IMPLANT FOR REDUCTION OF INTRAOCULAR PRESSURE IN GLAUCOMATOUS EYES AND METHOD OF USE"