

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4018298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL O'NEIL	08/01/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ON LIGHT SCIENCES INC
<b>Street Address:</b>	7852 STARWARD DRIVE
<b>City:</b>	DUBLIN
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94568
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8394359
Patent Number:	9381167
Patent Number:	9402817
Application Number:	15201469
Application Number:	61528130
Application Number:	61595065
PCT Number:	US2012031608
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(763)322-9797
<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>	
<b>Phone:</b>	6128659449
<b>Email:</b>	joe@iplawspot.com
<b>Correspondent Name:</b>	JOSEPH URADNIK
<b>Address Line 1:</b>	PO BOX 525
<b>Address Line 4:</b>	GRAND RAPIDS, MINNESOTA 55744
<b>NAME OF SUBMITTER:</b>	JOSEPH A. URADNIK REG NO. 36,955
<b>SIGNATURE:</b>	/Joseph A Uradnik/
<b>DATE SIGNED:</b>	08/23/2016
<b>Total Attachments: 6</b>	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”) is entered into as of August 1, 2016 (“Effective Date”), by and between Michael Patrick O’Neil (“Assignor”) and ON Light Sciences, Inc., a California corporation (“OLS”).

**WHEREAS**, upon the terms and subject to the conditions set forth in this Agreement, Assignor desires to assign to OLS the O’Neil Assigned IP (as defined below) and OLS desires to receive such assignment.

**NOW, THEREFORE**, in consideration of the foregoing premises and the covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and OLS hereby agree as follows:

- (A) Assignor hereby irrevocably assigns, transfers and conveys to OLS:
  - (1) the entire right, title and interest, everywhere in the world in and to:
    - (a) all issued patents and patent applications set forth on the attached Schedule of Assigned Patent Assets;
    - (b) any patent applications and patents that both (i) are entitled to claim priority to any of the items included in subclause (a) and (ii) relate to any subject matter disclosed or described in any of the specifications included in any of the items included in subclause (a) (including, without limitation, tattoo removal, benign pigmented lesions and port-wine stains);
    - (c) any continuations, divisions, continuations-in-part (only to the extent (i) entitled to claim priority to any of the items included in subclause (a) and (ii) related to any subject matter disclosed or described in any of the specifications included in any of the items included in subclause (a) (including, without limitation, tattoo removal, benign pigmented lesions and port-wine stains)), substitutes, reissues, extensions, renewals and worldwide counterparts of any of the items included in subclause (a) or (b);
    - (d) any patents that may issue on any of the patent applications included in subclause (a), (b) or (c);
    - (e) any results of oppositions, reexaminations, supplemental examinations and other review procedures with respect to any of the items included in subclause (a), (b), (c) or (d); and
    - (f) with respect to each item included in subclauses (a), (b), (c), (d) and (e), the right to claim all benefits and priority rights under any existing or future international patent conventions, legislation or treaties;

(all of the foregoing in this clause (A)(1), collectively, the “Assigned Patents”);

- (2) the entire right, title and interest, everywhere in the world in and to all discoveries, designs, developments, improvements, inventions (whether or not protectable under any patent laws), works of authorship, documentation, prototypes, designs, information fixed in any tangible medium of expression (whether or not protectable under any copyright laws), trade secrets, know-how, ideas (whether or not protectable under any trade secret laws), trademarks, service marks, trade names and trade dress, in each case, relating in any way or manner to any subject matter disclosed or described in any of the specifications included in any of the Assigned Patents (including, without limitation, tattoo removal, benign pigmented lesions and port-wine stains) that was conceived, reduced to practice, created, derived, developed, discovered or made by Assignor (alone or jointly with others) prior to August 22, 2013 (the effective date of the Employee Proprietary Information and Inventions Agreement, by and between Assignor and OLS) and to which Assignor has any ownership rights or interests (the “Assigned Innovations”);
- (3) the right to sue third parties for infringement (including, without limitation, for damages and injunctive relief) of any Assigned Patents or Assigned Innovations based on any third party activities occurring prior to, contemporaneously with or after the Effective Date;
- (4) any current or future right to receive royalties based on any of the foregoing in subclause (1), (2) or (3);
- (5) the right to prosecute and maintain the Assigned Patents; and
- (6) the right to apply for and maintain any intellectual property protection for any of the Assigned Innovations pursuant to applicable law in any jurisdiction;

(all of the foregoing in this clause (A), collectively, the “O’Neil Assigned IP”).

(B) OLS hereby accepts such assignment, transfer and conveyance of the O’Neil Assigned IP, subject only to the licenses granted by Assignor to OLS under each of (i) the Common Stock Purchase Agreement, by and between Assignor and OLS, dated February 10, 2012, and (ii) the Grant of a License and Capital Contribution Agreement, by and between Assignor and OLS, dated March 12, 2013 (the “Pre-Existing Licenses”).

(C) Assignor hereby represents and warrants that:

- (1) Assignor is the sole and exclusive owner of all O’Neil Assigned IP;
- (2) Other than the Pre-Existing Licenses, there are no licenses, covenants, releases, waivers, immunities, remedy limitations or other rights (whether absolute or contingent, matured or unmatured, vested or unvested) as of the Effective Date that

have been granted or are required to be granted with respect to any of the O'Neil Assigned IP by an agreement or obligation existing on or before the Effective Date (including, without limitation, any commitment to grant any licenses, covenants, releases, waivers, immunities, remedy limitations, and other rights in the future based on any such agreement or obligation existing on or before the Effective Date), and Assignor has not otherwise encumbered any of the O'Neil Assigned IP; and

- (3) The issued patents and patent applications set forth on the attached Schedule of Assigned Patent Assets constitute all issued patents and patent applications owned by Assignor (alone or jointly with others) that relate in any way or manner to any subject matter disclosed or described in any of the specifications included in any of the Assigned Patents (including, without limitation, tattoo removal, benign pigmented lesions and port-wine stains).
- (D) Assignor agrees, upon the written request (and at the sole expense) of OLS (or its successors, assigns or legal representatives) to:
- (1) execute all oaths, assignments, powers and any other papers;
  - (2) testify in any proceeding; and
  - (3) otherwise take any lawful action and reasonably cooperate with OLS;
- in each case in subclause (1), (2) and (3), for the purpose of conveying, establishing, evidencing, perfecting, maintaining, protecting, defending and enforcing OLS's rights in and to the O'Neil Assigned IP. Assignor hereby irrevocably appoints OLS and any of its officers (or OLS's successors, assigns or legal representatives and any officers of any of the foregoing) as Assignor's attorney-in-fact to undertake such acts in Assignor's name in the event Assignor does not undertake any such act within twenty (20) days after OLS's written request that Assignor undertake such act.
- (E) In consideration of Assignor's execution of this Agreement, OLS shall pay Assignor fifty U.S. dollars (U.S. \$50) within thirty (30) days after the Effective Date.
- (F) Assignor agrees to deliver to OLS accurate copies of all correspondence with Assignor's legal counsel, in Assignor's or its legal counsel's possession, relating to the ownership, filing, prosecution, infringement, validity or enforceability of the O'Neil Assigned IP, to the extent any such correspondence has not already been delivered to OLS.
- (G) Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any other official of any applicable governmental authority to record this Agreement and to issue to and in the name of OLS any patents (1) issuing on any patent applications included in the Assigned Patents or (2) covering any of the Assigned Innovations.
- (H) This Agreement, the rights and obligations of Assignor and OLS under this Agreement and any claim or controversy directly or indirectly based upon, arising out of or related to this

**EXECUTION VERSION**

Agreement or the transactions contemplated by this Agreement (whether based upon contract, tort or any other theory), including, without limitation, all matters of construction, validity and performance, will be governed by and construed in accordance with U.S. federal law and the laws of the State of California, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

- (I) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- (J) This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, Assignor and OLS have caused this Agreement to be signed below by their respective duly authorized officers as of the Effective Date.

Michael Patrick O'Neil, Ph.D.

M. O'Neil  
Signature

MICHAEL P. O'NEIL  
Name

self  
Title

ON Light Sciences, Inc.

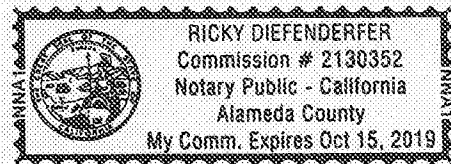
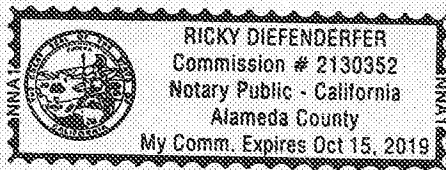
[Signature]  
Signature

Robert E. Grove  
Name

Secretary  
Title

Notary Seal: Notary Attached

Notary Seal: Notary Attached



**Schedule of Assigned Patent Assets**

<b>Country</b>	<b>Patent No.</b>	<b>Application Number</b>	<b>Application Filing Date</b>	<b>Patent Issue Date</b>	<b>Record Owner</b>
US		61/528,130	08-26-2011		Michael P. O'Neil
US		61/595,065	02-04-2012		Michael P. O'Neil
US	8,394,359	13/436,087	03-30-2012	03-12-2013	Michael P. O'Neil
US	9,381,167	13/753,816	01-30-2013	07-05-2016	Michael P. O'Neil
US		14/832,398	08-21-2015		Michael P. O'Neil
US		15/201,469	07-03-2016		Michael P. O'Neil
WIPO		PCT/US12/31608	03-30-2012		Michael P. O'Neil
KR	10-1437820	10-2014-7007471	03-30-2012*	08-28-2014	Michael P. O'Neil
JP		2014-528380	03-30-2012*		Michael P. O'Neil
JP		2016-010804	03-30-2012*		Michael P. O'Neil
EP		EP 12828973	03-30-2012*		Michael P. O'Neil

\*International filing date

[Schedule of Assigned Patent Assets to Patent Assignment Agreement]