

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4021189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HERBERT E. KAUFMAN	07/14/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FORSIGHT VISION5, INC.	
<b>Street Address:</b>	191 JEFFERSON DRIVE	
<b>City:</b>	MENLO PARK	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94025	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>PCT Number:</b>	US2007010981	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(858)314-1501	
<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>	8583141500	
<b>Email:</b>	gpgomez@mintz.com	
<b>Correspondent Name:</b>	MINTZ LEVIN	
<b>Address Line 1:</b>	3580 CARMEL MOUNTAIN ROAD	
<b>Address Line 2:</b>	SUITE 300	
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92130	
<b>ATTORNEY DOCKET NUMBER:</b>	44958-514001WO	
<b>NAME OF SUBMITTER:</b>	GARETT P. GOMEZ	
<b>SIGNATURE:</b>	/GPGOMEZ/	
<b>DATE SIGNED:</b>	08/24/2016	
<b>Total Attachments: 14</b>		
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page1.tif		
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page2.tif		
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page3.tif		
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page4.tif		
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page5.tif		

source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page6.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page7.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page8.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page9.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page10.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page11.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page12.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page13.tif  
source=Kaufman FSV5 Assignment Agreement Effective 071516 (execution copy)#page14.tif

## ASSIGNMENT & COOPERATION AGREEMENT

This Assignment & Cooperation Agreement ("Agreement") is made and entered into as of July \_\_, 2016 ("Effective Date") by and between ForSight VISION5, Inc., a Delaware corporation having an address of 191 Jefferson Drive, Menlo Park, CA 94025 ("FSV5"), HEK Development, LLC, a Florida limited liability corporation, having an office and place of business at 35 Watergate Drive, #404, Sarasota, Florida, 34236 ("HEK"), and Dr. Herbert E. Kaufman, the owner of HEK and the sole named inventor of the Patent Rights, an individual with an address at 35 Watergate Drive, #404, Sarasota, Florida, 34236 ("Kaufman," and together with FSV5 and HEK, "the Parties").

WHEREAS, HEK and Kaufman, individually or collectively, represents themselves to be the current owner of the entire unencumbered, right, title and interest in and to the Patent Rights and Inventions (as those terms are defined herein);

WHEREAS, HEK and Kaufman have agreed to assign to FSV5 the entire right, title and interest in and to the Patent Rights and Inventions on the terms and conditions set forth herein;

WHEREAS, HEK and Kaufman have agreed to provide the assurances and cooperation as set forth herein; and

WHEREAS, in return, FSV5 has agreed to pay certain consideration to HEK as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

- 1.1 "Patent Rights" means all patents and patent applications listed in Exhibit A hereto, any and all applications filed or to be filed and any and all patents, certificates of inventions or other governmental grants granted or to be granted on any Invention anywhere in the world, all divisions, substitutions, continuations, continuations-in-part, renewals, reexaminations, reissues or extensions thereof, any application that claims priority to any of the foregoing, and all foreign equivalents of any of the foregoing.
- 1.2 "Inventions" means all subject matter claimed or disclosed in the Patent Rights and all improvements thereto.
- 1.3 Other terms are defined elsewhere herein in the following Articles.

## CONFIDENTIAL

## ARTICLE 2. ASSIGNMENT &amp; TRANSFER

2.1 HEK and Kaufman each hereby sells, assigns, sets over, transfers and conveys to FSV5, its successors and assigns:

- (i) Any and all of HEK's and Kaufman's entire right, title and interest in and to the Patent Rights and Inventions;
- (ii) All rights to apply, prosecute and maintain, in any and all countries of the world for patents, certificates of invention or other governmental grants, reexaminations or reissues, with respect to any Invention or Patent Right, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; and
- (iii) All causes of action related to, and all rights to enforce, the Patent Rights and other rights related to the Inventions against any Party or third party, whether due to past, present or future, suspected or unsuspected, actual or alleged infringement, misappropriation or violation of any Patent Right or Invention, including all rights to pursue damages, injunctive relief and other remedies.

2.2 (A) HEK and Kaufman each also hereby assigns, transfers and conveys to FSV5, its successors and assigns any and all technical information, know-how, test results, knowledge, techniques, discoveries, data, ideas, inventor notebooks (originals and copies), inventor's disclosures (formal or informal), specifications, designs, trade secrets, regulatory and other governmental filings, documents, apparatus, clinical and regulatory strategies, clinical articles or manuscripts whether published or unpublished, technical or clinical data, manufacturing information, descriptions, compositions of matter, processes, methods, procedures, assays, preclinical and clinical data, analytical and quality control or assurance data and any other similar information, in each case (i) that is in either Party's possession, custody or control, and (ii) that either (a) evidences, in whole or in part, the conception, development, reduction to practice and/or commercialization of any Invention or Patent Right, or (b) relates to or is otherwise reasonably necessary or useful for the manufacture, packaging, use (including delivery), sale, importation or other exploitation or documentation of Inventions or Patent Rights (collectively, "Technology").

(B) For clarity, in order to comply with section 2.2(A), HEK and Kaufman shall only be required to convey to FSV5 the Technology which HEK and Kaufman represents and warrants, to the best of each's knowledge, constitutes any and all Technology presently in either Party's possession or control after each Party has taken reasonable efforts,

**CONFIDENTIAL**

including a reasonable search of paper and electronic records, to identify and obtain all existing Technology for transfer to FSV5 ("Conveyed Technology").

- 2.3 Issuance of Patents and/or Certificates of Invention. HEK and Kaufman also hereby authorize the respective patent office or governmental agency in each jurisdiction to issue, in the name of FSV5, any and all patents, certificates of invention or other governmental rights which may be granted within the Patent Rights.

**ARTICLE 3. CONSIDERATION**

- 3.1 Consideration. (a) Within ten (10) business days of the latter of (i) execution of this Agreement and all required assignments set forth in Exhibit B, and (ii) delivery of the Conveyed Technology to FSV5, FSV5 shall pay to HEK, in the form of a federal funds wire, a single, one-time payment of fifty thousand US Dollars (\$50,000.00) (the "Assignment Consideration"). HEK shall provide appropriate wire instructions for transfer of the Assignment Consideration.
- (b) Other than the Assignment Consideration set forth herein, no payment of any other consideration (including but not limited to royalties and milestone payments) is contemplated nor shall be due or paid to HEK, Kaufman or any third party under this Agreement.
- 3.2 Confidentiality of Assignment Consideration. Neither Party may disclose the amount of the Assignment Consideration to any third party (other than its affiliates and attorneys, accountants, and other professional advisors under a duty of confidentiality) without the prior consent of the other Party except (a) as may be required by law, a court order, or a governmental agency with jurisdiction, provided that before making such a disclosure the Party making the disclosure first notifies the other Party to give the other Party an opportunity to limit such disclosure or seek a protective order, and (b) to potential investors, acquirers, or merger partners in connection with their bona fide due diligence related to the subject transaction, provided that such parties agree to maintain the amount of the Assignment Consideration in confidence.

**ARTICLE 4. PATENT PROSECUTION; ENFORCEMENT and  
COMMERCIALIZATION**

- 4.1 (a) FSV5 shall, at its sole discretion, have the right and discretion, but not the obligation, to undertake and bear all costs of patent prosecution, maintenance and enforcement associated with the Patent Rights from the Effective Date forward. Upon FSV5's reasonable request, HEK and Kaufman, at FSV5's expense, shall cooperate in good faith with FSV5 or its designee, in the prosecution and defense of the Inventions and

**CONFIDENTIAL**

Patent Rights and to secure to FSV5 any and all rights and scope that may be available in the Inventions and Patent Rights in all countries, including but not limited to signing any necessary, desirable or appropriate documents to effectuate the foregoing and, if necessary or desirable, appearing in person, at FSV5's expense and at convenient time(s), to defend the patentability of same.

- (b) FSV5 shall have all rights, but not any obligation, to enforce the Patent Rights in all jurisdictions at FSV5's sole discretion. HEK and Kaufman shall cooperate in good faith with FSV5 or its designee, at FSV5's reasonable request and reasonable expense, with regard to the enforcement of the Patent Rights, including but not limited to signing any necessary, desirable or appropriate documents to effectuate the foregoing and, if necessary or desirable, appearing in person, at FSV5's expense and at convenient time(s), to defend the infringement, validity, patentability and enforceability of same.
- 4.2 Neither HEK nor Kaufman shall, directly or indirectly, offensively or defensively, in any manner, challenge or question or seek to challenge or question, nor assist any third party in any manner in challenging or questioning, or seeking to challenge or question, the infringement, validity, patentability or enforceability of any portion of any Invention or Patent Right in any manner in any setting or tribunal or proceeding.
- 4.3 FSV5 shall have the right to, the full, unfettered discretion to determine whether or not, and if so, how to, but no obligation to ever, commercialize any Invention or Patent Right. No decision concerning whether or not to, or how to commercialize any Invention or Patent Right shall trigger any further obligation to, or right of, HEK or Kaufman and no further consideration shall be due under any circumstances.

**ARTICLE 5. REPRESENTATIONS AND WARRANTIES**

- 5.1 Assignor Warranties. HEK and Kaufman each represents and warrants that: (i) HEK and Kaufman, either individually or collectively, are the sole owner(s) of the entire right, title, and interest in and to the Inventions and Patents Rights free and clear of any liens, mortgage or encumbrances; (ii) neither HEK nor Kaufman has previously granted, are not under any obligation to grant, and each hereby covenants that they will not grant, any assignment, license or other rights in the Inventions or Patent Rights to any third party; (iii) to the best of HEK's and Kaufman's knowledge, Kaufman individually had all rights, title and interest in and to the Inventions and Patent Rights immediately prior to conveyance of any of the Inventions and Patent Rights to HEK; (iv) except for the Patent Rights, as of the Effective Date, HEK and Kaufman do not individually or collectively own or control any patent or patent application (including any invention disclosure or draft patent application for which a patent application is intended to be filed) with claims or disclosure which would or could dominate, capture or encompass any practice of the

**CONFIDENTIAL**

Inventions; (v) as of the Effective Date, to the best of HEK's and Kaufman's knowledge, there are no actions, suits or proceedings pending or threatened in writing against either Party or involving the Patent Rights, at law or in equity by or before any third party, federal, state or other governmental department, agency or institution, domestic or foreign, other than actions in the normal course of prosecution proceedings with respect to Patent Rights before the US Patent and Trademark Office and other foreign patent offices, which may in any way adversely affect FSV5's rights hereunder, require any action or expense by or on behalf of FSV5 after execution hereof, or otherwise call into question their rights to transfer to FSV5 the rights contemplated hereunder; (vi) as of the Effective Date, to the best of HEK's and Kaufman's knowledge, there is no written or electronic correspondence with any third party regarding any Invention or Patent Right that may in any way adversely affect FSV5's rights hereunder, may require any action or expense by or on behalf of FSV5 after execution hereof, or otherwise call into question their rights to transfer to FSV5 the rights contemplated hereunder; and (vii) to the best of HEK's and Kaufman's knowledge, the Inventions and Patent Rights have not been developed under any funding agreement with the Government of the United States or any other government entity.

- 5.2 Kaufman represents and warrants that to the best of his knowledge and belief, he (i) is the sole inventor of all claimed inventions in the Patent Rights and Inventions, and that no other person contributed to, or has ever claimed to have contributed to, the conception or reduction to practice of any of same; and (ii) is presently unaware of any facts or circumstances regarding the manner in which the Patent Rights listed in Exhibit A were prosecuted, that could lead to a good faith challenge to the enforceability of same.
- 5.3 Each of the Parties hereto represents and warrants that that it has the corporate authority to enter into this Agreement without conflicting with any other agreement or obligation to any third party, and to fully convey the rights and undertake the obligations contemplated hereby.
- 5.4 Disclaimer. EXCEPT AS PROVIDED IN THIS ARTICLE 4, NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND ALL PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

**CONFIDENTIAL****ARTICLE 6. INDEMNIFICATION**

- 6.1 FSV5 hereby agrees to indemnify, defend and hold harmless HEK and Kaufman, and their heirs, successors and assigns from and against any and all suits, claims, actions, demands, liabilities, expenses and/or losses, including reasonable attorneys' fees and other costs of defense (collectively, "Claims"), arising out of or in connection with FSV5's defense, prosecution, use or commercialization of the Inventions and Patent Rights; provided that such Claims are not a result of HEK and/or Kaufman's breach of the representations and warranties made hereunder. HEK and Kaufman shall give prompt written notice to FSV5 of any Claims with respect to which HEK and/or Kaufman seeks indemnification, and FSV5 shall have the option to control, and to choose counsel to assume, the defense and settlement of such Claims. Neither HEK nor Kaufman shall settle any Claim that could impose any obligation or expense on, or could affect any right of, FSV5 without the prior written consent of FSV5.
- 6.2 HEK and Kaufman hereby agree to indemnify, defend and hold harmless FSV5, its officers, directors, heirs, successors and assigns from and against any and all Claims arising out of or in connection with HEK and/or Kaufman's breach of the representations and warranties made hereunder. HEK and Kaufman further agree that each of HEK and Kaufman shall be jointly and severally liable to FSV5 for any such breach; provided, however, that the indemnification obligation hereunder and any such liability to FSV5 shall be capped at the amount of the Assignment Consideration.

**ARTICLE 7. MISCELLANEOUS**

- 7.1 Further Assurances. HEK and Kaufman, their executors and legal representatives agree, at their expense for their own personal and corporate activities, to assist FSV5, or its designee, to secure FSV5's rights in the Inventions, Patent Rights and Technology in any and all countries, including through the review, execution and delivery of all instruments, further application papers, affidavits, oaths, assignments and other documents, including but not limited to such Form of Assignment as set forth as Exhibit B), and do all things which may be necessary, desirable or appropriate to secure to, vest in and convey to FSV5, its successors and assigns the sole ownership of the entire right, title and interest in and to the Inventions and Patent Rights and to assign and convey to FSV5, its successors and assigns the sole and exclusive right, title and interest in and to such Inventions and Patent Rights. If FSV5 is unable because of HEK and Kaufman's unavailability, or for any other legitimate, good faith reason, to secure any necessary signature to file, prosecute, maintain or enforce any Patent Right, HEK and Kaufman hereby irrevocably designates and appoints FSV5 and its duly authorized officers and agents as their agent and attorney in fact, to act for and on their behalf and stead for any such purpose with the same legal force and effect as if executed by HEK



**CONFIDENTIAL**

and Kaufman. For clarity, neither HEK nor Kaufman will be responsible for any third party costs, expenses or fees incurred for third-party activities in effectuating the foregoing (including, for example, but not limited to, filing or recordation fees or FSV5's counsel or other third-party fees).

- 7.2 Reliance on Counsel and Advisors. HEK and Kaufman acknowledge that each has had the opportunity to review this Agreement, including all attachments hereto, and the transaction contemplated by this Agreement with its own legal counsel, tax advisors and other advisors. HEK and Kaufman are relying solely on their own business judgment and their own counsel and advisors and not on any statements or representations of FSV5 or its agents for business, legal or other advice with respect to the transaction contemplated by this Agreement. The Parties agree this is an arms' length transaction.
- 7.3 General. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without reference to its principles of conflicts of law. The relationship of HEK and Kaufman on the one hand, and FSV5 on the other, that is established by this Agreement is that of independent contractors. HEK and Kaufman agree not to disclose any terms of this Agreement to any third party without the consent of FSV5, except as required by all securities or other applicable laws, to prospective and other investors or assigns and such Parties' accountants, attorneys and other professional advisors. This Agreement shall be binding upon the successors and assigns of the Parties. FSV5 is entitled to assign this Agreement or any part thereof without the prior written consent of any other Party. Neither HEK nor Kaufman may assign this Agreement nor any obligation hereunder without the prior written consent of FSV5, such consent not to be unreasonably withheld. All notices, requests and communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission (receipt confirmed), mailed by registered or certified mail, postage prepaid, or sent by express courier service (e.g., Federal Express), and shall be deemed to have been properly served to the addressee upon receipt of such written communication, to the address of the applicable Party set forth below its signature, or such other address as may be specified in writing to the other Party. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME. If any provision of this Agreement shall be found to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or

**CONFIDENTIAL**

stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

- 7.4 Dispute Resolution. If a dispute between the Parties related to this Agreement arises, the Parties hereby agree to attempt to resolve such dispute by good faith negotiations within thirty (30) days after notice from the other Party is received. In the event that the Parties are not able to resolve the dispute in good faith within such thirty (30) day period, or any agreed extension, the Parties shall confer in good faith with respect to the possibility of resolving the matter through mediation with a mutually acceptable third party or a national mediation organization. The Parties agree that they will participate in any resulting, agreed-upon mediation sessions in good faith in an effort to resolve the dispute in an informal, inexpensive and expeditious manner. All expenses of the mediator will be shared equally by the Parties. Any applicable statute of limitations will be tolled during the pendency of a mediation initiated under this Agreement. Evidence of anything said or any admission made in the course of any mediation will not be admissible in evidence in any civil action between the Parties. In addition, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, will be admissible in evidence in any civil action between the Parties. However, the admissibility of evidence shall not be limited if all Parties who participated in the mediation consent to disclosure of the evidence. Each Party hereby agrees to venue and jurisdiction to be in the federal and state courts of the U.S. District Court, Northern District of California.
- 7.5 Injunctive Relief. The Parties hereby agree that any breach by HEK or Kaufman of any of the representations and warranties set forth in this Agreement will result in irreparable and continuing damage to FSV5 for which there will be no adequate remedy at law, and that FSV5 shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law and/or in equity (including monetary damages if appropriate).
- 7.6 Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, whether oral or written. This Agreement may only be amended with a writing signed by authorized representatives of both Parties hereto that specifically and expressly refers to this Agreement.
- 7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature Page follows]

**CONFIDENTIAL**

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Signed for and on behalf of **HEK Development, LLC**

This 14 day of July, 2016

Signature:

Herbert E. Kaufman MD

Name and Title:

managing director

Signed by **Herbert E. Kaufman, M.D.** in his individual capacity

This 14 day of July, 2016

Signature:

Herbert E. Kaufman MD

Email:

hkaufm @ gmail . com

Telephone Number:

(941) 266-8077

Signed for and on behalf of **ForSight VISION5, Inc.**

This 15<sup>TH</sup> day of JULY, 2016

Signature:

[Signature]

Name and Title:

K. ANGELA MACFARLANE  
CEO

**EXHIBIT A**

<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Country</b>
13/494,252	06/12/2012	8,668,920	03/11/2014	US
12/226,963	02/18/2009	8,216,603	07/10/2012	US
07776820.8	05/04/2007			EP
20090509772	05/04/2007	JP4829345 B2	09/22/2011	JP
200780025097.X	05/04/2007			CN
PCT/US2007/010981	05/04/2007			PCT
60/797,533	05/04/2006			US

**CONFIDENTIAL**

**EXHIBIT B**

**Form of Assignments [Attached behind]**

## CONFIDENTIAL

## ASSIGNMENT

This Assignment of the patent rights set forth in Schedule A, attached hereto, is made to ForSight VISIONS, Inc., a Delaware corporation, having a place of business at 191 Jefferson Drive, Menlo Park, California 94025 ("Assignee"), by HEK Development, LLC, having an office and place of business in 35 Watergate Drive, #404, Sarasota, Florida, 34236 ("HEK"), and by Herbert E. Kaufman, the sole owner of HEK and the sole named inventor of the patent rights listed in Schedule A, an individual having an address at 35 Watergate Drive, #404, Sarasota, Florida, 34236 ("Kaufman," and together with HEK, "Assignor").

WHEREAS, Assignor owns the entire right, title and interest in and to the patent rights set forth in Schedule A; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said patent rights in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in and to each of the patent rights set forth in Schedule A in the United States and throughout the world, including the right to file, prosecute and maintain said patent rights and any related and foreign applications directly in the name of the Assignee, and to claim for any such related and foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that, upon reasonable request, Assignor and its legal representative(s) and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for the rights set forth in Schedule A, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said rights, in the United States and throughout the world.

Assignor represents and warrants that it has not granted, and covenants that it will not grant, to others any rights inconsistent with the rights, title and interests granted herein to Assignee.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to record the patents of Schedule A in Assignee's name, and to issue any further related Letters Patent reexamined or reissued or granted on any subsequently filed divisional, continuation, continuation-in-part application, to Assignee, its successors and

**CONFIDENTIAL**

assigns, as the assignee of the entire interest hereunder

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date written herein.

Signed for and on behalf of HEK Development, LLC

This 14 day of July, 2016

Signature:

Herbert E. Kaufman M.D.

Name and Title:

managing director

Signed by Herbert E. Kaufman, M.D.

This 14 day of July, 2016

Signature:

Herbert E. Kaufman M.D.

Name and Title:

managing director

**CONFIDENTIAL****ASSIGNMENT SCHEDULE A**

<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Country</b>
13/494,252	06/12/2012	8,668,920	03/11/2014	US
12/226,963	02/18/2009	8,216,603	07/10/2012	US
07776820.8	05/04/2007			EP
20090509772	05/04/2007	JP4829345 B2	09/22/2011	JP
200780025097.X	05/04/2007			CN
PCT/US2007/010981	05/04/2007			PCT
60/797,533	05/04/2006			US