

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4065276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY L. CLELAND	04/27/2016
MING YANG	09/22/2016
JOHN G. BAUMAN	09/22/2016
NU HOANG	09/22/2016
RECEIVING PARTY DATA	
Name:	GRAYBUG VISION, INC.
Street Address:	275 SHORELINE DRIVE
Internal Address:	SUITE 450
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15273686
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	678-694-1262
Email:	cofori-atta@kipsllc.com
Correspondent Name:	KNOWLES INTELLECTUAL PROPERTY STRATEGIES,LLC
Address Line 1:	400 PERIMETER CENTER TERRACE NE
Address Line 2:	SUITE 200
Address Line 4:	ATLANTA, GEORGIA 30346
ATTORNEY DOCKET NUMBER:	12025-002US1
NAME OF SUBMITTER:	BRENT R. BELLOWS
SIGNATURE:	/Brent R. Bellows/
DATE SIGNED:	09/23/2016
Total Attachments: 16	

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GRAYBUG, INC.", CHANGING ITS NAME FROM "GRAYBUG, INC." TO "GRAYBUG VISION, INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF JUNE, A.D. 2016, AT 2:34 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

5695548 8100
SR# 20164406735

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202475013
Date: 06-10-16

PATENT
REEL: 040125 FRAME: 0056

CERTIFICATE OF AMENDMENT
OF THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
GRAYBUG, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Graybug, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

1. This corporation was originally incorporated pursuant to the General Corporation Law on February 19, 2015 under the corporation's original name, Graybug, Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend the Certificate of Incorporation of this corporation, declaring said amendment to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment is as follows:

RESOLVED, Article First of the Certificate of Incorporation of the Corporation shall be amended to read in its entirety as follows:

"The name of this corporation is Graybug Vision, Inc. (the "Corporation")."

3. All references in the Certificate of Incorporation to "Graybug, Inc." shall be amended to "Graybug Vision, Inc."

4. All other provisions of the Certificate of Incorporation of this corporation shall remain in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Graybug, Inc. has caused this Certificate of Amendment to be signed by Jeffrey L. Cleland, its President and Chief Executive Officer, this 10th of June, 2016.

GRAYBUG, INC.

By: /s/ Jeffrey L. Cleland
Jeffrey L. Cleland
President and Chief Executive Officer

ASSIGNMENT

WHEREAS, I, **Jeffrey L. Cleland**, of San Carlos, CA (US) have invented certain new and useful improvements disclosed in a provisional application, titled “ **Compounds and Compositions for the Treatment of Ocular Disorders**” which may be identified in the United States Patent and Trademark Office by Application No. 62/222,095 filed on September 22, 2015, and for which an application for a Letters Patent in the United States claiming priority to said provisional application will be made.

WHEREAS, **GrayBug Inc.** (“Assignee”), a business entity organized and existing under the laws of the State of California, and having its principal offices at 303 Twin Dolphin Drive, Suite 600, Redwood City, CA 94065, is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and applications and in and to the Letters Patent to be obtained therefrom.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I, **Jeffrey L. Cleland** and by these presents do sell, assign, and transfer to **GrayBug Inc.** the full, exclusive, and entire right, title, and interest in and to said Applications, and in and to all inventions and improvements disclosed and described in said Applications, as well as all know-how derived during the development of, and directed to, the inventions and improvements disclosed and described in said Applications.

For the same consideration, I, by these presents, do sell, assign, and transfer to **GrayBug Inc.** the full, exclusive, and entire right, title, and interest in and to any U.S. nonprovisional or foreign application or applications corresponding to said Applications, in whole or in part, and to any Letters Patent and similar protective rights granted on said U.S. nonprovisional or foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said U.S. nonprovisional or foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including to all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents; said U.S. nonprovisional or foreign applications to

Application No. 62/222,095

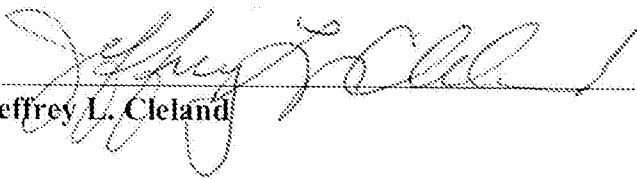
be filed and issued in the name of **GrayBug Inc.** or its designee insofar as permitted by applicable law;

AND, for the consideration aforesaid, I do hereby agree that me and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN WITNESS WHEREOF, WE have hereunto set our hands and affixed our seal as dated below.

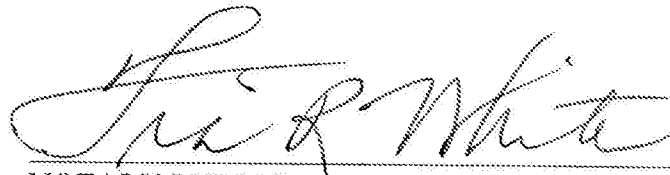
Date: 4/27/16


Jeffrey L. Cleland

STATE OF Maryland

Before me, a Notary Public in and for the State of Maryland, on this 27 day of April, 2016, personally appeared **Jeffrey L. Cleland**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)


NOTARY PUBLIC

TIA R. WHITE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 17, 2019

My Commission Expires: _____

ASSIGNMENT

WHEREAS, I, **John G. Bauman**, of El Sobrante, California, have invented certain new and useful improvements disclosed in a patent application, titled “**COMPOUNDS AND COMPOSITIONS FOR THE TREATMENT OF OCULAR DISORDERS**”, U.S.S.N.

15/273,686, which claims priority to U.S. provisional application no. 62/222,095, which was filed on September 22, 2015, and for which an application for Letters Patent in the United States and other foreign jurisdictions claiming priority to the above-mentioned provisional application will be made.

WHEREAS, **Graybug Vision, Inc.** (“Assignee”), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 275 Shoreline Drive, Suite 450, Redwood City, CA, 94065, is entitled to the ownership of this invention and all applications describing this invention by virtue of contract, and thus has desires to acquire the entire right, title and interest in and to said inventions, improvements and applications and in and to the Letters.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I, **John G. Bauman**, by these presents do sell, assign, and transfer to **Graybug Vision, Inc.** the full, exclusive, and entire right, title, and interest in and to said Application, and in and to all inventions and improvements disclosed and described in said Application, as well as all know-how derived during the development of, and directed to, the inventions and improvements disclosed and described in said Application.

For the same consideration, I, by these presents, do sell, assign, and transfer to **Graybug Vision, Inc.** the full, exclusive, and entire right, title, and interest in and to any U.S. nonprovisional or foreign application or any other applications that correspond to or claim priority to said Application, in whole or in part, and to any Letters Patent and similar protective rights granted on said U.S. applications and foreign applications, and in and to the right to claim any applicable

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priority rights arising from or required for said U.S. applications and foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including to all divisionals, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, all reexaminations, and all reissues or extensions of such continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents; said U.S. applications and foreign applications to be filed and issued in the name of **Graybug Vision, Inc.** or its designee insofar as permitted by applicable law;

AND, for the consideration aforesaid, I do hereby agree that I and my executor(s) and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my seal as dated below.

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Date: 9/22/2016

John G. Bauman
John G. Bauman

STATE OF California

Before me, a Notary Public in and for the State of California, on this ____ day of September, 2016, personally appeared **John G. Bauman**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

**PLS SEE ATTACHED
CA ACKNOWLEDGMENT**

**CERTIFICATE OF ACKNOWLEDGMENT
California All-Purpose Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On September 22, 2016 before me, Linda Heasel, Notary Public,
Date Name of Officer

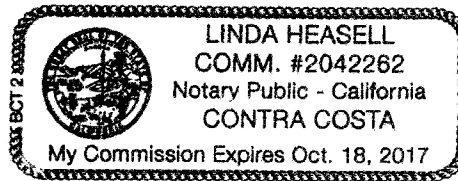
personally appeared John G. Bauman,
Name of Signer(s)

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.

Linda Heasel
Signature of Notary Public



Place Notary Seal Above

Description of Attached Document

Title or Type of Document: Assignment

Document Date: 9-22-2016 Number of Pages: _____

Signers(s) other than named above: _____

ASSIGNMENT

WHEREAS, I, **Nu Hoang**, of Annapolis, MD, have invented certain new and useful improvements disclosed in a non-provisional patent application, titled "**COMPOUNDS AND COMPOSITIONS FOR THE TREATMENT OF OCULAR DISORDERS**", U.S.S.N.

15/273,686, which claims priority to U.S. provisional application no. 62/222,095, which was filed on September 22, 2015, and for which an application for Letters Patent in the United States and other foreign jurisdictions claiming priority to the above-mentioned provisional application will be made.

WHEREAS, **Graybug Vision, Inc.** ("Assignee"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 275 Shoreline Drive, Suite 450, Redwood City, CA, 94065, is entitled to the ownership of this invention and all applications describing this invention by virtue of the employment of the inventor, and thus desires to acquire the entire right, title and interest in and to said inventions, improvements and applications and in and to the Letters.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I, **Nu Hoang**, by these presents do sell, assign, and transfer to **Graybug Vision, Inc.** the full, exclusive, and entire right, title, and interest in and to said Application, and in and to all inventions and improvements disclosed and described in said Application, as well as all know-how derived during the development of, and directed to, the inventions and improvements disclosed and described in said Application.

For the same consideration, I, by these presents, do sell, assign, and transfer to **Graybug Vision, Inc.** the full, exclusive, and entire right, title, and interest in and to any U.S. nonprovisional or foreign application or any other applications that correspond to or claim priority to said Application, in whole or in part, and to any Letters Patent and similar protective rights granted on said U.S. nonprovisional or foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said U.S. nonprovisional or foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including to all

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divisionals, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, all reexaminations, and all reissues or extensions of such continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents; said U.S. nonprovisional or foreign applications to be filed and issued in the name of **Graybug Vision, Inc.** or its designee insofar as permitted by applicable law;


AND, for the consideration aforesaid, I do hereby agree that I and my executor(s) and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my seal as dated below.

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Date: 09/22/2016

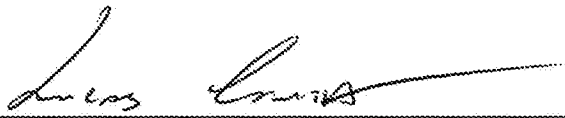


Nu Hoang

STATE OF MARYLAND

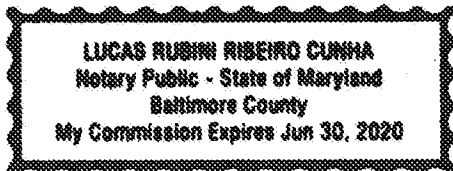
Before me, a Notary Public in and for the State of MD, on this 22nd day of SEPTEMBER, 2016, personally appeared **Nu Hoang**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)



NOTARY PUBLIC

My Commission Expires: 06/30/2020



ASSIGNMENT

WHEREAS, I, **Ming Yang**, of Lutherville-Timonium, MD, have invented certain new and useful improvements disclosed in a non-provisional patent application, titled "**COMPOUNDS AND COMPOSITIONS FOR THE TREATMENT OF OCULAR DISORDERS**", U.S.S.N. 15/273,686, which was filed on September 22, 2016,

which claims priority to U.S. provisional application no. 62/222,095, which was filed on September 22, 2015, and for which an application for Letters Patent in the United States and other foreign jurisdictions claiming priority to the above-mentioned provisional application will be made.

WHEREAS, **Graybug Vision, Inc.** ("Assignee"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 275 Shoreline Drive, Suite 450, Redwood City, CA, 94065, is entitled to the ownership of this invention and all applications describing this invention by virtue of the employment of the inventor, and thus desires to acquire the entire right, title and interest in and to said inventions, improvements and applications and in and to the Letters.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I, **Ming Yang**, by these presents do sell, assign, and transfer to **Graybug Vision, Inc.** the full, exclusive, and entire right, title, and interest in and to said Application, and in and to all inventions and improvements disclosed and described in said Application, as well as all know-how derived during the development of, and directed to, the inventions and improvements disclosed and described in said Application.

For the same consideration, I, by these presents, do sell, assign, and transfer to **Graybug Vision, Inc.** the full, exclusive, and entire right, title, and interest in and to any U.S. nonprovisional or foreign application or any other applications that correspond to or claim priority to said Application, in whole or in part, and to any Letters Patent and similar protective rights granted on said U.S. nonprovisional or foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said U.S. nonprovisional or

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foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including to all divisionals, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, all reexaminations, and all reissues or extensions of such continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents; said U.S. nonprovisional or foreign applications to be filed and issued in the name of **Graybug Vision, Inc.** or its designee insofar as permitted by applicable law;

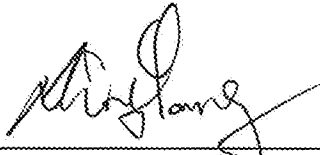
AND, for the consideration aforesaid, I do hereby agree that I and my executor(s) and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed my seal as dated below.

12025-002US1

Date: 09/22/2016




Ming Yang

STATE OF MARYLAND

Before me, a Notary Public in and for the State of MD, on this 22ND day of SEPTEMBER, 2016, personally appeared Ming Yang, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)



NOTARY PUBLIC

My Commission Expires: 06/30/2020

