504229148 02/15/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4275825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JAMES DONALD LOUDIN	12/19/2016
MANFRED FRANKE	02/10/2017
DOUGLAS MICHAEL ACKERMANN	12/19/2016

RECEIVING PARTY DATA

Name:	OCULEVE, INC.
Street Address:	395 OYSTER POINT BOULEVARD
Internal Address:	SUITE 501
City:	SOUTH SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15367030

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

Phone: (650) 843-5962

Email: pellison@cooley.com

Correspondent Name: LISA A. AMII, COOLEY LLP

Address Line 1: ATTN: IP DOCKETING DEPARTMENT

Address Line 2: 1299 PENNSYLVANIA AVENUE NW, SUITE 700

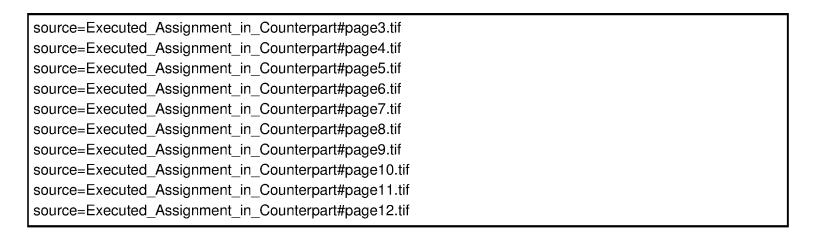
Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: OCLV-021/04US 328562-2130	
NAME OF SUBMITTER:	LISA A. AMII
SIGNATURE:	/Lisa A. Amii/
DATE SIGNED:	02/15/2017

Total Attachments: 12

source=Executed_Assignment_in_Counterpart#page1.tif source=Executed_Assignment_in_Counterpart#page2.tif

PATENT 504229148 REEL: 041262 FRAME: 0251



Client Ref.: 19921-US-OCL

ASSIGNMENT

James Donald LOUDIN, residing at 203 Kilts Drive, Houston, Texas 77024; Manfred FRANKE, residing at 24015 Copper Hill Drive, Unit 7205, Valencia, California 91354; and Douglas Michael ACKERMANN, residing at 341 Crestmont Drive, San Francisco, California 94131, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled INTRANASAL STIMULATION FOR ENHANCED RELEASE OF OCULAR MUCINS AND OTHER TEAR PROTEINS, and which is a:

(1)	provisional application
	(a) □ to be filed herewith; or
	(b) ☐ bearing Application No. **, and filed on **;
(2)	⊠ non-provisional application
	(a) ☐ to be filed herewith; or
	(b) ⊠ bearing Application No. 15/367,030, and filed on December 1, 2016;
	and/or
(3)	☐ PCT application
	(a) □ bearing Application No., and filed on.

WHEREAS, Oculeve, Inc., a corporation of Delaware having its principal place of business at 395 Oyster Point Boulevard, Suite 501, South San Francisco, California 94080, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above:

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 2 of 3

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 3 of 3

representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12 1/0/20	lb	By: James	Dougld Lording
		fames non	iaid loudin
WITNESSED BY:			
DATE:			
NAME:			
Date:	/		
		Manfred F	RANKE
WITNESSED BV-			
WITNESSED BY:			
NAME:			~
Date:		By:	
		Douglas M	ichael ACKERMANN
For and on behalf of AS	SSIGNEE		
Date:	By:		
	Name:		
	Title:		
	Company:	Oculeve, Inc.	
WITNESSED BY:			
NAME:		Yesessessessessessessessessessessessesse	-

Client Ref.: 19921-US-OCL

ASSIGNMENT

James Donald LOUDIN, residing at 203 Kilts Drive, Houston, Texas 77024; Manfred FRANKE, residing at 24015 Copper Hill Drive, Unit 7205, Valencia, California 91354; and Donglas Michael ACKERMANN, residing at 341 Crestmont Drive, San Francisco, California 94131, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled INTRANASAL STIMULATION FOR ENHANCED RELEASE OF OCULAR MUCINS AND OTHER TEAR PROTEINS, and which is a:

(1)	provisional application
	(a) ☐ to be filed herewith; or
	(b) ☐ bearing Application No. **, and filed on **;
(2)	⊠ non-provisional application
	(a) ☐ to be filed herewith; or
	(b) ⊠ bearing Application No. 15/367,030, and filed on December 1, 2016
	and/or
(3)	☐ PCT application
	(a) Dearing Application No., and filed on.

WHEREAS, Oculeve, Inc., a corporation of Delaware having its principal place of business at 395 Oyster Point Boulevard, Suite 501, South San Francisco, California 94080, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;

(G)

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 2 of 3

- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee. for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 3 of 3

representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date:	4	By:
		By: James Donald LOUDIN
WITNESSED BY:		
DATE:		
NAME:		The state of the s
<u></u>		And the second s
. w		
Date: <u>2/10/20</u>	12	By:
	***************************************	Manfred FRANKE
WITNESSED BY:		
	10/2017	
NAME: <u>A</u> &	irami Mural	40/427 x 22 22
Date:		Ву:
		By: Douglas Michael ACKERMANN
		**
For and on behalf of AS	SIGNEE	
to the preside with manager for a sec	the grade programs	
Date:	By:	
	Name:	
	Title:	
	Company:	Oculeve, Inc.
WITNESSED BY:		
to an analysis of		
NAME:		

ASSIGNMENT

James Donald LOUDIN, residing at 203 Kilts Drive, Houston, Texas 77024; Manfred FRANKE, residing at 24015 Copper Hill Drive, Unit 7205, Valencia, California 91354; and Douglas Michael ACKERMANN, residing at 341 Crestmont Drive, San Francisco, California 94131, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled INTRANASAL STIMULATION FOR ENHANCED RELEASE OF OCULAR MUCINS AND OTHER TEAR PROTEINS, and which is a:

(1)	provisional application
	(a) □ to be filed herewith; or
	(b) ☐ bearing Application No. **, and filed on **;
(2)	⊠ non-provisional application
	(a) □ to be filed herewith; or
	(b) ⊠ bearing Application No. 15/367,030, and filed on December 1, 2016;
	and/or
(3)	☐ PCT application
	(a) ☐ bearing Application No., and filed on.

WHEREAS, Oculeve, Inc., a corporation of Delaware having its principal place of business at 395 Oyster Point Boulevard, Suite 501, South San Francisco, California 94080, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 2 of 3

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 3 of 3

representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date:		Ву:		
		* *************************************	onald LOUDIN	
WITNESSED BY:				
DATE:				
NAME:				
Date:		By:		
		Manfred	FRANKE	
WITNESSED BY:	***************************************	***************************************		
DATE:			****	
NAME:				
Date: <u>1911/202016</u>		By:		
		Douglas 3	Michael ACKERMANN	
For and on behalf of ASS	SIGNEE			
Date:	By:			
<u> </u>	Name:	***************************************		
	Title:			
	Company:	Oculeve, Inc	· 6	
WITNESSED BY:				
NAME:				

ASSIGNMENT

James Donald LOUDIN, residing at 203 Kilts Drive, Houston, Texas 77024; Manfred FRANKE, residing at 24015 Copper Hill Drive, Unit 7205, Valencia, California 91354; and Douglas Michael ACKERMANN, residing at 341 Crestmont Drive, San Francisco, California 94131, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled INTRANASAL STIMULATION FOR ENHANCED RELEASE OF OCULAR MUCINS AND OTHER TEAR PROTEINS, and which is a:

(1)	☐ provisional application
	(a) □ to be filed herewith; or
	(b) ☐ bearing Application No. **, and filed on **;
(2)	☐ non-provisional application
	(a) □ to be filed herewith; or
	(b) ⊠ bearing Application No. 15/367,030, and filed on December 1, 2016;
	and/or
(3)	☐ PCT application
	(a) ☐ bearing Application No., and filed on.

WHEREAS, Oculeve, Inc., a corporation of Delaware having its principal place of business at 395 Oyster Point Boulevard, Suite 501, South San Francisco, California 94080, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;

Application No. 15/367,030 Client Ref.: 19921-US-OCL

Page 2 of 3

- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal

Application No. 15/367,030 Client Ref.: 19921-US-OCL

n Rei.: 19921-05-001. Page 3 of 3

representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date:	By;
	James Donald LOUDIN
WITNESSED BY:	
DATE	
NAME:	
Plater	By:
Date:	By: Manfred FRANKE
WITNESSED BY:	
DATE:	
NAME:	
Date:	By:By:
	Douglas Michael ACKERMANN
For and on behalf of AS	SIGNEE
Date: <u>\\\</u> \(\alpha\) \(\alpha\)	alc By: <u>- (2) 2 2 5 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5</u>
<i>t</i> .	Name: Thomas Poche
	Title: Vice President
	Company: Oculeve, Inc.
WITNESSED BY:	

RECORDED: 02/15/2017