504275348 03/16/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

EPAS ID: PAT4322030

CONVEYING PARTY DATA

NATURE OF CONVEYANCE:

Name	Execution Date
GEORGE D. O'CLOCK	02/25/2016

ASSIGNMENT

RECEIVING PARTY DATA

Name:	THE EYE MACHINE, LLC
Street Address:	74-900 HIGHWAY 111, SUITE 127
City:	INDIAN WELLS
State/Country:	CALIFORNIA
Postal Code:	92210

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15460702

CORRESPONDENCE DATA

Fax Number: (816)691-3495

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: 816-842-8600

Email: lora.gurley@stinson.com

Correspondent Name: STINSON LEONARD STREET LLP ATTN: PATENT

Address Line 1: 1201 WALNUT STREET, SUITE 2900 Address Line 4: KANSAS CITY, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER: 3006726.0023

NAME OF SUBMITTER: LORA GURLEY

SIGNATURE: /LORAGURLEY/

DATE SIGNED: 03/16/2017

Total Attachments: 5

source=Assign30067260023#page1.tif source=Assign30067260023#page2.tif source=Assign30067260023#page3.tif source=Assign30067260023#page4.tif source=Assign30067260023#page5.tif

PATENT 504275348 REEL: 041597 FRAME: 0383

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between George D. O'Clock, an individual having an address of 704 Ravencroft Road, Waconia, Minnesota 55387 (the "Assignor") and The Eye Machine, LLC, a Delaware limited liability company having a principal place of business at 74-900 Highway 111, Suite 127, Indian Wells, California 92210 (the "Assignee").

Assignor is the inventor named on United States Non-Provisional Application Serial No. 15/071,912 filed on March 16, 2016 and titled MICROCURRENT DEVICE FOR THE TREATMENT OF VISUAL DISEASE (the "Patent Application"). Assignor is willing to assign all of his rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Insertion of Filing Information

Assignor authorizes Assignee or its legal representative to insert into this Agreement the application serial number and filing date of the Patent Application when known.

2. Assignment

Assignor hereby assigns, transfers, and conveys to Assignee, the Assignor's entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents"):
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights

CORE/3006726.0013/113995342.1

PATENT REEL: 041597 FRAME: 0384

relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." For the sake of clarity, the Assigned Rights do not include rights in (i) any scientific, engineering and design principles that were developed prior to conception of the Invention and are disclosed in the Patents or (ii) any inventions directed to other biomedical devices that are based on such scientific, engineering and design principles.

Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

3. Further Assurances

Upon the reasonable request of Assignee, Assignor will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents. Assignor will cooperate with and assist Assignee with respect to the prosecution of the Patents, including communication to Assignee of any facts known to Assignor relating to the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, reexamination, reissue, opposition, supplemental examination, inter partes review, post grant review, validity, or infringement proceeding, Assignor will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee. Assignor will comply with this Section 3 for no additional consideration from Assignee until December 31, 2018. Thereafter, Assignee shall compensate Assignor for his time and expenses required to comply with this Section 3 pursuant to a mutual agreement between the parties; provided, however, that in the event of a change in control of Assignee, Assignor's obligation to comply with this Section 3 after December 31, 2018 shall be subject to Assignor's consent to comply (which may be withheld for any reason).

4. Representations, Warranties and Covenants

Assignor hereby represents, warrants and covenants to Assignee that:

- (a) To Assignor's knowledge, Assignor has the full right and power to enter into and perform his obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) To Assignor's knowledge, the Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral,

2

- or implied, that could reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

5. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

6. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[signature pages follow]

GEORGE P. O'CLOCK	
By: <u>Beay 200</u>	<u> 24 </u>
Date: 02/25/2016	
	ACKNOWLEDGMENT
STATE OF Minesofa	_)
STATE OF Minacesofa COUNTY OF Carmen	SS
COOM 1 O1	- <i>/</i>
State and County aforesaid, person me to be the person of that name	rung, 2016, before me, a Notary Public in and for the nally appeared George D. O'Clock, to me known and known to ne who signed and sealed the foregoing instrument, and he
acknowledged the same to be his f	ree act and deed.
	Notary Public
(SEAL)	The state of the s
My Commission Expires:	
01:31:16	TIMOTHY JOEL FARROW S
	EXTENSION EXPIRES 01/31/16

THE EYE MACHINE, LLC	
By:	
Printed Name: 4/177(b) E - E L 0/202	
Title: _/4444652	
Date: FEN, 27 216	
	WLEDGMENT
STATE OF	
State and County aforesaid, personally appearance	, 2016, before me, a Notary Public in and for the eared, to me known me who signed and sealed the foregoing instrument, her free act and deed.
	Notary Public
(SEAL)	e and an
My Commission Expires:	
JAN. 9. 2018	JOLINA ANTONIO ADAM COMM #2054573 NOTARY PUBLIC • CALFORMA RIVERSIDE COUNTY

Commission Expires JAN 9, 2018