

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4537417

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|---|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| REMEDEYE INC | 06/05/2017 |
| RECEIVING PARTY DATA | |
| Name: | O.D. OCULAR SOLUTIONS LTD |
| Street Address: | PEKERIS 4 |
| City: | REHOVOT |
| State/Country: | ISRAEL |
| Postal Code: | 7670204 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 15428709 |
| Patent Number: | 9254289 |
| Application Number: | 14483181 |
| 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: | 212-390-8741 |
| Email: | sinai@ipattitude.com |
| Correspondent Name: | IPATTITUDE LTD. |
| Address Line 1: | POB 28 |
| Address Line 4: | TEKOA, ISRAEL 9090800 |
| ATTORNEY DOCKET NUMBER: | ROG/023 |
| NAME OF SUBMITTER: | SKIP YARUS |
| SIGNATURE: | /Skip Yarus/ |
| DATE SIGNED: | 08/06/2017 |
| Total Attachments: 6 | |
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GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

This General Assignment of Intellectual Property (this "**Assignment**") is made and executed as of June 5, 2017 (the "**Effective Date**"), by and between Remedeye, Inc. (the "**Assignor**") and O.D. Ocular Solutions Ltd. ("**Assignee**").

RECITALS

WHEREAS, Remedeye owns certain intellectual property assets which it developed prior to the date hereof as set forth in Exhibit A hereto (the "**Assigned Assets**"); and

WHEREAS, Assignee has agreed to accept and assume from Assignor all right, title and interest in and to all of the Assigned Assets, and Assignor desires to assign the same to Assignee (the "**Assignment**").

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

1. ASSIGNMENT

The Assignor hereby irrevocably and unconditionally assigns, transfers and conveys (and if and when not otherwise assignable herein, agrees and undertakes to assign, transfer and convey in the future), to Assignee, its successors and assigns, and Assignee accepts, any and all of Assignor's right, title and interest of every kind and character throughout the world in and to all commercial, industrial, intellectual and other property and proprietary rights in the Assigned Assets, now and hereafter acquired (collectively, the "**Rights**"), to the full extent of its ownership or interest therein, including, without derogating from the generality of the above:

- 1.1 All patent applications included in Exhibit A, whether in Israel, the United States or any other country or jurisdiction, including, without limitation, any continuations, continuations-in-part, divisions, re-issuances, re-examinations, renewals, revisions, substitutions, improvements extensions and reexaminations thereof and any and all licenses and rights arising or derived therefrom or associated therewith;
- 1.2 All rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" in the Assigned Assets, and to the extent not assignable, then, without derogating from the above, the Assignor hereby forever waives and agrees never to assert any and all rights of paternity or integrity, any right to claim authorship, to object to any distortion, mutilation or other modification of, or other derogatory action, and any similar right;

In the event that pursuant to any applicable law Assignor retains any rights in and to the Rights that cannot be assigned to Assignee, the Assignor hereby unconditionally and irrevocably waives any right, claim or demand with respect thereto (including without limitation for any compensation, royalty or reward, or the enforcement of all such rights). In the event that Assignor retains any rights in and to Rights that cannot be assigned to the Assignee and cannot be waived, the Assignor hereby grants the Assignee an irrevocable, exclusive, perpetual, worldwide, royalty-free license to exploit, use, develop, perform, modify, change, reproduce, publish and distribute, with the right to sublicense through multiple tiers and assign such rights, and all claims and causes of action of any kind with respect to any of the foregoing, in and to the Rights, in any way Assignee sees fit and for any purpose whatsoever.

Assignor shall have no title, rights, claims or interest whatsoever in or with respect to the Rights and specifically waive any right for additional compensation, including to the extent applicable pursuant to Section 134 of the Israeli Patent Law – 1967 or any similar provision.

2. PROTECTION

Without derogating from the above, the Assignor further assigns all Rights, and empowers Assignee, its successors, assigns and nominees, to make applications for patent, trademark, copyright or other intellectual property registration or protection in connection therewith and anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee. The Assignor further irrevocably waives any and all claims and causes of action of any kind with respect to any of the foregoing, and agrees, at the request and expense of the Assignee, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights, if any.

3. FURTHER ASSURANCES

The Assignor further agrees that Assignor will: (i) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (iii) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the Rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Assignment, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

4. WARRANTY; DISCLAIMER

The Assignor represents and warrants that (i) there are no Rights conceived, conducted, designed, developed, reduced to practice, complied, created, written, authored, made and/or produced, in whole or in part, by Assignor (or so caused or enabled by Assignor), alone or jointly with others, relating in any way to any of the Assignor's business activities, including products or research and development, which are not assigned to the Assignee hereunder; (ii) it has all rights necessary to make the assignment herein; (iii) the Rights are free of any liens or encumbrances or third party rights; (iv) this assignment does not conflict with any other agreement or other instrument to which Assignor is bound and does not disclose to Assignee or induces Assignee to use any confidential or proprietary information or material belonging to any of Assignor's previous employers or others; and (v) to the best of Assignor's knowledge, the Rights do not infringe any patent, trademark, or copyright or misappropriate a trade secret. Except as expressly set forth in this Section 4, Assignor makes no warranties with respect to the Rights and hereby disclaims all other warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose.

5. GENERAL

- 5.1 Notices. Any notice required or permitted to be given to a party pursuant to the provisions of this Assignment will be in writing and will be effective and deemed given to such party on the earliest

of the following: (a) the date of personal delivery; (b) the following business day after transmission by facsimile (with confirmation of transmission) or email (except where a notice is received stating that such e-mail has not been successfully delivered); (c) three (3) days after deposit in local mail by registered or certified mail (return receipt requested); or (d) when actually received. Notices hereunder shall be sent to the addresses as either Party may specify in writing.

- 5.2 Waiver. The observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the party against which such waiver is sought. No waiver by a party at any time to act with respect to any breach or default by the other party of, or compliance with, any condition or provision of this Assignment to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- 5.3 Severability. If any provision of this Assignment is held to be unenforceable, this Assignment shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law, and provided, further, that in this Assignment shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded or limited provision.
- 5.4 Governing Law; Settlement of Disputes. This Assignment shall be governed and construed in accordance with the laws of the State of Israel, without regard to conflicts of laws provisions thereof.
- 5.5 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile signatures of a party shall be binding as evidence of such party's agreement hereto and acceptance hereof.

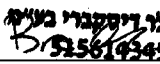
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[Signature Page to General Assignment of Intellectual Property]

IN WITNESS WHEREOF, the parties hereto have executed this General Assignment of Intellectual Property as of the Effective Date.

Assignee

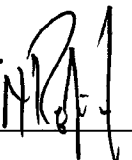
O.D. Ocular Solutions Ltd.

Signature:  51561954510.0

Name: BRACHA OBERMEISTER

Assignor

Remedeye, Inc.

Signature: 

Name: MOSHE ROGOSNITZKY

EXHIBIT A

| Name of country | Application number |
|-----------------|--------------------|
| Australia | 2014229371 |
| Brazil | 11 2015 022084 3 |
| Canada | 2.905.594 |
| Chile | 2627-2015 |
| China | 2014800163026 |
| Eurasia | 201591653 |
| EU | 2014764673 |
| India | 9037/DELNP/2015 |
| Israel | IL 225179 |
| Japan | 2015-562486 |
| Korea | 10-2015-7027571 |
| Malaysia | PI 2015002196 |
| Mexico | MX/a/2015/012716 |
| Singapore | 11201507092Q |
| United States | 9254289 |
| United States | 14/483,181 |

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|---------------|-------------------|
| United States | 15/428,709 |
| PCT | PCT/IB2016/053370 |