

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4608088

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OCUNETICS, INC.	08/30/2017
RECEIVING PARTY DATA		
Name:	O3X OPTIX LLC	
Street Address:	330 WILSHIRE BLVD	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90401	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
PCT Number:	US2012068812	
Application Number:	61568549	
PCT Number:	US2013063554	
Application Number:	61709554	
Application Number:	13709375	
Application Number:	14046488	
Application Number:	15060458	
PCT Number:	US2013025868	
Application Number:	61598208	
Application Number:	13766431	
Application Number:	14967817	
CORRESPONDENCE DATA		
Fax Number:	(317)237-1000	
<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:	3172370300	
Email:	intead@faegrebd.com	
Correspondent Name:	FAEGRE BAKER DANIELS LLP	
Address Line 1:	300 N. MERIDIAN STREET	
Address Line 2:	SUITE 2700	
Address Line 4:	INDIANPOLIS, INDIANA 46204	

PATENT

ATTORNEY DOCKET NUMBER:	O3X-000
NAME OF SUBMITTER:	KAITLIN M. HINKLEY
SIGNATURE:	/kaitlin m. hinkley/
DATE SIGNED:	09/22/2017
Total Attachments: 7 source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page1.tif source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page2.tif source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page3.tif source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page4.tif source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page5.tif source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page6.tif source=O3Optix_RedactedAssignment_2_OcuneticstoO3Optix#page7.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered as of August 30, 2017 (the "Effective Date") by and between O3 Optix LLC ("Buyer"), on the one hand, and, on the other hand, Ocunetics, Inc., a Delaware corporation (the "Assignor").

BACKGROUND

WHEREAS, Assignor desires to sell to Buyer, and Buyer desires to purchase from Assignor, all right, title, and interest in the Assets on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Asset Assignment. Assignor hereby assigns, transfers and conveys to Buyer all of its right, title and interest in and to the Assets. The "Assets" shall mean: (i) the subject matter referred to in Exhibit 1, (ii) all tangible embodiments of the foregoing, including any precursors, portions and work in progress with respect thereto and all tangible inventions, works of authorship, mask works, technology, information, know-how, materials and tools, (iii) all intangible rights in the foregoing, including any copyrights, patent rights, trade secret rights, trademark rights, *sui generis* database rights, moral rights, goodwill and other intellectual property rights, and (iv) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future use or violation or infringement of any of the foregoing.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the Effective Date.

Buyer

O3 Optix LLC

By: 

Name: JAMES DREHER

Title: MANAGER, BOX2 BOX PARTNERS LLC

Address: 330 WILSHIRE BLVD
SANTA MONICA, CA 90401

Assignor

Ocunetics, Inc.

By: _____

Name: _____

Title: _____

Address: _____

IN WITNESS WHEREOF, the following individuals hereby agree as to Section 14 of this Agreement only:

By: _____

Name: Timothy D. Buckley

Address: _____

By: _____

Name: Steve D. Vold, MD

Address: _____

By: _____

Name: Ken Peartree

Address: _____

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the Effective Date.

Buyer

O3 Optix LLC

By: _____

Name: _____

Title: _____

Address: _____

Assignor

Ocunetics, Inc.

By:  _____

Name: Ken Peartree

Title: President

Address: 999 Danville Blvd.
Alamo, CA 94507

IN WITNESS WHEREOF, the following individuals hereby agree as to Section 14 of this Agreement only:

By: _____

Name: Timothy D. Buckley

Address: _____

By: _____

Name: Steve D. Vold, MD

Address: _____

By:  _____

Name: Ken Peartree

Address: 247 Madeline Ln.
Danville, CA 94506

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the Effective Date.

Buyer

O3 Optix LLC

By: _____

Name: _____

Title: _____

Address: _____

Assignor

Ocunetics, Inc.

By: _____

Name: _____

Title: _____

Address: _____

IN WITNESS WHEREOF, the following individuals hereby agree as to Section 14 of this Agreement only:

By:  _____

Name: Timothy D. Buckley

Address: 360 SOUTH AVE.

ALAMO, CA 94507

By: _____

Name: Steve D. Vold, MD

Address: _____

By: _____

Name: Ken Peartree

Address: _____

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the Effective Date.

Buyer

O3 Optix LLC

By: _____

Name: _____

Title: _____

Address: _____

Assignor

Ocunetics, Inc.

By: _____

Name: _____

Title: _____

Address: _____

IN WITNESS WHEREOF, the following individuals hereby agree as to Section 14 of this Agreement only:

By: _____

Name: Timothy D. Buckley

Address: _____

By: 

Name: Steve D. Vold, MD

Address: _____

By: _____

Name: Ken Peartree

Address: _____

EXHIBIT 1

All tangible assets and intangible assets (including software and other technology, patent rights, trademarks, copyrights, trade secrets and other intangible rights) described in this Exhibit 1 below or Schedule A:

- The name and trademark "iClip", along with all associated applications, registrations and goodwill (collectively, the "Mark").
- All existing software and tools and documentation and work in progress, including, without limitation, code, system architecture, component design, limitations/bugs, installation instructions, etc., specified in Schedule A.
- The issued and pending patents and items specified in Schedule A.

Schedule A

Intellectual Property

Patent #	Country	Serial #	Patent Name	Filed
Issued US Patents				
9,039,737	USA	13/434,582	Fasteners, Deployment Systems, And Methods For Ophthalmic Tissue Closure And Fixation Of Ophthalmic Prostheses And Other Uses	3/29/2012
9,387,985	USA	13/709,375	Fasteners, Deployment Systems, And Methods For Ophthalmic Tissue Closure And Fixation Of Ophthalmic Prostheses And Other Uses	12/10/2012
9,241,831	USA	13/766,431	Reduction of Intraocular Pressure in the Eye Using a Tubular Clip	2/13/2013
Pending US Patents:				
14/046,488	USA	14/046,488	Fasteners, Deployment Systems, And Methods For Ophthalmic Tissue Closure And Fixation Of Ophthalmic Prostheses And Other Uses	10/4/2013
14/694,546	USA	14/694,546	FASTENERS, DEPLOYMENT SYSTEMS... (continuation of granted 582 patent with focus on device claims)	4/23/2015
14/967,817	USA	14/967,817	Reduction of Intraocular Pressure in the Eye Using a Tubular Clip	12/4/2015
15/060,458	USA	15/060,458	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	3/3/2016
Issued Foreign Patents:				
JP 6008992	Japan	2014-556812	Reduction of Intraocular Pressure in the Eye Using a Tubular Clip	2/13/2013
ZL201280022585.6	China	201280022585.6	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	3/29/2012
ZL201380015138.2	China	201380015138.2	Reduction of Intraocular Pressure in the Eye Using a Tubular Clip	2/13/2013
Pending Foreign Patents:				
pubn. 3891055	Europe	12783761.9	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	3/29/2012
pubn. 3787998	Europe	12855977.0	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	12/10/2012
	Japan	2014-546178	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	12/10/2012
pubn. CN104507386A	China	201280067360.8	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	12/10/2012
	Europe	13748737.7	Reduction of Intraocular Pressure in the Eye Using a Tubular Clip	2/13/2013
pubn. CN104822347A	China	201380062370.1	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	10/4/2013
pubn. 2903574	Europe	13843814.2	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	10/4/2013
	Japan	2015-535839	Fasteners, Deployment Systems, and Methods for Ophthalmic Tissue Closure	10/4/2013