504576294 10/02/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4623005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BENJAMIN SULLIVAN	05/05/2017
STEVE ZMINA	09/13/2017
MELISSA LEE	05/05/2017
BRANDON WESTERBERG	06/27/2017
MATTHEW DANIEL SOLOMON	05/24/2017
CHRISTIAN POTZNER	05/30/2017
SEBASTIAN GARST	05/26/2017
MATTHEW SPRINGER	05/23/2017
JASON HAYES	05/23/2017
PETER MUNSTER	05/25/2017
EROL CRAIG HARVEY	05/24/2017
MICHAEL WILKINSON	05/23/2017
JOANNA SLOWINSKA	05/24/2017
DEREK LEE	05/24/2017
PETER VAN RUIJVEN	05/24/2017

RECEIVING PARTY DATA

Name:	TEARLAB RESEARCH, INC.
Street Address:	9980 HUENNEKENS STREET
Internal Address:	SUITE 100
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15503823

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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.

504576294 REEL: 043759 FRAME: 0489

Phone: (650) 493-9300

Email: jhuddleston@wsgr.com, patentdocket@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 37847-712.831

NAME OF SUBMITTER: JENNIFFER HUDDLESTON

SIGNATURE: /Jenniffer C. Huddleston/

DATE SIGNED: 10/02/2017

Total Attachments: 12

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Docket Number 37847-712.831

WHEREAS, the undersigned:

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 9980 Huennekens Street,
 Suite 100
 San Diego, California 92121
 USA
- Matthew Daniel SOLOMON

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 Scoresby, Victoria 3179

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- 12. Michael WILKINSON 1 Dalmore Drive Scoresby, Victoria 3179 Australia

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR INTEGRATION OF MICROFLUIDIC TEAR COLLECTION AND LATERAL FLOW ANALYSIS OF ANALYTES OF INTEREST

for which application serial number 15/503,823, a U.S. National Phase of PCT/US2015/051772 filed on September 23, 2015 in the US Receiving Office of the Patent Cooperation Treaty, was filed on February 14, 2017 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

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NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
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Page 1 of 2

RECEIVED AND AGREED TO BY ASSIGNEE:

Peter VAN RUIJVEN

9/28/2017 Pate:

TEARLAB RESEARCH, INC.

--- Docusigned by: Ben Sullivan

Name: Benjamin Sullivan
Title: Chief Scientific Officer

8986408_1.DOC Page 2 of 2

Docket Number 37847-712.831

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Page 1 of 2

PATENT ASSIGNMENT		Docket Number 37847-712.831	
greatest extent po one and the same	ermitted by law. This instrument may be executed	in counterparts, each of which is d	leemed an original, but all of which together const.
IN WI	ITNESS WHEREOF, said Inventor(s) have execute	ed and delivered this instrument to	said Assignee as of the dates written below:
Date:	Benjamin SULLIVAN	9/13/2017 Date:	Steve Emilia
	Benjamin SULLIVAN		Steve ZMIN A Got
Date:	Melissa LEE	Date:	Brandon WESTERBERG
Date:	Matthew Daniel SOLOMON	Date:	Christian POTZNER
Date:	Sebastiaan GARST	Date:	Matthew SPRINGER
Date:	Jason HAYES	Date:	Peter MUNSTER
Date:	Erol Craig HARVEY	Date:	Michael WILKINSON
Date:	Joanna SLOWINSKA	Date:	Derek LEE
Date:	Peter VAN RUIJVEN		

-DocuSigned by:

Name: Benjamin Sullivan
Title: Chief Scientific Officer

8986408_1.DOC Page 2 of 2

9/28/2017

TEARLAB RESEARCH, INC.

Docket Number 37847-712.831

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3. Michelle LEE 9980 Huennekens Street, Suite 100 San Diego, California 92121

Melissa

USA

·DS

10/2/2017

- Sebastiaan GARST

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WA 24.0.0.00000	WHEREOF, said Investor(a) have examined and de	erando essa sistemadado do 20	Assigned as Of the dates written below;	
Detec	Benjamin SULLIVAN	Date:		
	Senjomin SVLLIVAN		States ZSECNA	
کی د				
Daw <u>5/5/17</u>	244 <u>-7</u>	Date	Brandon WESTERREES	
	(ADDITION POLICE)		SISSECON A SEAT FREE TISSES	
Detx	Matthew Canici SCI.COMON	Date:	Christine POTENER	
			marana 2 to MA MA	
N				
Dates	Sebastian GARNY	Shite:	Matthew SPRINGER	
Date:		Date:		
	Jasob HAYES		Peter MCNSTESS	
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	Not Crig HANVNY		Michael WELKENSON	
Date:	Joseph STADWINSKA	Date:	Denis 1.83	
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Ditte:	Pass VAN KUTIVEN			
ESCRIVED AND ACREES IN BY ASSISTED.				
		DocuSigned by:		
9/28/2017 Date:		Ben Sulliva	N	
TEARLAS RESEARCE,	3860	Name: Senjamin Sull	6 Y846	
a con manación a proprior and profit	m s Pro	Title: Chief Scientific	A80888.	

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- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the

PATENT ASSIGNMENT		Docket Number 37847-712-831	
greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.			
IN WITNESS !	VHEREOF, said inventoris) have executed and de	livered this instrument to sai	d Assignce as of the dates written below:
Delet	Senjamin SULLIVAN		Siève ZMINA
Date:		Date 3/1/18 27, 2417	Brandon WESTERB****C
	Melissa LEE		Brandon WESTERBERO
Date:	Matthew Daniel SOLOMON	Date:	Christian POTZNER
Data:	Sebastiaan GARST	Date:	Matthew SPRINGER
Date:	Jason HAYES	Date)	Poter MUNSTER
Date:	Erol Craig HARVEY	Date:	Michael WILKINSON
Dane:	Joanna SLOWINSKA	Dette:	Dersk I.Sti
Date:	Polor VAN RUIIVEN		
RECEIVED AND AGREED TO BY ASSIGNEE:			
		DocuSigned by:	
9/28/2017 Date:		Ben Sulliva	
TEADI AD DESEAU/GI	2820	Name: Benjamin Sul Title: Chief Scientific	

Docket Number 37847-712.831

WHEREAS, the undersigned:

- Benjamin SULLIVAN
 9980 fluennekens Street,
 Suite 100
 San Diego, California 92121
 USA
- Matthew Daniel SOLOMON
 Dalmore Drive
 Scoresby, Victoria 3179
 Australia
- 9. Jason HAYES 1 Dalmore Drive Scoresby, Victoria 3179 Australia
- 13. Joanna SLOWINSKA 1 Dalmore Drive Scoresby, Victoria 3179 Australia

- Steve ZMINA
 9980 Hummekens Street,
 Suite 100
 San Diego, California 92121
 ISA
- Christian POTZNER
 Dalmore Drive
 Scoresby, Victoria 3179
 Australia
- 10. Peter MUNSTER 1 Daimore Drive Scoresby, Victoria 3179 Australia
- 14. Derek LBE 1 Dalmore Drive Scoreaby, Victoria 3179 Australia

- Michelle LEB
 9980 Huennekens Street,
 Suite 100
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 100
- Sebastiaan GARST
 Dalmore Drive
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 Australia
- Brol Craig HARVEY
 Dalmore Drive
 Scoresby, Victoria 3179
 Australia
- Peter VAN RUIIVEN
 Dalmore Drive
 Scoresby, Victoria 3179
 Australia

- Brandon WESTERBERG
 9980 Huennokens Street,
 Suite 100
 San Diego, California 92121
 The California 92121
 The California 92121
- 8. Matthew SPRINGER
 1 Dalmore Drive
 Scoresby, Victoria 3179
 Australia
- 12. Michael WILKINSON 1 Dalmore Drive Scoresby, Victoria 3179 Australia

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR INTEGRATION OF MICROFLUIDIC TEAR COLLECTION AND LATERAL FLOW ANALYSIS OF ANALYSIS OF INTEREST

[Z] for which application serial number 15/503,823, a U.S. National Phase of PCT/US2015/051772 filed on September 23, 2015 in the US Receiving Office of the Patent Cooperation Treaty, was filed on <u>February 14, 2017</u> in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, TearLab Research, List., a corporation of the State of Delaware, having a place of business at 9980 Huennekens Street, Suite 100, San Dicko, California, 22121, (heroinafter "Assignee"), is desirons of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or etherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing from any of the foregoing; (e) in and to each and every release, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said inventor(s) bereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Fatent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Pstent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or uncutionceable, the other provisions shall remain effective and enforceable to the

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PATENT ASSIGNMENT		Docket Number 37847-712.831	
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in witness i	WHEREOF, said inventor(s) have executed and de	livered this instrument to sa	iid Assignee as of the dates written below:
Date:	Benjamin SULLIVAN	Date:	Steve ZMINA
Pate:	Melissa LEE	Date:	Brandon WESTERBERG
Date: <u>24 No.</u> 207	Matthew Dassel SOLOMON	Date: <u>May 2</u> 17	Christian BOTZNER
Date: 26 MA/2017	Schastinak FARST	Date:	Matthew SPRINGER
Date: <u>23 May 2</u> 67	Jason HA HS J	Date: (5) (47, 2007)	Peter MUNSTER
Date: <u>24 MAY 2</u> 017	Erol Craig HARVEY	Date. 23/5/17 .	Michael WILKINSON
Date: 281888 2017	JOSOBA SLOWINSKA	Date: 2411/14/2017	Derek LEE
Date: 24M25/2013	Feter VAN REUVEN		
received and agreed to by assignee:			
9/28/2017 Date TEARLAB RESEARCH,	INC.	By: Ben Sulliw By: AEE080201344E Name: Benjamin Sul Title: Chief Scientifi	Mivan

Docket Number 37847-712.831

WHEREAS, the undersigned:

- Benjamin SULLIVAN
 9980 Huennekens Street,
 Suite 100
 San Diego, California 92121
 1504
- San Diego, California 92121 USA

 5. Matthew Daniel SOLOMON 1 Dalmore Drive

Scoresby, Victoria 3179

9. Jason HAYES 1 Dalmore Drive Scoresby, Victoria 3179 Australia

Australia

13. Joanna SLOWINSKA 1 Dalmore Drive Scoresby, Victoria 3179 Australia

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- 14. Derek LEB 1 Dalmore Drive Scoresby, Victoria 3179 Australia

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- Sebastiaan GARST
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 Scoresby, Victoria 3179
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- 11. Erol Craig HARVEY
 1 Dalmore Drive
 Scoresby, Victoria 3179
 Australia
- 15. Peter VAN RUIJVBN 1 Dalmore Drive Scoresby, Victoria 3179 Australia

- Brandon WESTERBERG 9980 Ruennekens Street, Suite 100 San Diego, California 92121 LISA
- Matthew SPRINGER
 Dalmore Drive
 Scoresby, Victoria 3179
 Australia
- 12. Michael WILKINSON 1 Dalmore Drive Scoresby, Victoria 3179 Australia

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR INTEGRATION OF MICROFLUIDIC TEAR COLLECTION AND LATERAL FLOW ANALYSIS OF ANALYTES OF INTEREST

[2] for which application serial number 15/503,823, a U.S. National Phase of PCT/US2015/051772 filed on September 23, 2015 in the US Receiving Office of the Patent Cooperation Treaty, was filed on February 14, 2017 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, TearLab Research, Inc., a corporation of the State of Delaware, having a place of business at 9980 Huennekens Street, Suite 100, San Diego, California 92121, (hereinafter "Assignce"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby self, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reasonable or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infiningement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and presecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inner to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said inventor(s), their respective beits, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
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Page 1 of 2

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Date:	Benjamin SULLIVAN	Date:	Steve ZMINA
Date:	Melissa LEE	Date:	Brandon WESTERBERG
Date:	Matthew Daniel SOLOMON	Date:	Christian POTZNER
Date:	Sebastivan GARST	Date: 23/5/19	Matthew SPRINGER
Date:	Jason HAYES	Date:	Peter MUNSTER
Date:	Erol Craig HARVEY	Date;	Michael WILKINSON
Date:	Joanna SLOWINSKA	Date:	Derek LEE
Date:	Peter VAN RUIJVEN		
RECEIVED AND AGREED TO BY ASSIGNEE;			
9/28/2017 Date:		By: But Suliva By: AEE08888261344E. Name: Benjamin Sull	
TEARLAB RESEARCH,	INC.	Title: Chief Scientific	

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RECORDED: 10/02/2017

Page 2 of 2