

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5077818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHRISTOPHER WERLEY	06/29/2015
STEVEN WASSERMAN	06/29/2015
ADAM COHEN	06/12/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Q-STATE BIOSCIENCES, INC.
<b>Street Address:</b>	179 SIDNEY STREET
<b>City:</b>	CAMBRIDGE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139-4238
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15574650
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)856-8201
<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>	
<b>Phone:</b>	(617) 856-8200
<b>Email:</b>	ip@brownrudnick.com
<b>Correspondent Name:</b>	BROWN RUDNICK LLP
<b>Address Line 1:</b>	ONE FINANCIAL CENTER
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111
<b>ATTORNEY DOCKET NUMBER:</b>	QSTA-013/01US 31520/83
<b>NAME OF SUBMITTER:</b>	THOMAS C. MEYERS
<b>SIGNATURE:</b>	/Thomas C. Meyers/
<b>DATE SIGNED:</b>	08/01/2018
<b>Total Attachments: 5</b>	
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**ASSIGNMENT**

**WHEREAS** we, the below named inventors:

**Christopher A. Werley, Steven Wasserman, and Adam E. Cohen**

hereinafter referred to as "Assignor(s)" have made an invention(s) set forth in an applications for patent of the United States, entitled:

**OPTOGENETICS MICROSCOPE**

for which we filed a U.S. Provisional Patent Application on **May 21, 2015**, which bears U.S. Patent Application Serial No. **62/164,905**; and

**WHEREAS, Q-State Biosciences, Inc.**, whose post office address is 179 Sidney St, Cambridge MA 02139-4238 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of the United States or other countries on the Inventions; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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 if the Assignor has already done so via a prior agreement with 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 for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (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 the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); 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) 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.

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 applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal 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: 6/29/2015

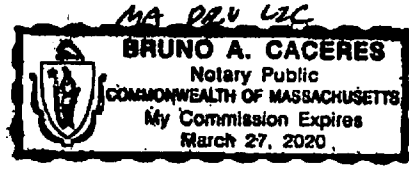
By: *Chris Werley*  
Christopher A. Werley

State of MASSACHUSETTS )  
County of MIDDLESEX ) ss.

On JUNE 29, 2015, before me, BRUNO CACERES, Notary Public, personally appeared Christopher A. Werley, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Bruno Caceres*  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: MARCH 27, 2020

Date: 6/29/2015

By: Steven Wasserman  
Steven Wasserman

State of MASSACHUSETTS )

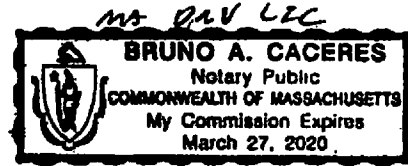
County of MIDDLESEX )

ss.

On JUNE 29, 2015, before me, BRUNO CACERES, Notary Public, personally appeared Steven Wasserman, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: MARCH 27, 2020

Date: 6/12/15

By: Adam Cohen  
Adam Cohen

State of Massachusetts )  
County of Middlesex )

ss.

On 6/12/15, before me, John L. RANDAZZO, Notary Public, personally appeared **Adam Cohen**, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

John L. Randazzo  
Signature of Notary Public

Place Notary Seal Above

My Commission Expires: JOHN L. RANDAZZO  
**NOTARY PUBLIC**  
My commission expires Apr. 7, 2017

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