

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5243841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OCULARIS PHARMA, INC.	01/08/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OCULARIS PHARMA, LLC	
<b>Street Address:</b>	2436 SOUTH 6TH AVENUE	
<b>City:</b>	NORTH RIVERSIDE	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60546-1242	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6291498	
<b>Patent Number:</b>	6730065	
<b>Patent Number:</b>	6420407	
<b>Patent Number:</b>	6515006	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)426-6567	
<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>	617-728-7100	
<b>Email:</b>	BOSPatents@dechert.com, Christian.Stevenson@dechert.com	
<b>Correspondent Name:</b>	DECHERT LLP	
<b>Address Line 1:</b>	ONE INTERNATIONAL PLACE, 40TH FLOOR	
<b>Address Line 2:</b>	100 OLIVER STREET	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110-2605	
<b>ATTORNEY DOCKET NUMBER:</b>	399256-OPI (160811)	
<b>NAME OF SUBMITTER:</b>	CHRISTIAN P. STEVENSON, PH.D.	
<b>SIGNATURE:</b>	/Christian P. Stevenson/	
<b>DATE SIGNED:</b>	11/19/2018	
<b>Total Attachments: 6</b>		
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## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of January 8, 2010, by and between Ocularis Pharma, Inc., an Illinois corporation ("S-Corp"), and Ocularis Pharma, LLC, a Delaware limited liability company ("LLC").

### RECITALS

WHEREAS, S-Corp is the owner of all right, title and interest in and to the assets described on Schedule A hereto (the "Transferred Assets"); and

WHEREAS, S-Corp desires to transfer the Transferred Assets to LLC and LLC desires to acquire the Transferred Assets from S-Corp in exchange for the assumption of certain associated liabilities and the issuance of membership interests of LLC to S-Corp, all pursuant to this Agreement as hereinafter provided.

### AGREEMENT

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

1. **Definitions.** For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

1.1 "Assumed Liabilities" shall mean all liabilities, commitments and obligations relating to the Transferred Assets, whether known or unknown, and whether arising before or after the date hereof, but excluding the Excluded Liabilities.

1.2 "Excluded Liabilities" shall mean those liabilities listed on Schedule B hereto.

1.3 "Governmental Authority" shall mean any and all foreign, federal, state or local governments, governmental institutions, public authorities and governmental entities of any nature whatsoever, and any subdivisions or instrumentalities thereof, including, but not limited to, departments, boards, bureaus, commissions, agencies, courts, administrations and panels, and any divisions or instrumentalities thereof, whether permanent or ad hoc, now existing.

1.4 "Governmental Requirement" shall mean any and all laws (including, but not limited to, applicable common law principles), statutes, ordinances, codes, rules, regulations, interpretations, guidelines, directions, orders, judgments, writs, injunctions, decrees, decisions or similar items or pronouncements, promulgated, issued, passed or set forth by any Governmental Authority applicable to a Person or its assets.

1.5 "Liens" shall mean all liens, claims, security interests, encumbrances, pledges, conditional sales agreements, charges, easements, mortgages, covenants, assessments, options, restrictions and encumbrances of any nature whatsoever or obligations of a similar nature.

1.6 "Person" shall mean any natural person, any Governmental Authority and any entity the separate existence of which is recognized by any Governmental Authority or Governmental Requirement, including, but not limited to, corporations, limited liability companies, partnerships, joint ventures, joint stock companies, trusts, estates, companies and associations, whether organized for profit or otherwise.

2. **Contribution of Assets; Contribution Date.**

2.1 **Contribution.** S-Corp hereby assigns, transfers and delivers to LLC all right, title and interest in and to the Transferred Assets, and LLC hereby assumes and agrees to discharge all of the Assumed Liabilities. LLC hereby takes delivery of the Transferred Assets from S-Corp as a capital contribution from S-Corp and in consideration therefor shall issue to S-Corp the Contribution Consideration (as hereinafter defined) set forth in Section 3 below.

2.2 **Delivery of Assets.** On the Contribution Date (hereinafter defined in Section 2.3), S-Corp and LLC shall have taken all steps necessary to put LLC in possession of the Transferred Assets, and have delivered to LLC such other duly executed transfer and release documents which LLC has reasonably requested to evidence the transfer of the Transferred Assets to LLC. Effective on the Contribution Date, S-Corp hereby assigns and transfers to LLC all accounts receivable, permits, patents, trademarks, trade names and similar intangible property included in the Transferred Assets.

2.3 **Contribution; Contribution Date.** Subject to the terms and conditions herein contained, the consummation of the transactions referred to above (the "Contribution") shall take place in the offices of Goodwin Procter LLP, Boston, Massachusetts, at 9:00 a.m. (local time) on the date hereof, or such other date as the parties may mutually determine (the "Contribution Date").

3. **Contribution Consideration.**

3.1 **Contribution Consideration.** The aggregate consideration for the Transferred Assets contributed to LLC by S-Corp shall be the issuance to S-Corp of 23,714,324 Units of LLC (the "Contribution Consideration").

3.2 **Assumed Liabilities.** Effective as of the Contribution Date, LLC hereby assumes from S-Corp each of the Assumed Liabilities and no other liabilities.

4. **Representations and Warranties of S-Corp.** S-Corp hereby represents and warrants to LLC as follows:

4.1 **Organization.** S-Corp is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly authorized, qualified and licensed under all applicable Governmental Requirements to carry on its respective business in the places and in the manner as now conducted.

4.2 **Transferred Assets.** S-Corp has good and marketable title to the Transferred Assets and, upon transfer of the Transferred Assets to LLC, LLC will have good and marketable title to the Transferred Assets, free and clear of all Liens.

**4.3 Authorization.** S-Corp has full legal right, power and authority to enter into and deliver this Agreement and to consummate the transactions set forth herein and to perform all the terms and conditions hereto to be performed by it. The execution and delivery of this Agreement by S-Corp and the performance by it of the transactions contemplated herein have been duly and validly authorized by all requisite corporate action of S-Corp, and this Agreement has been duly and validly executed and delivered by S-Corp and is the legal, valid and binding obligation of S-Corp, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, moratorium, insolvency or other similar laws affecting generally the rights of creditors or by principles of equity.

**5. Representations and Warranties of LLC.** LLC hereby represents and warrants to S-Corp as follows:

**5.1 Organization.** LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly authorized, qualified and licensed under all applicable Governmental Requirements to carry on its respective business in the places and in the manner as now conducted.

**5.2 Authorization.** LLC has full legal right, power and authority to enter into and deliver this Agreement and to consummate the transactions set forth herein and to perform all the terms and conditions hereto to be performed by it. The execution and delivery of this Agreement by LLC and the performance by it of the transactions contemplated herein have been duly and validly authorized by all requisite action of LLC, and this Agreement has been duly and validly executed and delivered by LLC and is the legal, valid and binding obligation of LLC, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, moratorium, insolvency or other similar laws affecting generally the rights of creditors or by principles of equity.

**6. Further Actions.** From time to time, at the request of any party hereto, the other parties hereto shall execute and deliver such instruments and take such action as may be reasonably requested to evidence the transactions contemplated hereby.

**7. General Provisions.**

**7.1 Governing Law; Interpretation; Section Headings.** This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict-of-laws principles. The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

**7.2 Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings related to the subject matter hereof.

**7.3 Binding Effect; Assignment.** All the terms, provisions, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, representatives, successors

and assigns. This Agreement and the rights and obligations of the parties hereto shall not be assigned or delegated by any party hereto without the prior written consent of the other party hereto.

**7.4 Amendment; Waiver.** This Agreement may be amended, modified, superseded or canceled, and any of the terms, provisions, representations, warranties, covenants or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance.

**7.5 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**S-CORP:**

OCULARIS PHARMA, INC.

By: 

Name: Alan R. Mayor

Title: CEO

**LLC:**

OCULARIS PHARMA, LLC

By: 

Name: Alan R. Mayor

Title: CEO

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]

Schedule A

**Transferred Assets**

(All terms used herein that are defined in the Agreement to which this Schedule is attached have the same meaning herein as set forth in such Agreement.)

The Transferred Assets shall consist of all of the assets of the Company.

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