

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6020538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES L. EUTENEUER	04/30/2008
RECEIVING PARTY DATA	
Name:	IVANTIS, INC.
Street Address:	201 TECHNOLOGY DRIVE
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16552211
CORRESPONDENCE DATA	
Fax Number:	(650)212-7562
<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:	650.212.1700
Email:	info@shayglenn.com, sue@shayglenn.com
Correspondent Name:	JUSTIN P. THOMAS
Address Line 1:	SHAY GLENN LLP
Address Line 2:	2929 CAMPUS DRIVE, SUITE 225
Address Line 4:	SAN MATEO, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	10502-700.307(2)
NAME OF SUBMITTER:	JUSTIN P. THOMAS, REG. 63301
SIGNATURE:	/Justin P. Thomas/
DATE SIGNED:	03/18/2020
Total Attachments: 8	
source=10502-700-307-Assignment-Euteneuer#page1.tif	
source=10502-700-307-Assignment-Euteneuer#page2.tif	
source=10502-700-307-Assignment-Euteneuer#page3.tif	
source=10502-700-307-Assignment-Euteneuer#page4.tif	
source=10502-700-307-Assignment-Euteneuer#page5.tif	

source=10502-700-307-Assignment-Euteneuer#page6.tif

source=10502-700-307-Assignment-Euteneuer#page7.tif

source=10502-700-307-Assignment-Euteneuer#page8.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies): (1) Charles L. EUTENEUER (04.30.2008) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: IVANTIS, INC. 201 Technology Drive Irvine, CA 92618
--	--

3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other	Name and address of receiving party(ies): Name: Street Address: City: State: Zip: Country: Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – 16/552,211 Title: METHOD OF IMPLANTING AN OCULAR IMPLANT	B. Patent No.(s)
--	------------------

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Justin P. Thomas Shay Glenn LLP 2929 Campus Drive, Suite 225 San Mateo, CA 94403	6. Total number of applications and patents involved: <u> 1 </u>
	7. Total fee (37 CFR 3.41): -0-

DO NOT USE THIS SPACE

8. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Justin P. Thomas, # 63,301 /Justin P. Thomas/ March 18, 2020 Name of Person Signing Signature Date
--

Total number of pages including cover sheet, attachments, and documents: 8

IVANTIS, INC.
13766 Alton Parkway, Suite 150
Irvine, CA 92618

May 1, 2008

Charles L. Euteneuer
1971 Lander Avenue NE
St. Michael, M 55376

Re: Consulting Agreement

Dear Charles:

This letter agreement (this "**Agreement**") sets forth below the terms upon which Ivantis, Inc., a Delaware corporation (the "**Company**") wishes to engage you (the "**Consultant**" or "**you**") as an independent contractor to perform certain services for the Company. During the Period of Consultancy (as defined below), you will have the title of Consultant.

1. **Services.** From time to time during the Period of Consultancy (as defined below), the Company may request that you perform certain services for the Company associated with the Company's business of glaucoma treatment using devices, separate, or combined with additional therapeutic means, including, but not limited to, product design and development, strategy related to the Company's glaucoma treatment products, and other services related thereto, as reasonably requested by the Company, and that you be reasonably available to advise the Company with respect to product design and development and strategy related to the Company's glaucoma treatment products (the "**Services**"). In performing the Services you would report to me. Your engagement under this Agreement is part-time during the Period of Consultancy, which means you will not be expected to work any minimum hours, but will be reasonably available on as-needed basis, recognizing that Consultant is a full-time employee of Denali Medical, Inc. The "**Period of Consultancy**" will commence on the date of acceptance by the Consultant of this Agreement as indicated below (the "**Effective Date**") and will continue until terminated pursuant to Section 6 below (the "**Term**").

[R E D A C T E D]

3. **Relationship of Parties.** The Consultant agrees, acknowledges and represents that the Consultant is an independent contractor and is not an agent or employee of, and has no authority to bind, the Company by contract or otherwise. The Consultant will perform the Services under the general direction of the Company, but the Consultant will determine, in the Consultant's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that the Consultant shall at all times comply with applicable law. The Company will have no right to or authorization to control the means by or manner in which the Services are accomplished. The Consultant will report as income all compensation received by the Consultant pursuant to this Agreement. The

Consultant will indemnify the Company and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on the Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by the Consultant pursuant to this Agreement. Consultant will not be entitled to receive any vacation, or illness payments, or to participate in any plans, arrangements or distributions or payments by the Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits provided to employees of the Company.

4. **Property of Company.**

(a) **Definition of Innovations.** The Consultant agrees to disclose in writing to the Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing the Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection ("***Innovations***").

(b) **Ownership of Innovations.** The Consultant and the Company agree that, to the fullest extent legally possible, all Innovations will be works made for hire owned exclusively by the Company. The Consultant agrees that, regardless of whether the Innovations are legally works made for hire, all Innovations will be the sole and exclusive property of the Company. The Consultant hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, all right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, "***Intellectual Property Rights***"). At the Company's request and expense, during and after the term of this Agreement, the Consultant will assist and cooperate with the Company in all respects, and will execute documents, and will take such further acts reasonably requested by the Company to enable the Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights (as defined herein) and other legal protections for the Innovations. Consultant hereby appoints the officers of the Company as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

(c) **Moral Rights.** The Consultant also hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that the Consultant or its employees may have in or with respect to any Innovation, during and after the term of this Agreement. "***Moral Rights***" mean any rights to claim authorship of any Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right" related to any Innovation.

(d) **Related Rights.** To the extent that the Consultant owns or controls (presently or in the future) any patent rights, copyright rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to the Company under this Agreement (collectively, "***Related Rights***"), the Consultant hereby grants or will cause to be granted to the Company a non-exclusive, royalty-free, irrevocable, worldwide license to make, have made, use, offer to sell, sell,

import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Company to exercise all of the rights assigned to the Company under this Agreement.

5. **Confidential Information.** The Consultant acknowledges that the Consultant will acquire information and materials from the Company and knowledge about the business, financial condition, products, programming techniques, experimental work, customers and suppliers of the Company and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Innovations, are and will be the trade secrets and confidential and proprietary information of the Company (collectively, the "***Confidential Information***"). Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of the Consultant or that the Company regularly gives to third parties without restriction on use or disclosure. The Consultant agrees (a) to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, (b) if applicable, to disclose it only to the Consultant's employees with a bona fide need to know and who have executed a written agreement that includes use and nondisclosure restrictions use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth herein, and (c) not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. The Consultant further agrees to take all action reasonably necessary to protect the confidentiality of the Confidential Information.

6. **Termination and Expiration.**

[REDACTED]

(e) **Survival.** The provisions of Sections 4, 5, 6(c), 6(d), 6(e), 7 and 8 will survive the expiration or termination of this Agreement.

[REDACTED]

[REDACTED]

8. General Terms.

[REDACTED]

(b) No Assignment. The Consultant may not assign the Consultant's rights or delegate the Consultant's obligations under this Agreement either in whole or in part without the prior written consent of the Company. Any attempted assignment or delegation without such consent will be void.

[REDACTED]

(e) Entire Agreement. This Agreement constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

Charles L. Euteneuer
May 1, 2008
Page 5

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

5/1

9. **Acceptance.** Please indicate your acceptance of the terms of this Agreement by signing this letter where indicated below and returning a signed copy to me at the Company. Please do not hesitate to contact me if you have any questions.

Very truly yours,

IVANTIS, INC.



David Van Meter, Chief Executive Officer

Agreed and accepted:

By: _____

Name: Charles L. Euteneuer

Date: _____

6/7

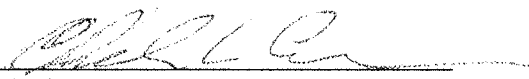
9. **Acceptance.** Please indicate your acceptance of the terms of this Agreement by signing this letter where indicated below and returning a signed copy to me at the Company. Please do not hesitate to contact me if you have any questions.

Very truly yours,

IVANTIS, INC.

David Van Meter, Chief Executive Officer

Agreed and accepted:

By: 
Name: Charles L. Euteneuer
Date: APR. 30, 2008

7/7