

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6122961

|                                                                                                                                                                                                 |                                         |  |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                          |  |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | MERGER                                  |  |                       |
| <b>EFFECTIVE DATE:</b>                                                                                                                                                                          | 12/30/2020                              |  |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                         |  |                       |
| <b>Name</b>                                                                                                                                                                                     |                                         |  | <b>Execution Date</b> |
| AMO WAVEFRONT SCIENCES, LLC                                                                                                                                                                     |                                         |  | 12/17/2019            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                         |  |                       |
| <b>Name:</b>                                                                                                                                                                                    | AMO DEVELOPMENT, LLC                    |  |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 1700 E. ST. ANDREW PLACE                |  |                       |
| <b>City:</b>                                                                                                                                                                                    | SANTA ANA                               |  |                       |
| <b>State/Country:</b>                                                                                                                                                                           | CALIFORNIA                              |  |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 92705                                   |  |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                         |  |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                           |  |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 16114081                                |  |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                         |  |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | (732)524-2808                           |  |                       |
| <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>                                                                                                                                                                                   | 714-247-8877                            |  |                       |
| <b>Email:</b>                                                                                                                                                                                   | JNJUSPATENT@CORUS.JNJ.com               |  |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | SANJESH P. SHARMA                       |  |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | JOHNSON & JOHNSON SURGICAL VISION, INC. |  |                       |
| <b>Address Line 2:</b>                                                                                                                                                                          | 1700 E. ST. ANDREW PLACE                |  |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | SANTA ANA, CALIFORNIA 92705             |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | JSV6481USCNT3                           |  |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | SANJESH P. SHARMA                       |  |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Sanjesh P. Sharma/                     |  |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 05/26/2020                              |  |                       |
| <b>Total Attachments: 7</b>                                                                                                                                                                     |                                         |  |                       |
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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMO WAVERFRONT SCIENCES, LLC", A NEW MEXICO LIMITED LIABILITY COMPANY,

WITH AND INTO "AMO DEVELOPMENT, LLC" UNDER THE NAME OF "AMO DEVELOPMENT, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2019, AT 10:23 O`CLOCK A.M.



2763596 8100M  
SR# 20198908165

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204318629  
Date: 12-30-19

**PATENT**  
**REEL: 052754 FRAME: 0310**

STATE OF DELAWARE  
CERTIFICATE OF MERGER  
OF  
AMO WAVEFRONT SCIENCES, LLC  
INTO  
AMO DEVELOPMENT, LLC

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

FIRST: The name of the surviving Limited Liability Company is: AMO Development, LLC, a Delaware Limited Liability Company.

SECOND: The name of the Limited Liability Company being merged into this surviving Limited Liability Company is: AMO WaveFront Sciences, LLC. The jurisdiction in which this Limited Liability Company was formed is New Mexico.

THIRD: The Agreement and Plan of Merger has been approved, executed and acknowledged by both limited liability companies.

FOURTH: The name of the surviving limited liability company is: AMO Development, LLC.

FIFTH: The executed agreement and plan of merger is on file at 1700 E. St. Andrew Place, Santa Ana, California 92705, the principal place of business of the surviving limited liability company.

SIXTH: The merger is to become effective upon filing with the Secretary of State of Delaware.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, this 18 day of December 2019.

(signature page follows)

AMO Development, LLC

A handwritten signature in dark ink, appearing to read 'Tina Snyder French', is written over a horizontal line.

Tina Snyder French, Assistant Secretary

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 17, 2019, is entered into pursuant to Section 53-19-62 of the New Mexico Statutes and Title 6, Section 18-209 of the Delaware Limited Liability Company Act and is between AMO WaveFront Sciences, LLC ("AMO WaveFront"), a New Mexico limited liability company and AMO Development, LLC (AMO Development), a Delaware limited liability company and the surviving company whose principal place of business is located at 1700 E. St. Andrew Place, Santa Ana, California 92705.

WHEREAS, AMO WaveFront desires to merge with and into AMO Development and AMO Development desires to merge with and into itself, AMO WaveFront.

WHEREAS, the parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound, AMO WaveFront and the Surviving Company hereby agree as follows

Section 1. The Merger. At the Effective Time (as defined herein), and subject to and upon the terms and conditions of this Agreement and applicable law, AMO WaveFront shall be merged with and into the Surviving Company, the separate legal existence of AMO WaveFront shall cease, and the Surviving Company shall continue as the surviving company.

Section 2. Effective Time. Unless the Agreement shall have been terminated, the parties hereto shall cause the Merger to be consummated by filing a certificate of merger as contemplated by the laws of each party's respective jurisdiction of organization (the "Certificates of Merger"), with the Secretary of State of Delaware and the New Mexico Secretary of State, as appropriate, in such forms as required by, and executed in accordance with the relevant provisions of applicable law.

Section 3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificates of Merger, and the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers, and franchises of AMO WaveFront shall vest in the Surviving Company, and all debts, liabilities, and duties of AMO WaveFront shall become the debts, liabilities and duties of the Surviving Company.

Section 4. Effect on Securities, Etc. At the Effective Time, by the Merger and without any action on the part of the Surviving Entity and AMO WaveFront, the membership interests of AMO WaveFront issued and outstanding immediately

prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

Section 5. Certificate of Formation and Operating Agreement

- (a) At the Effective Time, the Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Company until thereafter amended as provided by the law and such Certificate of Formation of the Surviving Company.
- (b) At the Effective Time, the Operating Agreement of the Company, in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Company.

Section 6. Officers. The officers of the Surviving Company immediately prior to the Effective Time shall be the initial officers of the Surviving Company until their respective successors are duly appointed and qualified.

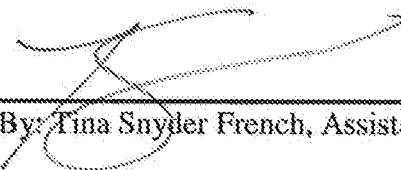
Section 7. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

Section 8. Taking of Necessary Action; Further Action. Each of the Surviving Company and AMO WaveFront will take all such reasonable and lawful actions as may be necessary or appropriate to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purpose of this Agreement and to vest the Surviving Company with full rights, title and possession to all assets and property rights, privileges, powers, and franchises of AMO WaveFront, the officers of the Surviving Company and WaveFront immediately prior to the Effective Time are fully authorized in the name of their respective companies to take, and will take, all such lawful and necessary action.

Section 9. Termination of Merger. At any time after filing of the Certificates of Merger with the Secretary of State of Delaware and New Mexico Secretary of State, but prior to the Effective Time, the Surviving Company and AMO WaveFront may terminate this Agreement by agreement and the filing of a certificate of termination in accordance with the laws of their respective jurisdictions.

[signature page follows]

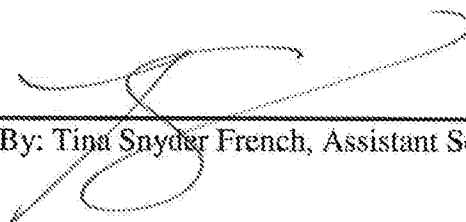
AMO WaveFront Sciences, LLC



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By: Tina Snyder French, Assistant Secretary

AMO Development, LLC



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By: Tina Snyder French, Assistant Secretary