

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6177437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BREAKTHROUGH CHEMISTRY ADVISORS, LLC	03/30/2014
RECEIVING PARTY DATA	
Name:	KALA PHARMACEUTICALS, INC.
Street Address:	490 ARSENAL WAY
City:	WATERTOWN
State/Country:	MASSACHUSETTS
Postal Code:	02472
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16915508
CORRESPONDENCE DATA	
Fax Number:	(949)253-0902
<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>	
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Email:	courtney.lines@klgates.com
Correspondent Name:	K&L GATES LLP
Address Line 1:	1 PARK PLAZA
Address Line 2:	TWELFTH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	1959057.00438
NAME OF SUBMITTER:	COURTNEY LINES
SIGNATURE:	/Courtney Lines/
DATE SIGNED:	06/29/2020
Total Attachments: 2	
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source=Assignment - Breakthrough to Kala#page2.tif	

ASSIGNMENT

THIS ASSIGNMENT, by Breakthrough Chemistry Advisors, LLC, a corporation duly organized under and pursuant to the laws of the USA and having a principal place of business at 266 Arrow Head Road, Marshfield, Massachusetts 02050, USA, hereinafter referred to as "the Assignor"), respectively, witnesseth:

WHEREAS, the Assignor has the entire right, title and interest in and to certain new and useful improvements in THERAPEUTIC COMPOUNDS AND USES THEREOF set forth in an application for Letters Patent of the United States, which is a

- (1) provisional application
 - (a) bearing Application No. _____, and filed on _____;
 - (b) to be filed herewith; or
- (2) non-provisional applications
 - (a) bearing Application No. 14/184,886 filed on February 20, 2014;
 - (b) having an oath or declaration executed on even date herewith prior to filing of application;
 - (c) having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, Kala Pharmaceuticals, Inc., a corporation duly organized under and pursuant to the laws of USA and having a principal place of business at 100 Beaver Street, Suite 201, Waltham, Massachusetts 02453, USA (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, 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 entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefore and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

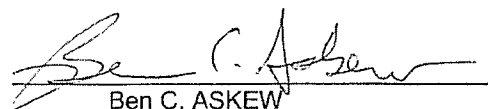
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any

proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, 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;

AND the Assignor hereby authorizes and requests the attorneys of Buchanan Ingersoll & Rooney PC to insert in the spaces provided above the title of the invention, filing date, application number, and attorney's docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Date: 30-Mar-2014

Name: 
Ben C. ASKEW

Title: President