

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6347614

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	XCELERATOR LABS, LLC	02/20/2015
RECEIVING PARTY DATA		
Name:	ALCON PHARMACEUTICALS LTD.	
Street Address:	RUE LOUIS-D'AFFRY 6	
City:	FRIBOURG	
State/Country:	SWITZERLAND	
Postal Code:	1701	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16659927
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patent.docketing@alcon.com	
Correspondent Name:	ALCON	
Address Line 1:	6201 SOUTH FREEWAY	
Address Line 4:	FORT WORTH, TEXAS 76134	
ATTORNEY DOCKET NUMBER:	PAT056808	
NAME OF SUBMITTER:	KELLY BRYANT	
SIGNATURE:	/Kelly Bryant/	
DATE SIGNED:	10/13/2020	
Total Attachments: 6		
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3588691

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	XCELERATOR LABS, LLC	02/20/2015
RECEIVING PARTY DATA		
Name:	ALCON PHARMACEUTICALS LTD.	
Street Address:	RUE LOUIS D'AFFRY 6	
Internal Address:	CASE POSTALE	
City:	FRIBOURG	
State/Country:	SWITZERLAND	
Postal Code:	1701	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	14419926	
Application Number:	14609291	
Application Number:	14554865	
Application Number:	14608915	
Application Number:	62091384	
CORRESPONDENCE DATA		
Fax Number:	(512)322-8388	
<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:	512.322.2500	
Email:	crystle.garbade@bakerbotts.com	
Correspondent Name:	BAKER BOTTS L.L.P.	
Address Line 1:	98 SAN JACINTO BLVD.	
Address Line 2:	SUITE 1500	
Address Line 4:	AUSTIN, TEXAS 78701	
ATTORNEY DOCKET NUMBER:	083238.0102	
NAME OF SUBMITTER:	CRYSTLE GARBADE	
SIGNATURE:	/Crystle Garbade/	
DATE SIGNED:	10/27/2015	

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), effective as of February 10, 2015 is entered into by and between XCELERATOR LABS, LLC, a Delaware limited liability company ("Transferor"), and ALCON PHARMACEUTICALS LTD., a Swiss corporation ("Transferee").

RECITALS

WHEREAS, Transferor desires to assign and transfer to Transferee, and Transferee desires to accept from Transferor, the assets set forth on Schedule 1 (the "Transferred Assets"), for the consideration and on the other terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties and agreements hereinafter set forth, the parties hereto, desiring to be legally bound, hereby agree as follows:

AGREEMENT

1. Assignment and Assumption of the Transferred Assets. Effective as of the date hereof, Transferor hereby assigns and transfers to Transferee all of Transferor's right, title and interest in and to the Transferred Assets. Transferee hereby accepts such transfer and assignment of the Transferred Assets from Transferor and assumes all obligations of Transferor under the USC License (as defined on Schedule 1).

2. Representations and Warranties of Transferor. Transferor hereby represents and warrants to Transferee as follows:

(a) Organization. Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. Transferor has full power to execute this Agreement and to perform its obligation hereunder in accordance with its terms. Transferor has taken all requisite action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Transferor, enforceable in accordance with its terms.

3. Representations and Warranties of Transferee. Transferee hereby represents and warrants to Transferor that:

(a) Organization. Transferee is a corporation duly organized, validly existing and in good standing under the laws of Switzerland.

(b) Authority. Transferee has full power to execute this Agreement and to perform its obligation hereunder in accordance with its terms. Transferee has taken all requisite action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Transferee, enforceable in accordance with its terms.

4. Miscellaneous.

(a) Binding Agreement, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the parties hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other.

(b) No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entity other than the parties hereto and their executors, administrators, personal representatives, successors and permitted assigns.

(c) Amendment. No amendment to this Agreement shall be effective unless in writing and duly executed by all parties to this Agreement.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(e) Further Assurances. Each of the parties hereto shall execute and deliver such documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

(f) Headings. The headings in this Agreement are for reference purposes only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(g) Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware.

(h) Survival. All representations and warranties and covenants contained herein shall survive the execution, delivery and performance of this Agreement.

(i) Severability. Any provision or term of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

[Signature Page Follows]

SCHEDULE 1

TRANSFERRED ASSETS

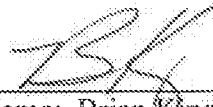

- 1) Exclusive Patent License Agreement, dated July 15, 2014, by and between Transferor and the University of Southern California, as amended and restated on February 9, 2015 (the "USC License").
- 2) All intellectual property, including copyrights, trademarks, patents and patent applications owned by Xcelerator Labs, LLC., including (but not limited to) the following:
 - Patent Family No.: XLABS.001 (representative family members = US 61/680192 and PCT/US2013/053652) [Alcon Memotech family no. PAT056808]
 - Patent Family No.: XLABS.063 (representative family members = US 14/554865, US 14/608915, PCT/US2014/067717, PCT/US2015/013567) [Alcon Memotech family no. PAT056845]
 - Patent Family No.: XLABS.064 (representative family members = US 62/091384) [Alcon Memotech family no. PAT056846]
 - United States Trademark Application No. 86375523 for XLABS
 - *Domain Name*: xcl-surgical.com (jurisdiction of registration is not applicable)
 - *Domain Name*: xlabs-surgical.com (jurisdiction of registration is not applicable)

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

TRANSFEROR:



XCELERATOR LABS, LLC

By:

 
Name: Brian King / Petra Egger
Title: Authorized Signatory/ Authorized Signatory

ALCON PHARMACEUTICALS LTD.

By:

 
Name: Brian King / Petra Egger
Title: Authorized Signatory/ Authorized Signatory

ALCON PHARMACEUTICALS LTD.
Rue Louis d'Affry 6
Case Postale
1701 Fribourg
Switzerland