

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6886395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	REDACTED LICENSE AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OCULAR SCIENCE, INC.	05/28/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LUIS FELIPE VEJARANO RESTREPO	
<b>Street Address:</b>	CARRERA: 5 NO 2-23	
<b>City:</b>	POPAYÁN	
<b>State/Country:</b>	COLOMBIA	
<b>Postal Code:</b>	190003	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	11071724	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)760-9502	
<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>	949-760-0404	
<b>Email:</b>	efiling@knobbe.com	
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR LLP	
<b>Address Line 1:</b>	2040 MAIN STREET	
<b>Address Line 2:</b>	14TH FLOOR	
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614	
<b>ATTORNEY DOCKET NUMBER:</b>	LFV.008LIC	
<b>NAME OF SUBMITTER:</b>	AGNES JUANG	
<b>SIGNATURE:</b>	/Agnes Juang/	
<b>DATE SIGNED:</b>	08/26/2021	
<b>Total Attachments: 21</b>		
source=LFV-008LIC_agreement#page1.tif		
source=LFV-008LIC_agreement#page2.tif		
source=LFV-008LIC_agreement#page3.tif		
source=LFV-008LIC_agreement#page4.tif		
source=LFV-008LIC_agreement#page5.tif		

source=LFV-008LIC\_agreement#page6.tif  
source=LFV-008LIC\_agreement#page7.tif  
source=LFV-008LIC\_agreement#page8.tif  
source=LFV-008LIC\_agreement#page9.tif  
source=LFV-008LIC\_agreement#page10.tif  
source=LFV-008LIC\_agreement#page11.tif  
source=LFV-008LIC\_agreement#page12.tif  
source=LFV-008LIC\_agreement#page13.tif  
source=LFV-008LIC\_agreement#page14.tif  
source=LFV-008LIC\_agreement#page15.tif  
source=LFV-008LIC\_agreement#page16.tif  
source=LFV-008LIC\_agreement#page17.tif  
source=LFV-008LIC\_agreement#page18.tif  
source=LFV-008LIC\_agreement#page19.tif  
source=LFV-008LIC\_agreement#page20.tif  
source=LFV-008LIC\_agreement#page21.tif

## OCULAR SCIENCE, INC. LICENSE AGREEMENT

This **LICENSE AGREEMENT** is entered into effective as of May 28, 2018 (the “*Effective Date*”) by and among Luis Felipe Vejarano Restrepo, an individual residing at Carrera: 5 No. 2 – 23, Popayan in Colombia, South America (“*Licensor*”); Dr. Robert Weinstock, an individual having his principal place of business at The Eye Institute Of West Florida, 1225 W Bay Drive, Largo, Florida 33770 (“*Weinstock*”); and Ocular Science, Inc., a Delaware corporation having its principal place of business at 1334 Parkview Ave, Suite 100 in Manhattan Beach, California (“*Licensee*”). Each of Licensor, Licensee and Weinstock is referred to herein as a “*Party*” and collectively they are referred to as the “*Parties*.”

### RECITALS

**WHEREAS**, Licensor has developed know-how and intellectual property pertaining to an ophthalmic solution for the amelioration of presbyopia;

**WHEREAS**, Licensee is in the business of developing, compounding, marketing and distributing ophthalmic solutions to treat disorders of the eyes;

**WHEREAS**, Weinstock is an ophthalmologist with expertise in the development and use of ophthalmic solutions to treat disorders of the eyes;

**WHEREAS**, Licensee has engaged Weinstock to provide advice, consultation and expertise in connection with the Development and commercialization of products based upon Licensor’s know-how and intellectual property licensed under this Agreement;

**WHEREAS**, Licensee expressly acknowledges that (i) Licensor is the exclusive owner of all Licensed Intellectual Property (as defined herein), (ii) Licensee shall claim no ownership interest in and to the Licensed Intellectual Property, and (iii) Licensee shall maintain the confidentiality of Licensed Intellectual Property in accordance with the Mutual NDA (as defined herein); and

**WHEREAS**, the Parties now wish to enter into this License Agreement enabling Licensee to Develop, compound, market, sell and distribute products incorporating Licensor’s know-how and intellectual property in exchange for the royalty payments and on the other terms and conditions set forth herein.

### AGREEMENT

**NOW, THEREFORE**, the Parties, for good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree to the terms set forth below.

#### 1. DEFINITIONS.



1.4. ***“Develop”*** or ***“Development”*** shall refer to the process of refining, enhancing, improving the efficacy of, creating variations of, or otherwise modifying Licensed Intellectual Property pursuant to Section 6.1 hereof in order to produce and commercialize Licensed Product(s).

1.5. ***“Field of Use”*** means ophthalmic solutions for the treatment or amelioration of presbyopia in humans.

1.6. ***“Joint Improvements”*** means all Know-How applicable or related to the Field of Use or the Licensed Patent Rights developed jointly by the Parties pursuant to Section 6.1 hereof.

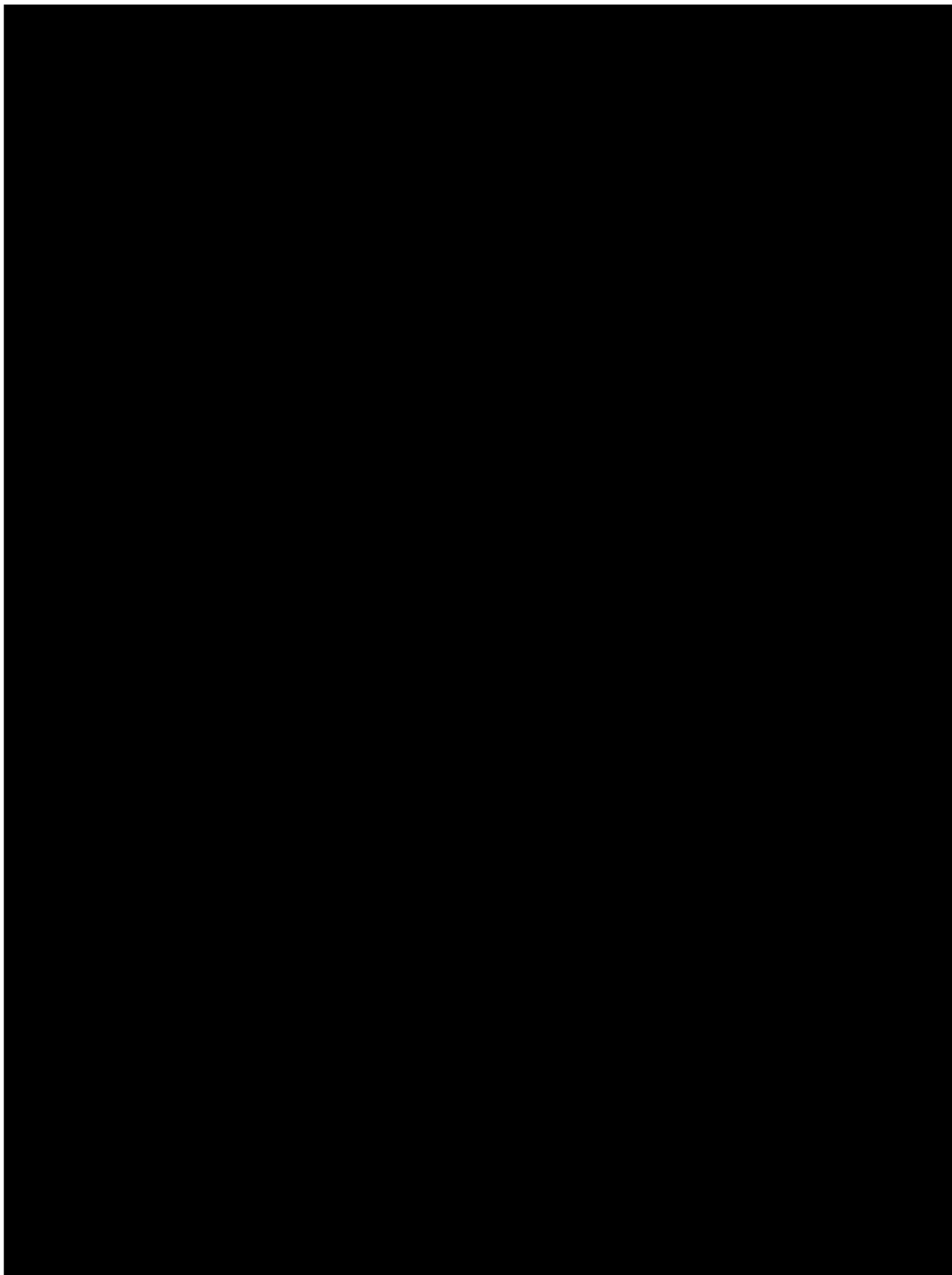
1.7. ***“Know-How”*** means all technical information, research, data, know-how, inventions, discoveries, trade secrets, specifications, instructions, processes, formulae, materials, expertise and other intellectual property or technology.

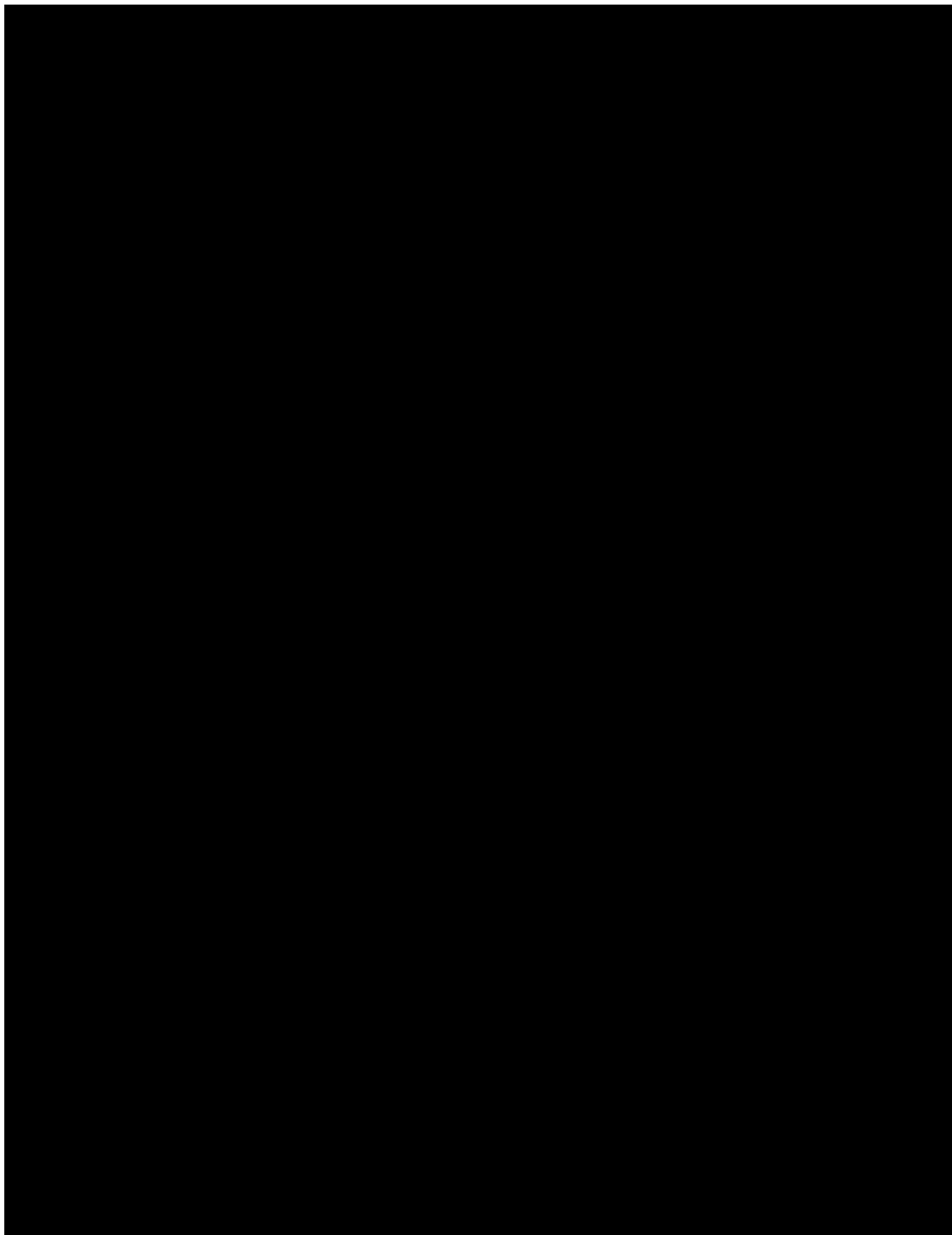
1.8. ***“Licensed Intellectual Property”*** means, collectively, the Licensed Patent Rights and the Licensed Know-How.

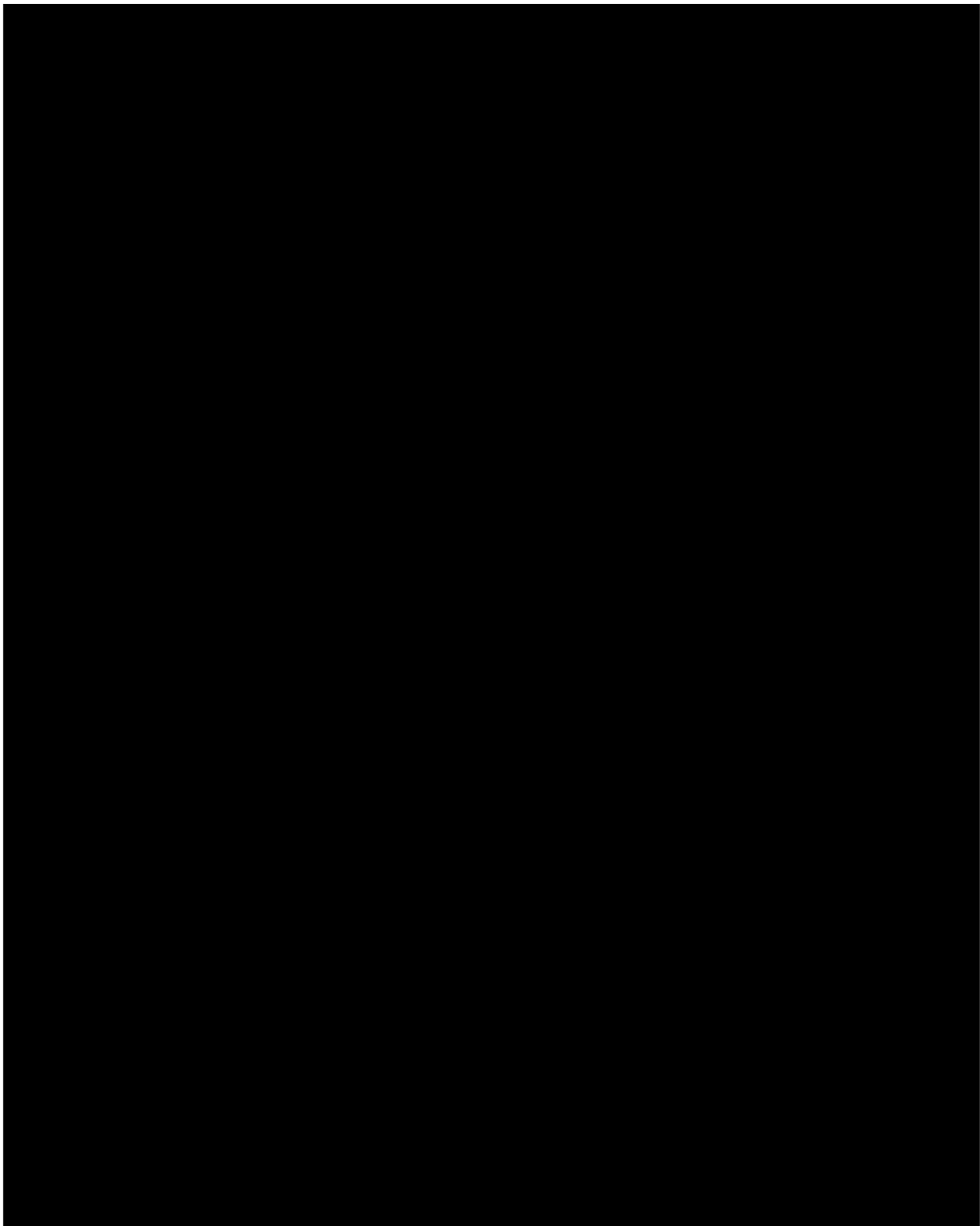
1.9. ***“Licensed Know-How”*** means all Know-How now or hereafter owned or controlled by Licensor applicable or related to the Field of Use or the Licensed Patent Rights.

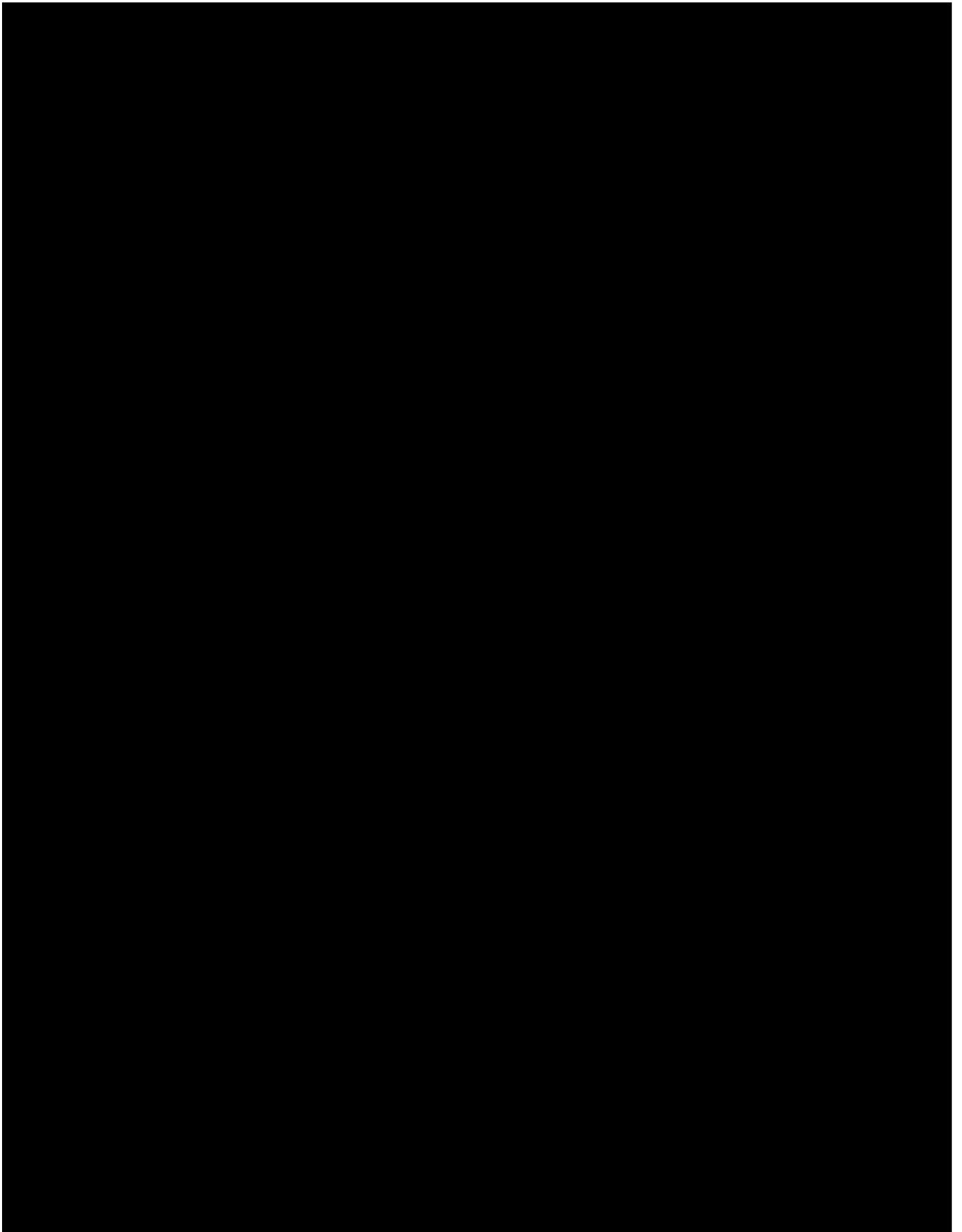
1.10. ***“Licensed Patent Rights”*** means Licensor’s patents and published patent applications listed in Exhibit A hereto, and all substitutions, extensions, divisionals, reissues, continuations, continuations-in-part thereof and patents which issue from any of the foregoing, including reexamined, reissued patents, supplementary protection certificates and extensions thereof.

1.11. ***“Licensed Products”*** means any ophthalmic solution for the treatment or amelioration of presbyopia that in the absence of the license granted pursuant to Section 2.1 hereof would constitute an infringement or misappropriation of Licensed Intellectual Property.

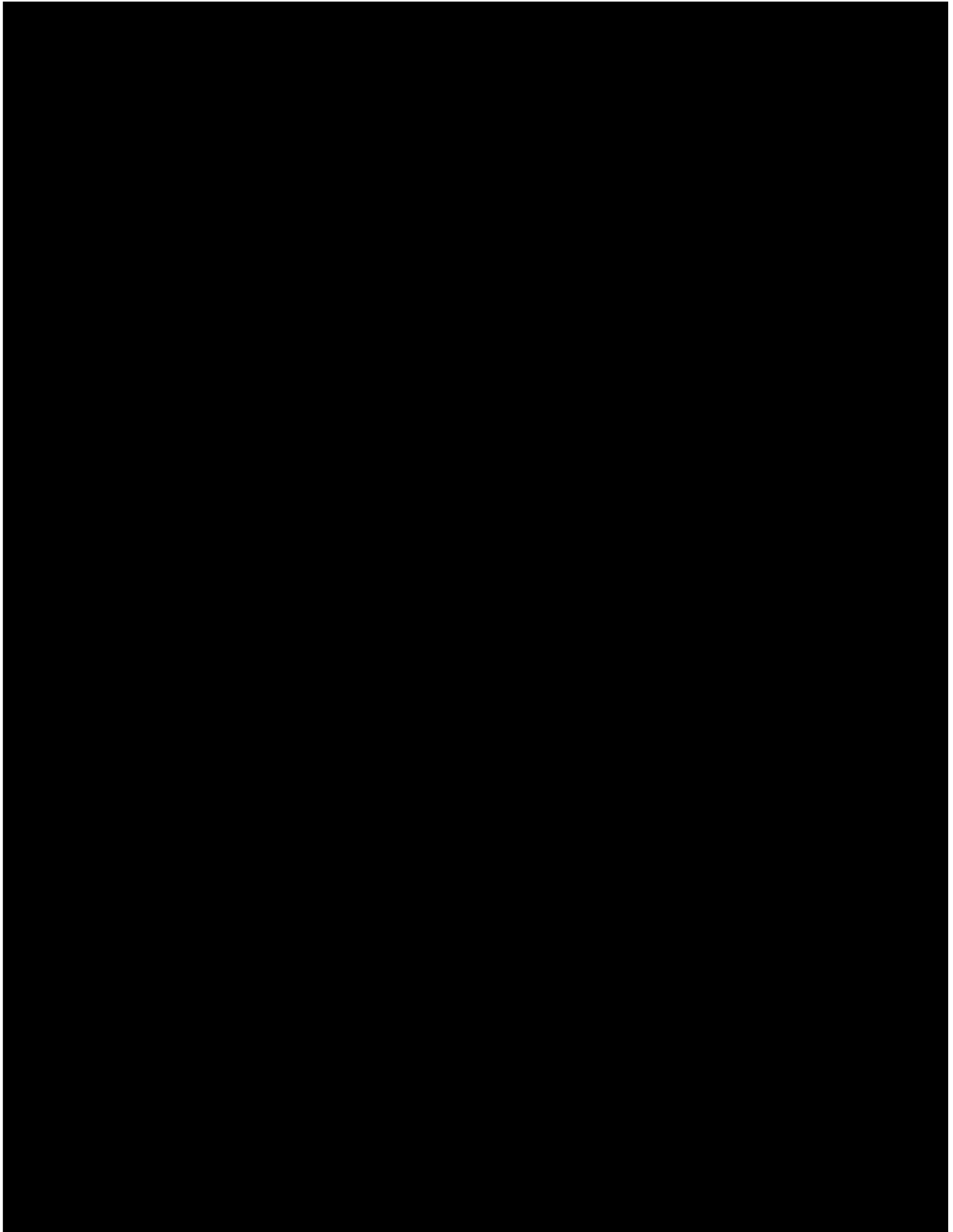










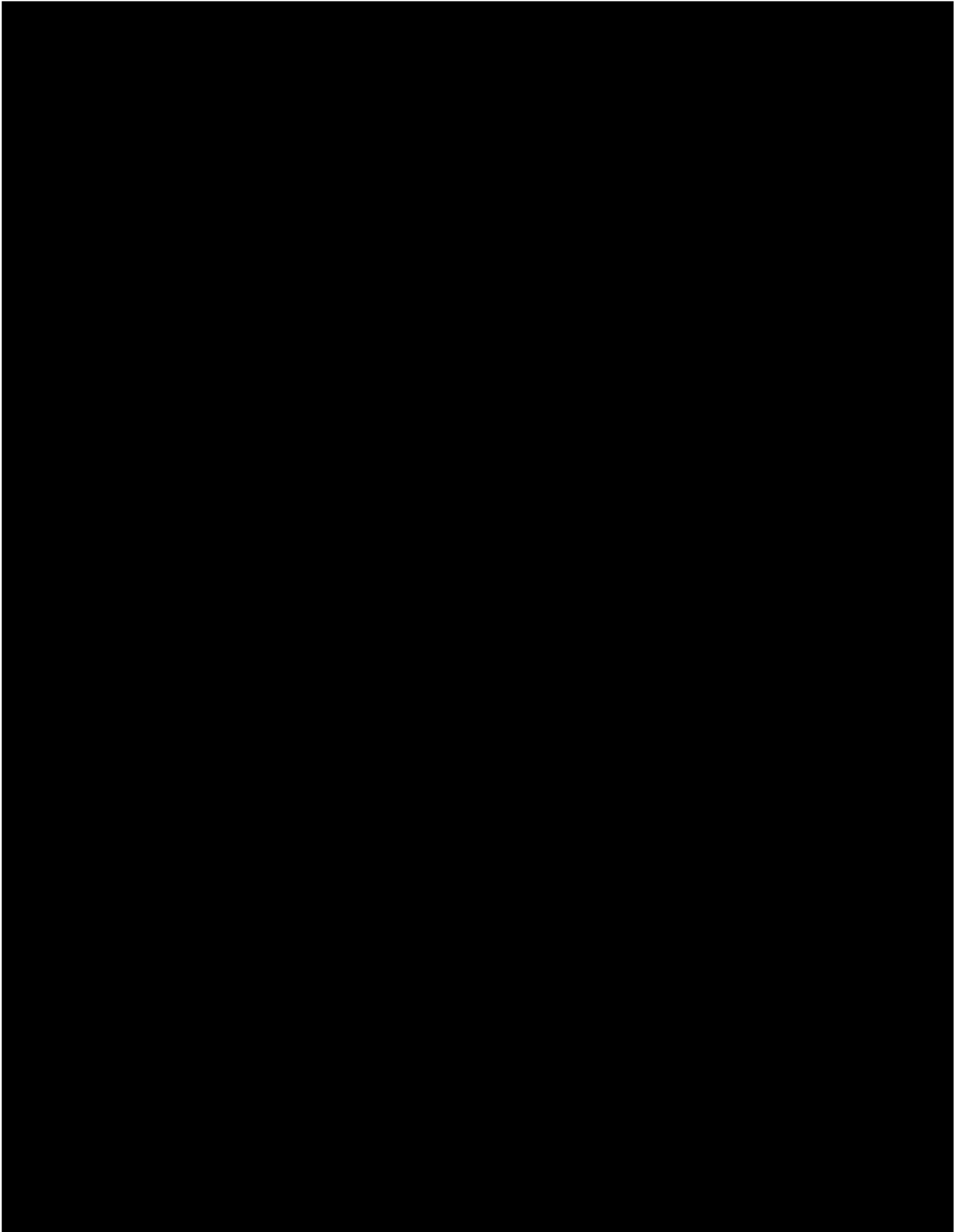


6.2. Improvements. During the Term of this Agreement, improvements to Licensed Intellectual Property may be developed by any of the Parties alone or cooperatively. The following provisions shall apply to all such improvements.

(a) Joint Improvements. In the event the Development efforts undertaken pursuant to Section 6.1 result in discovery, invention or improvement relating to the Licensed Intellectual Property or Licensed Product(s), developed jointly by at least two of the Parties ("***Joint Improvements***"), such Joint Improvements shall be owned exclusively by Licensor; *provided*, all such Joint Improvements shall be deemed Licensed Intellectual Property and shall accordingly be licensed to Licensee without additional consideration on the terms and conditions set forth in this Agreement during the Term of this Agreement.

(b) Improvements By Licensee or Weinstock. In the event the Development efforts undertaken pursuant to Section 6.1 result in discovery, invention or improvement relating to the Licensed Intellectual Property or Licensed Product(s), solely developed by an employee or contract worker of Licensee or Weinstock ("***Improvements by Licensee or Weinstock***"), such Improvements by Licensee or Weinstock, whether patentable or not, shall be the property of Licensor. Licensee and Weinstock agree to assign, and do hereby assign all such rights to Licensor. Licensee or Weinstock shall promptly disclose to Licensor in writing and mark confidential any such inventions or improvements. All Improvements by Licensee or Weinstock shall be deemed Licensed Intellectual Property and shall accordingly be licensed to Licensee without additional consideration on the terms and conditions set forth in this Agreement during the Term of this Agreement.

(c) Improvements By Licensor. In the event the development efforts undertaken pursuant to Section 6.1 result in discovery, invention or improvement relating to the Licensed Intellectual Property or Licensed Product(s), solely developed by Licensor ("***Improvements by Licensor***"), such Improvements by Licensor shall be the property of Licensor. All Improvements by Licensor shall be deemed Licensed Intellectual Property and shall accordingly be licensed to Licensee without additional consideration on the terms and conditions set forth in this Agreement during the Term of this Agreement.



10. **TERM AND TERMINATION.**

10.1. Initial Term; Renewal Terms. The initial term of this Agreement shall be ten (10) years from the Effective Date (the “*Initial Term*”). The Agreement will automatically renew for an indefinite period thereafter (the “*Renewal Term*”), unless either Licensor or Licensee provides written notice to the other Party of its intention not to renew the Agreement at least six (6) months prior to the expiration of the Initial Term. During the Renewal Term, either of Licensor and Licensee will have the right to terminate the Agreement by providing written notice to the other Party twelve (12) months prior to the date of termination. The Initial Term and Renewal Term are referred to collectively herein as the “*Term*” of this Agreement.

## 11. GENERAL PROVISIONS.

11.1. Status of Parties. The relationship among the Parties hereto is that of independent contractors. No provision of this Agreement shall be construed to place the Parties in the relationship of partners or joint venturers and no fiduciary duties shall be implied or shall arise among the Parties by virtue of this Agreement. Neither Party is, and neither will represent itself to be, an agent, representative or employee of the other Party, and neither Party has any right or authority to obligate the other in any manner or thing whatsoever. No third parties shall be entitled to rely upon the terms and conditions of this Agreement.

11.2. Assignment. Except as provided in Section 2.2 hereof, this Agreement may not be assigned, delegated or transferred to a third party in whole or in part by any Party hereto, without the prior consent of the other Parties; *provided*, that (i) Licensee or Licensor may assign this Agreement to an Affiliate; provided the assigning Party shall remain responsible to the other Parties for, and shall enforce, such Affiliate's obligations and otherwise under this Agreement; and (ii) Licensee or Licensor may assign all of their rights and obligations under this Agreement to any purchaser or successor to its business or assets or in connection with a Change of Control. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.3. Entire Agreement; Amendment. This Agreement (and the Exhibits hereto) constitutes the entire agreement between the parties relating to the subject matter of the intellectual property and licenses referenced herein, and all prior negotiations, representations, agreements, letters, and understandings are merged into, extinguished by, and integrated into this Agreement. No modification of this Agreement or any of its terms shall be effective unless a written amendment hereto is signed by Licensor and Licensee; *provided*, however, that any amendment that is materially and disproportionately adverse to Weinstock's rights or obligations hereunder shall require the separate written consent of Weinstock.

11.4. Force Majeure. None of the parties will be responsible to the other parties for non-performance or breach of any terms of this Agreement due to occurrences beyond the control of the party, including acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided that the non-performing party must promptly provide written notice of the occurrence, including specific details and a plan for mitigating the situation.

11.5. Severable Terms. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, this determination shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

11.6. Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, or 48 hours after being deposited with Federal Express, UPS or other internationally recognized overnight courier for overnight delivery, or 48 hours after being sent by email, in each case addressed to the Party to be notified at such party's address as set forth below, as subsequently modified by written notice, or if no address is specified, at the most recent address set forth in the Company's books and records.

(a) Address for Notice to Licensor:

Carrera: 5 # 2 – 23 Centro  
Popayán – Cauca  
Colombia – South America  
Attention: L. Felipe Vejarano, M.D.  
Email: felipev@fov.com.co

(b) Address for Notice to Licensee:

Ocular Science, Inc.  
1334 Park View Avenue, Suite100  
Manhattan Beach, California 90266  
Attention: Anthony Sampietro, CEO  
Email: afsampietro@ocularscience.com

(c) Address for Notice to Weinstock:

c/o The Eye Institute Of West Florida  
1225 W Bay Drive  
Largo, Florida 33770  
Email: rjweinstock@yahoo.com

11.7. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement.

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their respective authorized representatives execute this Agreement by signing below.

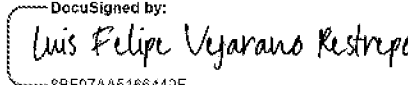
**LICENSOR**

**LICENSEE**

**LUIS FELIPE VEJARANO, M.D.**

**OCULAR SCIENCE, INC.,**

a Delaware corporation

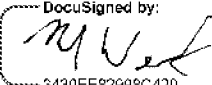
By:  \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Signature

Name: Luis Felipe Vejarano  
Date: mayo 28, 2018 | 12:59 PM PDT

Name: Anthony Sampietro  
Title: Chief Executive Officer  
Date: May 28, 2018 | 11:44 AM PDT

**ROBERT WEINSTOCK, M.D.**

By:  \_\_\_\_\_  
Signature

Name: Robert Weinstock  
Date: May 28, 2018 | 1:17 PM PDT



**EXHIBIT A**

**LICENSED PATENT(S)**

Any patent issued in the United States upon Licensor's United States Patent Application entitled "Ophthalmic Formulation and Method for Ameliorating Presbyopia", Application No. 13/553,615, filed with the United States Patent and Trademark Office on July 19, 2012, and/or any divisions, substitutions, extensions, continuations, continuations-in-part and reissues thereof.

**EXHIBIT B**

**MUTUAL NON-DISLOSURE AGREEMENT**

