

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7279659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JUAN BETANCORT	02/09/2022
LEW MAKINGS	02/09/2022
TORSTEN WIEMANN	02/10/2022
RECEIVING PARTY DATA	
Name:	RAKUTEN MEDICAL, INC.
Street Address:	11080 ROSELLE STREET
Internal Address:	SUITE 115
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17482239
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	8583502300
Email:	knelson@wsgr.com, patentdocket@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	56275-701.301
NAME OF SUBMITTER:	KATE NELSON
SIGNATURE:	/Kate Nelson/
DATE SIGNED:	04/14/2022
Total Attachments: 3	
source=Rakuten 56275-701.301 Assignment_fully executed#page1.tif	
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source=Rakuten 56275-701.301 Assignment_fully executed#page3.tif	

PATENT ASSIGNMENT

Docket Number 56275-701.301

The undersigned:

- | | | |
|---|--------------------------------------|--|
| 1. Juan BETANCORT
San Diego, CA (US) | 2. Lew MAKINGS
Encinitas, CA (US) | 3. Torsten WIEMANN
Encinitas, CA (US) |
|---|--------------------------------------|--|

(the “Inventor(s)”), desire to assign the entire right, title and interest in and to the Inventions and Assigned Patents (each, as defined below) to Rakuten Medical, Inc., a corporation incorporated under the laws of the State of Delaware, having a place of business at 11080 Roselle Street, Suite 115, San Diego, CA 92121, (the “Assignee”), and Assignee desires to acquire such right, title and interest, all on the terms and conditions set forth in this Patent Assignment.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) have invented certain new and useful inventions and improvements disclosed in the following patent(s) and patent application(s):

PHthalocyanine Dye Compounds, Conjugates and Methods of Use Thereof

- for which application serial number 17/482,239 was filed on September 22, 2021, in the United States Patent and Trademark Office

(the “Listed Patent(s)”). As used herein: “Assigned Patents” means (a) the Listed Patent(s), (b) all Patents that share priority with or claim priority to or from the Listed Patent(s), including each and every Patent that is a divisional, substitution, continuation, continuation-in-part, non-provisional, or national phase application of any of the Listed Patent(s), (c) all Patents applied for on an invention disclosed within the Patents included in foregoing subclauses (a)-(b), (d) each and every Patent granting, issuing or reissuing from any of the foregoing under subclauses (a)-(c), (e) each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing under subclauses (a)-(d), and (f) each and every Patent filed outside the United States and corresponding to any of the foregoing under subclauses (a)-(e). “Patents” means (i) patents, certifications of inventions, inventor’s certificates and other forms of protection granted on any invention in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, and (ii) applications therefor (whether provisional, converted provisional, utility, design, plant, utility model, non-provisional or otherwise).

2. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to the Assigned Patents, including the right to claim priority to and from said Assigned Patents; (b) in and to the inventions disclosed in the Assigned Patents, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (the “Inventions”) and (c) in and to all claims for past, present and future infringement of the Assigned Patents, including all rights to sue for and to receive and recover for Assignee’s own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Assigned Patents.

3. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for filing, prosecuting or maintaining any of the Assigned Patents; (c) for filing, prosecuting or maintaining applications for reissuance of any said Assigned Patents; (d) for interference or other priority proceedings involving said Assigned Patents or Inventions; and (e) for legal proceedings involving said Inventions or Assigned Patents, including without limitation reissues and reexaminations, IPRs, opposition and other post-grant proceedings, , cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

5. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Inventor(s) hereby request that any Assigned Patents issuing or granting in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued or granted in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

7. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

PATENT ASSIGNMENT

Docket Number 56275-701.301

Date: _____ / _____ /
Juan BETANCORT

Date: _____ / _____ /
Lew MAKINGS

Date: Feb 10, 2022
Signature: Torsten Wiemann
/Torsten Wiemann (Feb 10, 2022 11:14 PST) /
Torsten WIEMANN

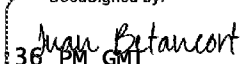
RECEIVED AND AGREED TO BY ASSIGNEE: **Rakuten Medical, Inc.**

Date: _____ Signature: / _____ /
Name: Annie McGuire
Title: General Counsel

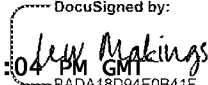
PATENT ASSIGNMENT

Docket Number 56275-701.301

DocuSigned by:

2/9/2022 | 6:19:36 PM GMT
Date: _____ / _____ / _____
Signature: 
3808E7B134D54E7...
Juan BETANCORT

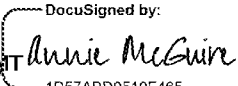
DocuSigned by:

2/9/2022 | 5:37:04 PM GMT
Date: _____ / _____ / _____
Signature: 
BADA18D94E0B41F...
Lew MAKINGS

Date: _____ / _____ / _____
Torsten WIEMANN

RECEIVED AND AGREED TO BY ASSIGNEE: **Rakuten Medical, Inc.**

DocuSigned by:

2/10/2022 | 7:41:12 PM GMT
Date: _____ / _____ / _____
Signature: 
1D57ABD2519E485...
Name: Annie McGuire
Title: General Counsel