

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7778978

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| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT          |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT              |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                         |
| <b>Name</b>                                                                                                                                                                                     | <b>Execution Date</b>   |
| VIVANI MEDICAL, INC.                                                                                                                                                                            | 12/28/2022              |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                         |
| <b>Name:</b>                                                                                                                                                                                    | CORTIGENT, INC.         |
| <b>Street Address:</b>                                                                                                                                                                          | 13170 TELFAIR AVENUE    |
| <b>City:</b>                                                                                                                                                                                    | SYLMAR                  |
| <b>State/Country:</b>                                                                                                                                                                           | CALIFORNIA              |
| <b>Postal Code:</b>                                                                                                                                                                             | 91342                   |
| <b>PROPERTY NUMBERS Total: 13</b>                                                                                                                                                               |                         |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>           |
| Patent Number:                                                                                                                                                                                  | 7211103                 |
| Patent Number:                                                                                                                                                                                  | 8630720                 |
| Patent Number:                                                                                                                                                                                  | 9907949                 |
| Patent Number:                                                                                                                                                                                  | 9295581                 |
| Patent Number:                                                                                                                                                                                  | 7706893                 |
| Patent Number:                                                                                                                                                                                  | 8615308                 |
| Patent Number:                                                                                                                                                                                  | 8831745                 |
| Patent Number:                                                                                                                                                                                  | 7676274                 |
| Patent Number:                                                                                                                                                                                  | 7962221                 |
| Patent Number:                                                                                                                                                                                  | 8014869                 |
| Patent Number:                                                                                                                                                                                  | 7574263                 |
| Patent Number:                                                                                                                                                                                  | 9905858                 |
| Patent Number:                                                                                                                                                                                  | 6974533                 |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                         |
| <b>Fax Number:</b>                                                                                                                                                                              | (818)979-2287           |
| <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>                                                                                                                                                                                   | 8188335055              |
| <b>Email:</b>                                                                                                                                                                                   | scottd@second sight.com |
| <b>Correspondent Name:</b>                                                                                                                                                                      | SCOTT DUNBAR            |
| <b>Address Line 1:</b>                                                                                                                                                                          | 13170 TELFAIR AVENUE    |

PATENT

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|-----------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Address Line 4:</b> SYLMAR, CALIFORNIA 91342                                                                       |                |
| <b>NAME OF SUBMITTER:</b>                                                                                             | SCOTT DUNBAR   |
| <b>SIGNATURE:</b>                                                                                                     | /Scott Dunbar/ |
| <b>DATE SIGNED:</b>                                                                                                   | 02/03/2023     |
| <b>Total Attachments: 2</b><br>source=Patent__ISS_Assignment 3#page1.tif<br>source=Patent__ISS_Assignment 3#page2.tif |                |

## ASSIGNMENT OF PATENTS

WHEREAS, **Vivani Medical, Inc.**, a corporation duly organized under and pursuant to the laws of California, and having a principal place of business at 5858 Horton Street, Suite 280, Emeryville, California (hereinafter referred to as the "Assignor") represents and warrants that it is the owner of all right, title and interest to certain inventions, which are fully described the patents and patent applications listed in **Schedule A and Schedule B**, attached hereto (hereinafter referred to as the "Patent Properties") and that the same are unencumbered and that said Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein;

WHEREAS, **Cortigent, Inc.**, is a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 13170 Telfair Avenue, Sylmar, California (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title and interest in and to said Patent Properties;

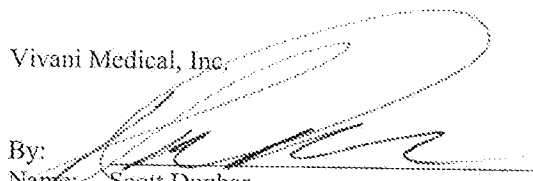
NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said Patent Properties, and all patents that may be granted thereon, and all provisional applications relating thereto, and all applications, divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said Patent Properties in any country or countries foreign to the United States;

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Patent Properties and all Letters Patents resulting from the Patent Properties to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement; and

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance.

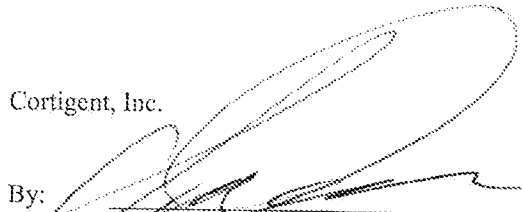
Date December 28, 2022

Vivani Medical, Inc.

By:   
Name: Scott Dunbar  
Title: Senior Patent Counsel

Date December 28, 2022

Cortigent, Inc.

By:   
Name: Scott Dunbar  
Title: Senior Patent Counsel

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|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issued: 5/1/2007<br>Pat. #: 7,211,103<br>Expires: 5/13/2024    | Title: Biocompatible Bonding Method and Electronics Package Suitable for Implantation                                                                       |
| Issued: 1/14/2014<br>Pat. #: 8,630,720<br>Expires: 10/28/2021  | Title: Implantable Device Using Ultra-Nanocrystalline Diamond                                                                                               |
| Issued: 11/15/2011<br>Pat. #: 8,060,211<br>Expires: 2/13/2021  | Title: METHOD OF REDUCING RETINAL STRESS CAUSED BY AN IMPLANTABLE RETINAL ELECTRODE ARRAY                                                                   |
| Issued: 3/6/2018<br>Pat. #: 9,907,949<br>Expires: 2/13/2021    | Title: Implantable Retinal Electrode Array Configuration for Minimal Retinal Damage and Method of Reducing Retinal Stress                                   |
| Issued: 3/29/2016<br>Pat. #: 9,295,581<br>Expires: 7/26/2025   | Title: Medical Tack with a Variable Effective Length                                                                                                        |
| Issued: 4/27/2010<br>Pat. #: 7,706,893<br>Expires: 8/6/2024    | Title: HIGH DENSITY ARRAY OF MICRO-MACHINED ELECTRODES FOR NEURAL STIMULATION<br>Notes: Petition to revive mailed on 3/31/2003 was granted on June 17, 2003 |
| Issued: 12/24/2013<br>Pat. #: 8,615,308<br>Expires: 3/30/2023  | Title: HIGH DENSITY ARRAY OF MICRO-MACHINED ELECTRODES FOR NEURAL STIMULATION<br>Notes: Petition to revive mailed on 3/31/2003 was granted on June 17, 2003 |
| Issued: 9/9/2014<br>Pat. #: 8,831,745<br>Expires: 5/1/2022     | Title: High-Density Array of Micro-machined Electrodes for Neural Stimulation                                                                               |
| Issued: 3/9/2010<br>Pat. #: 7,676,274<br>Expires: 8/6/2024     | Title: High-Density Array of Micro-machined Electrodes for Neural Stimulation<br>Notes: Petition to revive mailed on 3/31/2003 was granted on June 17, 2003 |
| Issued: 6/14/2011<br>Pat. #: 7,962,221<br>Expires: 8/3/2024    | Title: Pixel Re-Mapping for Visual Prosthesis                                                                                                               |
| Issued: 9/6/2011<br>Pat. #: 8,014,869<br>Expires: 10/24/2024   | Title: Pixel Re-Mapping for Visual Prosthesis                                                                                                               |
| Issued: 8/11/2009<br>Pat. #: 7,574,263<br>Expires: 6/17/2023   | Title: Pixel Re-Mapping for Visual Prosthesis                                                                                                               |
| Issued: 2/27/2018<br>Pat. #: 9,905,858<br>Expires: 11/26/2022  | Title: Fuel Cell with an Improved Electrode                                                                                                                 |
| Issued: 12/13/2005<br>Pat. #: 6,974,533<br>Expires: 11/26/2022 | Title: Platinum Electrode and Method for Manufacturing the Same<br>Notes: - Filed a petition for an extension of time (3months) as of 2/23/05. (SAB)        |