

Clarke, Modet & Cº

COLOMBIA

P-2410

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

DIVISION DE NUEVAS CREACIONES

E.

S.

D.

Ref.: Expediente No. 09.149.228
Solicitud de Patente a nombre de
ACUCELA INC.

Yo, DILIA MARÍA RODRÍGUEZ D'ALEMAN, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad **ACUCELA, INC.** domiciliada en Bothell, Washington, Estados Unidos de América, solicitante de la patente de la referencia, atentamente me permito presentar:

1. Copia auténtica del poder otorgado por la sociedad como también del certificado de existencia y representación legal de dicha sociedad debidamente apostillados. De los documentos mencionados se acompaña la correspondiente traducción oficial debidamente legalizada por el Ministerio de Relaciones Exteriores de Colombia
2. Documentos en que consta la cesión del derecho a la patente otorgada por los inventores a favor de mi mandante.

Sobre el particular, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, el documento de cesión anexo a este memorial es válidamente presentado en idioma inglés y con la correspondiente apostilla.

Señor Superintendente,

DILIA MARIA RODRÍGUEZ D'ALEMAN
C.C. 41.654.882 de Bogotá.
T.P. 20824 CSJ



Washington
Office of the Secretary of State
Invalid if Removed

UNITED STATES OF AMERICA

P. 2410 SR

The State of Washington



Secretary of State

APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. Country: **United States of America**

2. This public document has been
signed by:

ROBIN E. PENTLAND

3. acting in the capacity of:

Notary Public, state of Washington

4. bears the seal/stamp of:

ROBIN E. PENTLAND

CERTIFIED

5. at: **Olympia, Washington**

6. the: 10 day of February, 2010

7. by: **Sam Reed, Secretary of State**

8. No: 201002054

9. Seal/Stamp:

10. Signature:



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital


Sam Reed, Secretary of State
29 MAR 2010
Nelson J. Sanchez Garcia
NOTARIO ONCE (E)
BOGOTÁ, COLOMBIA

COLOMBIA

Carrera 11 N° 86-53 Piso 6 Bogotá Colombia Tel: (57 1) 6181088 Fax: (57 1) 6350824 Email: info@clarkemodet.com.co

PODER

Yo (nosotros), abajo firmante(s)

en mi (nuestro) carácter de representante(s) legales de ACUCELA, INC.

una sociedad organizada y existente de acuerdo con las leyes de

y en actual cumplimiento de su objeto social, con domicilio en 21720 23rd Drive Southeast, Suite 120, Bothell, Washington 98021, Estados Unidos de América.

por el presente instrumento confiero (conferimos) poder especial a favor de DILIA MARIA RODRIGUEZ D'ALEMAN, con Cédula de Ciudadanía No. 41.654.882 de Bogotá, y tp. 20824 y CLAUDIA LUCIA CARO RAMIREZ, con Cédula de Ciudadanía No. 40.017.374 de Tunja, y tp. 36448, con domicilio en Bogotá, Colombia, para que actuando en su orden en nombre del (de la) otorgante le (la) representen ante cualquier entidad, autoridad y/o persona, especialmente ante las del orden Administrativo, Contencioso Administrativo, Judicial, Tribunales de Arbitramento y/o cualquier otro en lo referente a los siguientes asuntos:

- 1) Solicitar, tramitar, obtener y/o registrar cualquiera de las modalidades de Propiedad Industrial, tales como: patentes de invención, modelos de utilidad; diseños industriales, variedades vegetales; marcas, lemas, nombres y enseñanzas comerciales y denominaciones de origen; así como sus renovaciones, prórrogas, transferencias, cambios de nombre y/o domicilio, contratos y licencias.
- 2) Solicitar, tramitar, obtener y/o registrar derechos de autor, en cualquiera de sus presentaciones así como la protección de secretos industriales y know-how.
- 3) Solicitar, tramitar, obtener y/o registrar registros sanitarios, permisos y/o licencias de funcionamiento; así como sus renovaciones o prórrogas, transferencias, cambios de nombre y/o domicilio, contratos y licencias.
- 4) Ejercer acciones de oposición, observación, reclamos, reconsideración, reposición, apelación, cancelación administrativa o judicial, nulidad, protección al consumidor, concesión de licencias, protección de secretos industriales y demás acciones y recursos relacionados con derechos derivados de los asuntos arriba indicados y en contra de la competencia desleal, acciones derivadas de la obtención o explotación de licencias, acciones de indemnización de perjuicios. También podrá(n) intervenir en juicios civiles, comerciales, penales, contencioso-administrativos, tutelas y de policía; en acciones o juicios promovidos por el (la) mandante o en contra el (ella).
- 5) Registrar nombres de dominio ante la entidad competente.
- 6) En el ejercicio de este mandato los mandatarios arriba mencionados quedan facultados para: conciliar, cancelar, transigir, comprometer en árbitros, desistir, recibir y tomar posesión de la cosa objeto de litigio y renunciar o desistir a derechos concedidos o en curso de concesión, admitir los hechos del proceso.
- 7) Ratificar o no la agencia oficiosa.
- 8) Así mismo faculto (facultamos) a los mencionados apoderados para recibir notificaciones y designar apoderados judiciales o extrajudiciales, sustituir el presente poder y revocar las sustituciones que hicieron.

Dado y firmado en

a los días de

POWER OF ATTORNEY

I (we), the undersigned

legal representative(s) of ACUCELA, INC.

an organization existing under the laws of

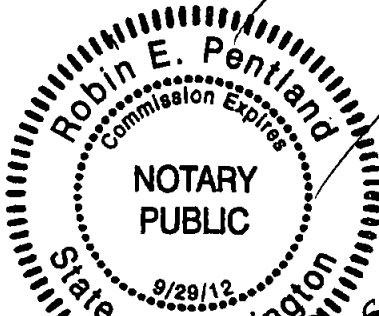
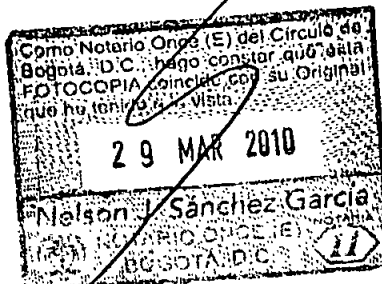
and in present execution of its business activity, domiciled 21720 23rd Drive Southeast, Suite 120, Bothell, Washington 98021, United States of America.

do hereby grant POWER OF ATTORNEY to DILIA MARIA RODRIGUEZ D'ALEMAN, identification card No. 41.654.882 of Bogotá, and tp. 20824 and CLAUDIA LUCIA CARO RAMIREZ, tp. 36448, identification card No. 40.017.374 of Tunja, residing in Bogotá, Colombia, to act in the order of their appointment in behalf of grantor before any entity, authority and/or natural or juridical person, specially before those Administrative, Administrative-Contentious, Judicial, arbitration courts, and/or any other, in all matters concerning the following:

- 1) To apply, process, obtain and/or register any of the modalities of Industrial Property, such as: Patents of Invention, Utility Models; Designs, plant varieties; Marks, Slogans, Trade Names and emblems and appellations of Origin; as well as their renewals, assignments, changes of name and/or domicile, agreements and licenses.
- 2) To apply, process, obtain and/or register copyrights of any kind as well as protection of industrial secrets or know-how.
- 3) To apply, process, obtain and/or register sanitary registrations, operating authorizations and/or licenses; as well as their renewals or assignments, changes of name and/or domicile, agreements and licenses.
- 4) To bring actions of opposition, observations, claims, reconsideration, appeal or legal remedies, cancellations, nullity, protection to the consumer, granting of licenses, protection of trade secrets and other actions related with rights derived from the above-mentioned matters and against the unfair competition, actions resulting from the obtaining or exploitation of licenses, recovering damages actions. They can also intervene or participate in Civil, Commercial, Criminal or Contentious-Administrative Trials; the actions for writ mandamus, police actions; in actions, lawsuits or litigations instituted by the grantor or against him.
- 5) To register domain names before the competent entity.
- 6) To the effect of this mandate the above-named proxy are empowered to: conciliate, cancel, settle, submit to arbitration, withdraw and to receive and take possession of the litigation related object and waive or renounce the rights granted or in process of granting, admit the facts of the case.
- 7) To ratify or not the officious agency.
- 8) I (we) hereby appoint the afore mentioned attorneys with powers to receive notifications and to designate judicial and extrajudicial attorneys, substitute this Power of Attorney and to revoke such substitutions.

Granted and signed at Bothell, WA USA
on this 2nd day of Feb. 2010

Firma / signature Ryo Kubota, President and Chief Executive Officer



CERTIFICADO NOTARIAL

(Cuando el solicitante es SOCIEDAD)

(Poderes otorgados en: El Salvador, Estados Unidos, México y Venezuela)

A los _____ días del mes de _____ de _____
, el Notario que suscribe DA FE de que:

1. _____
(nombre de la persona que firma el poder)
- mayor de edad y domiciliado _____
_____ firmó de su puño
y letra el documento que antecede.
2. Conoce al (a la) otorgante y que este (a) está legalmente capacitado para el otorgamiento.
3. El otorgante ha firmado el referido documento en su carácter de _____
de la persona jurídica ACUCELA, INC.

4. La citada persona jurídica con sede en 21720 23rd Drive Southeast, Suite 120, Bothell, Washington 98021, Estados Unidos de América, está legalmente constituida, que tiene actualmente existencia legal y que el acto para el cual se ha otorgado este poder está comprendido entre los que constituyen su objeto social.
5. El otorgante tiene efectivamente la representación que ostenta, que esta es legítima y que está facultado para otorgar este poder.
6. Las anteriores certificaciones de los puntos 3, 4 y 5, me constan porque he tenido a la vista los documentos auténticos.

Notario Público

NOTA: A continuación de lo anterior, el Cónsul de Colombia debe autenticar la firma del Notario Público.

CERTIFICADO NOTARIAL (Cuando el solicitante es INDIVIDUO)

A los _____ días del mes de _____ de _____
, el Notario que suscribe DA FE de que:

1. _____
(nombre de la persona que firma el poder)
- mayor de edad y domiciliado en _____
_____ firmó en su presencia
el documento que antecede, conoce al otorgante y que este está legalmente capacitado para el otorgamiento.

Notario Público

NOTA: A continuación de lo anterior, el Cónsul de Colombia debe autenticar la firma del Notario Público.

Para todos los demás países el Señor Cónsul de Colombia o ante quien se otorgue, debe expedir una certificación dejando constancia 1) de la existencia legal de la sociedad, 2) de que esta ejerce actualmente su objeto social, y 3) de que la persona o personas que otorgan el poder están facultadas para hacerlo, dejando constancia así mismo de que tuvo a la vista las pruebas que acrediten tales circunstancias.

LEGALIZACIÓN POR EL CONSUL DE COLOMBIA
O POR APOSTILLA

NOTARIAL CERTIFICATE

(When the applicant is a CORPORATION)

(Powers of attorney granted in: El Salvador, Mexico, U.S.A. and Venezuela)

This _____ day of February, 2010,
the undersigned Notary CERTIFIES that:

1. Ryo Kubota
(name of the person who signs the power of attorney)

- of legal age and domiciled in Seattle, Washington, USA set his hand on the foregoing document.
2. The grantor is to him personally known and that he/she has legal capacity to execute the document.
3. The grantor has executed the foregoing document in his capacity of President and Chief Executive Officer of the juridical ACUCELA, INC.

4. The mentioned juridical person with place of 21720 23rd Drive Southeast, Suite 120, Bothell, Washington 98021, United States of America, is duly organized, has actual legal existence and that the purposes for which the power of attorney is granted are within the scope of its corporate purposes.
5. The grantor has in fact the referred quality and that his/her representation is legal and that he/she is empowered to grant this power of attorney.
6. I have based the above certifications 3, 4 and 5, on the authentic documents which for such purpose were exhibited to me.

Notary Public

NOTA: Then the Colombian Consul must legalize the signature of the Notary Public.

NOTARIAL CERTIFICATE (When the applicant is an INDIVIDUALS)

On this _____ day of _____
the undersigned Notary CERTIFIES that:

1. _____
(name of the person who signs the Power of Attorney)

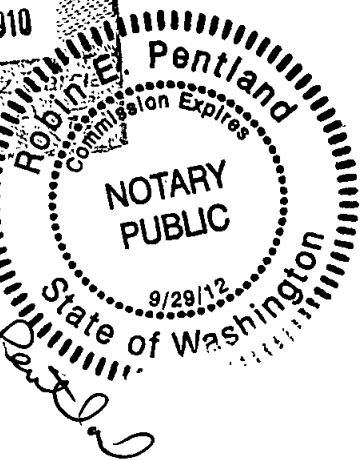
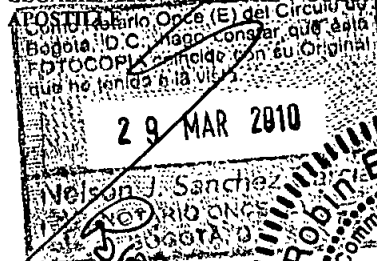
of legal age and domiciled at _____
_____ signed in his presence the foregoing document, the grantor is to him personally known and that he/she has legal capacity to execute the document.

Notary Public

NOTA: Then the Colombian Consul must legalize the signature of the Notary Public.

For all other countries the Colombian Consul or before who it is granted must issue a certification stating 1) the legal existence of the corporation, 2) that the corporate purposes are actually being accomplished, 3) that the person or persons who grant this Power of Attorney are empowered to do it. The Consul will certify also that the documents evidencing those circumstances were exhibited to him.

LEGALIZATION BY THE COLOMBIAN CONSUL OR BY



Traducción oficial hecha por Jimena Escobar Uribe, traductora e intérprete oficial según resolución No. 0369 del Ministerio de Justicia, del documento legalizado mediante la **APOSTILLA** No. **201002054** de 10 de febrero de 2010 expedida en Estados Unidos de América (Washington) correspondiente a un documento de poder y una certificación notarial, ambas en inglés con idéntico texto en español, razón por la cual no se hace su traducción, otorgado por la **ACUCELA, INC.**, domiciliada en Bothell, Washington, Estados Unidos de América.

Poder

Yo, el suscrito, representante legal de ACUCELA, INC., una sociedad existente bajo las leyes de y que actualmente ejerce su actividad corporativa, domiciliada en 21720 23rd Drive Southeast, Suite 120, Bothell, Washington 98021, Estados Unidos de América

(Nota del traductor: El resto del documento se encuentra con idéntico texto en la parte izquierda del documento en idioma español, razón por la cual no se hace su traducción).

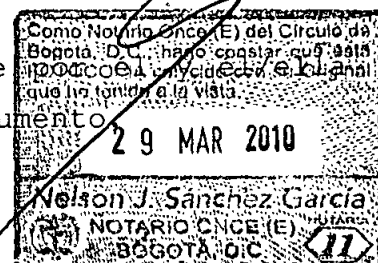
Documento de poder firmado el 2 de febrero de 2010 por Ryo Kubota, Presidente y Director Ejecutivo y legalizado mediante firma y sello el 2/2/10 por Robin E. Pentland, notario público, Estado de Washington, mi comisión termina 9/29/2012

Certificado notarial:

Este día 2 de febrero de 2010, el suscrito notario CERTIFICA que:

1. Ryo Kubota, mayor de edad y domiciliado en Seattle, Washington, Estados Unidos de América firmó el documento anterior.

2. El otorgante es conocido personalmente y tiene capacidad legal para ejecutar el documento.



3. El otorgante ha ejecutado el documento anterior en su capacidad de Presidente y Director Ejecutivo de la persona jurídica ACUCELA, INC.

4. La mencionada persona jurídica con sede en 21720 23rd Drive Southeast, Suite 120, Bothell, Washington 98021, Estados Unidos de América está debidamente constituida, tiene existencia legal vigente y los propósitos para los cuales se otorga el poder de abogado están dentro del ámbito de sus objetivos corporativos.

(Nota del traductor: El resto del documento se encuentra con idéntico texto en la parte izquierda del documento en idioma español, razón por la cual no se hace su traducción).

Certificado notarial legalizado mediante firma y sello el 2/2/10 por Robin E. Pentland, notario público, Estado de Washington, mi comisión termina el 9/29/2012

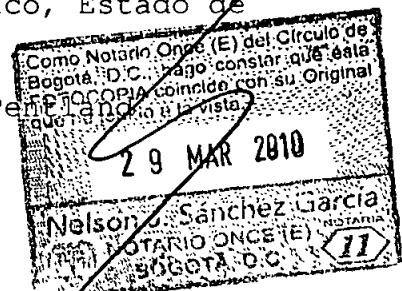
Estados Unidos de América
El Estado de Washington
El sello del Estado de Washington 1889
Secretario de Estado

APOSTILLA

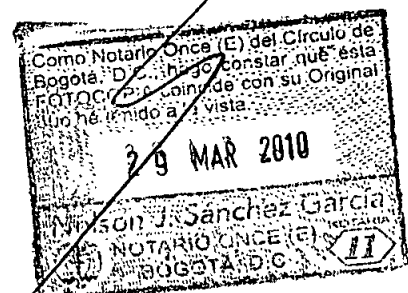
(Convención de la Haya de 5 de octubre de 1961)

1. País: Estados Unidos de América
2. Este documento público ha sido firmado por Robin E. Pentland
3. actuando en su calidad de Notario Público, Estado de Washington
4. lleva el sello/estampilla de Robin E. Pentland

CERTIFICADO



5. En Olympia, Washington
6. El 10 de febrero de 2010
7. Por Sam Reed, Secretario de Estado
8. NO. 201002054
9. Sello/Estampilla: Sello del Estado de Washington 1889
10. Firma: Dado bajo mi firma y el Sello del Estado de Washington en Olympia, la Capital del Estado. Firmado: Sam Reed, Secretario de Estado



MINISTERIO DE
RELACIONES EXTERIORES

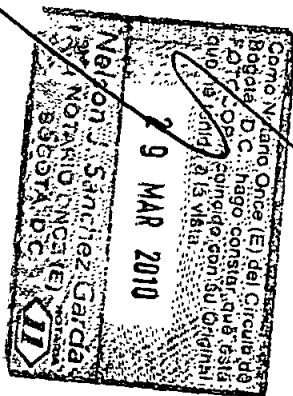
2010 MAR 25 A 10: 32

[Signature]
JEFE DE LEGALIZACIONES
BOGOTA D.C.

NO SE ASUME
RESPONSABILIDAD
DEL TEXTO

013198

[Signature]
Cuya firma aparece en el
DOCUMENTO DESEMPEÑA
AS FUNCIONES INDICADAS



UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

APOSTILLE

*(Convention de la Haye du 5 Octobre 1961)*1. Country: **United States of America**2. This public document has been
signed by:CARVELL D. TAYLOR

3. acting in the capacity of:

Notary Public, state of Washington

4. bears the seal/stamp of:

CARVELL D. TAYLOR**CERTIFIED**

5. at: Olympia, Washington

6. the: 16 day of February, 2010

7. by: Sam Reed, Secretary of State

8. No: 201002300

9. Seal/Stamp:

10. Signature:

Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

en su carácter de inventor /diseñador con domicilios en: 22906 - 11 th Street Southeast, Monroe, WA 98272, Estados Unidos de América. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, Estados Unidos de América. // 10715 Palatine Avenue North, Seattle, WA 98121, Estados Unidos de América. // 18619 Northeast 100th Court, Redmond, WA 98121, Estados Unidos de América.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No.**

a: **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

En prueba de la mutua aceptación de esta cesión ambas partes CEDENTE y CESIONARIO firman el presente documento.

Dado y firmado en

A los Días de De

SCOTT, Ian, Leslie

El Cedente /The Assignor

KUKSA, Vladimir, Aleksandrovich

El Cedente /The Assignor

ORME, Mark, W.

El Cedente /The Assignor

LITTLE, Thomas

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

Este documento debe ser otorgado ante Notario público y legalizado por el Cónsul de Colombia) o por Apostilla

ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

Inventor /designor of domiciled at 22906 - 11 th Street Southeast, Monroe, WA 98272, United States of America. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, United States of America. // 10715 Palatine Avenue North, Seattle, WA 98121, United States of America. // 18619 Northeast 100th Court, Redmond, WA 98121, United States of America.

do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No.**

to **ACUCELA, INC.**

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.

As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Granted and signed at

on this day of of

SCOTT, Ian, Leslie

El Cedente /The Assignor

KUKSA, Vladimir, Aleksandrovich

El Cedente /The Assignor

ORME, Mark, W.

El Cedente /The Assignor

LITTLE, Thomas

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

(This document must be signed before Notary Public and legalized before the Colombian Consul) or by Apostille

Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

GALL, Anna
GAGE, Jennifer
HONG, Feng

en su carácter de inventor /diseñador con domicilios en: 20051 170th Avenue Northeast, Woodinville, WA 98121, Estados Unidos de América. // 15318 62nd Place Northeast, Kenmore, WA 98028, Estados Unidos de América. // 10042 Main Street, Apt 301, Bellevue, WA 98004, Estados Unidos de América.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial No. 09.149.228

a: **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

En prueba de la mutua aceptación de esta cesión ambas partes CEDENTE y CESIONARIO firman el presente documento.

Dado y firmado en
A los Días de De

GALL, Anna

El Cedente /The Assignor

GAGE, Jennifer

Jennifer Gage
El Cedente /The Assignor

HONG, Feng

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

Este documento debe ser otorgado ante Notario público y legalizado por el Cónsul de Colombia) o por Apostilla

ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

GALL, Anna
GAGE, Jennifer
HONG, Feng

Inventor /designor of domiciled at 20051 170th Avenue Northeast, Woodinville, WA 98121, United States of America. // 15318 62nd Place Northeast, Kenmore, WA 98028, United States of America. // 10042 Main Street, Apt 301, Bellevue, WA 98004, United States of America.

do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model No. 09.149.228

to **ACUCELA, INC.**

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.

As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Granted and signed at
on this 11th day of February of 2010

GALL, Anna

El Cedente /The Assignor

GAGE, Jennifer

Jennifer Gage
El Cedente /The Assignor

HONG, Feng

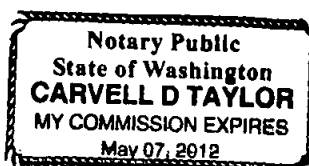
El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

(This document must be signed before Notary Public and legalized before the colombian Consul) or by Apostille

Jennifer Gage
Subscribed and sworn before me
this 11 day of Feb, 2010
[Signature]
Notary Public for the State of Washington
Residing at Seattle



P 2410

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. Country: **United States of America**

2. This public document has been
signed by:

RITA J. HEATHMAN

3. acting in the capacity of:

Notary Public, state of Washington

4. bears the seal/stamp of:

RITA J. HEATHMAN

CERTIFIED

5. at: Olympia, Washington

6. the: 16 day of February, 2010

7. by: Sam Reed, Secretary of State

8. No: 201002299

9. Seal/Stamp:

10. Signature:



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

en su carácter de inventor /diseñador con domicilios en: 22906 - 11 th Street Southeast, Monroe, WA 98272, Estados Unidos de América. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, Estados Unidos de América. // 10715 Palatine Avenue North, Seattle, WA 98121, Estados Unidos de América. // 18619 Northeast 100th Court, Redmond, WA 98121, Estados Unidos de América.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No.**

a: **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE,

ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

Inventor /designor of domiciled at 22906 - 11 th Street Southeast, Monroe, WA 98272, United States of America. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, United States of America. // 10715 Palatine Avenue North, Seattle, WA 98121, United States of America. // 18619 Northeast 100th Court, Redmond, WA 98121, United States of America.

do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No.**

to **ACUCELA, INC.**

with domicile in 21720 23rd Drive SE,

Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

GALL, Anna
GAGE, Jennifer
HONG, Feng

en su carácter de inventor /diseñador con domicilios en: 20051 170th Avenue Northeast, Woodinville, WA 98121, Estados Unidos de América. // 15318 62nd Place Northeast, Kenmore, WA 98028, Estados Unidos de América. // 10042 Main Street, Apt 301, Bellevue, WA 98004, Estados Unidos de América.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No. 09.149.228**

a: **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

GALL, Anna
GAGE, Jennifer
HONG, Feng

Inventor /designor of domiciled at 20051 170th Avenue Northeast, Woodinville, WA 98121, United States of America. // 15318 62nd Place Northeast, Kenmore, WA 98028, United States of America. // 10042 Main Street, Apt 301, Bellevue, WA 98004, United States of America.

do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No. 09.149.228**

to **ACUCELA, INC.**

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.



P 2410

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State
APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. Country: **United States of America**

2. This public document has been
signed by:

MEGAN N. LATTIN

3. acting in the capacity of:

Notary Public, state of Washington

4. bears the seal/stamp of:

MEGAN N. LATTIN

CERTIFIED

5. at: **Olympia, Washington**

6. the: 8 day of March, 2010

7. by: **Sam Reed, Secretary of State**

8. No: 201003114

9. Seal/Stamp:

10. Signature:



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

en su carácter de inventor /diseñador con domicilios en: 22906 - 11 th Street Southeast, Monroe, WA 98272, Estados Unidos de América. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, Estados Unidos de América. // 10715 Palatine Avenue North, Seattle, WA 98121, Estados Unidos de América. // 18619 Northeast 100th Court, Redmond, WA 98121, Estados Unidos de América.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No. 09.149.228**

a: **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

En prueba de la mutua aceptación de esta cesión ambas partes CEDENTE y CESIONARIO firman el presente documento.

Dado y firmado en

A los Días de De

SCOTT, Ian, Leslie

El Cedente /The Assignor

KUKSA, Vladimir, Aleksandrovich

El Cedente /The Assignor

ORME, Mark, W.

El Cedente /The Assignor

LITTLE, Thomas

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

Este documento debe ser otorgado ante Notario público y legalizado por el Cónsul de Colombia) o por Apostilla

ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

Inventor /designor of domiciled at 22906 - 11 th Street Southeast, Monroe, WA 98272, United States of America. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, United States of America. // 10715 Palatine Avenue North, Seattle, WA 98121, United States of America. // 18619 Northeast 100th Court, Redmond, WA 98121, United States of America.

do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No. 09.149.228**

to **ACUCELA, INC.**

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.

As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Granted and signed at
on this **25** day of **Feb** of **2010**

SCOTT, Ian, Leslie

El Cedente /The Assignor

KUKSA, Vladimir, Aleksandrovich

El Cedente /The Assignor

ORME, Mark, W.

El Cedente /The Assignor

LITTLE, Thomas

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

(This document must be signed before Notary Public and legalized before the colombian Consul) or by Apostille



Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

ASSIGNMENT

El (la) abajo firmante (En adelante EL CEDENTE)

The undersigned (Hereinafter THE ASSIGNOR)

GALL, Anna
GAGE, Jennifer
HONG, Feng

GALL, Anna
GAGE, Jennifer
HONG, Feng

en su carácter de inventor /diseñador con domicilios en: 20051 170th Avenue Northeast, Woodinville, WA 98121, Estados Unidos de América. // 15318 62nd Place Northeast, Kenmore, WA 98028, Estados Unidos de América. // 10042 Main Street, Apt 301, Bellevue, WA 98004, Estados Unidos de América.

Inventor /designor of domiciled at 20051 170th Avenue Northeast, Woodinville, WA 98121, United States of America. // 15318 62nd Place Northeast, Kenmore, WA 98028, United States of America. // 10042 Main Street, Apt 301, Bellevue, WA 98004, United States of America.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No**.

do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No**.

a: **ACUCELA, INC.**

to **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.

En prueba de la mutua aceptación de esta cesión ambas partes CEDENTE y CESIONARIO firman el presente documento.

As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Dado y firmado en
A los Días de De

Granted and signed at
on this day of of

GALL, Anna

GALL, Anna

El Cedente /The Assignor

El Cedente /The Assignor

GAGE, Jennifer

GAGE, Jennifer

El Cedente /The Assignor

El Cedente /The Assignor

HONG, Feng

HONG, Feng

El Cedente /The Assignor

El Cedente /The Assignor

Ryo Kubota, President and CEO

Ryo Kubota, President and CEO

El Cesionario/The Assignee

El Cesionario/The Assignee

Este documento debe ser otorgado ante Notario público y legalizado por el Cónsul de Colombia) o por Apostilla

(This document must be signed before Notary Public and legalized before the colombian Consul) or by Apostille

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. Country: **United States of America**2. This public document has been
signed by:ROBIN E. PENTLAND

3. acting in the capacity of:

Notary Public, state of Washington

4. bears the seal/stamp of:

ROBIN E. PENTLAND

CERTIFIED

5. at: Olympia, Washington

6. the: 10 day of February, 2010

7. by: Sam Reed, Secretary of State

8. No: 201002055

9. Seal/Stamp:

10. Signature:

Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

El (la) abajo firmante (En adelante EL CEDENTE)

SCOTT, Ian, Leslie
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en su carácter de inventor /diseñador con domicilios en: 22906 - 11 th Street Southeast, Monroe, WA 98272, Estados Unidos de América. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, Estados Unidos de América. // 10715 Palatine Avenue North, Seattle, WA 98121, Estados Unidos de América. // 18619 Northeast 100th Court, Redmond, WA 98121, Estados Unidos de América.

por el presente documento declara que cede todos y cada uno de los derechos que le corresponden o puedan corresponderle sobre la siguiente invención, modelo de utilidad, diseño industrial **No. 09.149.228**

a: **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

En prueba de la mutua aceptación de esta cesión ambas partes CEDENTE y CESIONARIO firman el presente documento.

Dado y firmado en

A los Días de De

SCOTT, Ian, Leslie

El Cedente /The Assignor

KUKSA, Vladimir, Aleksandrovich

Vladimir Aleksandrovich Kuksa

El Cedente /The Assignor

ORME, Mark, W.

El Cedente /The Assignor

LITTLE, Thomas

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

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ASSIGNMENT

The undersigned (Hereinafter THE ASSIGNOR)

SCOTT, Ian, Leslie
KUKSA, Vladimir, Aleksandrovich
ORME, Mark, W.
LITTLE, Thomas

Inventor /designor of domiciled at 22906 - 11 th Street Southeast, Monroe, WA 98272, United States of America. // 5017 15th Avenue Northeast, Apt. 101, Seattle, WA 98121, United States of America. // 10715 Palatine Avenue North, Seattle, WA 98121, United States of America. // 18619 Northeast 100th Court, Redmond, WA 98121, United States of America.

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to **ACUCELA, INC.**

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.

As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Granted and signed at

on this **2nd** day of **Feb.** of **2010**

SCOTT, Ian, Leslie

El Cedente /The Assignor

KUKSA, Vladimir, Aleksandrovich

Vladimir Aleksandrovich Kuksa

El Cedente /The Assignor

ORME, Mark, W.

El Cedente /The Assignor

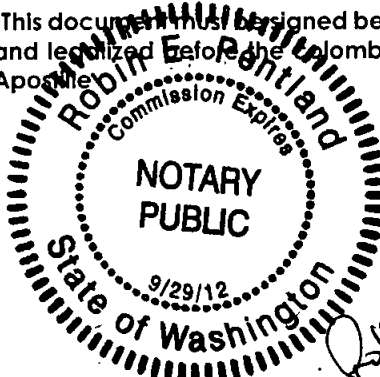
LITTLE, Thomas

El Cedente /The Assignor

Ryo Kubota, President and CEO

El Cesionario/The Assignee

(This document must be signed before Notary Public and legalized before the Colombian Consul) or by Apostille



Clarke, Modet & C^o

COLOMBIA

E-MAIL: info@clarkemodet.com.co
SANTAFÉ DE BOGOTÁ, A.A. 92397 COLOMBIA

CESION

ASSIGNMENT

El (la) abajo firmante (En adelante EL CEDENTE)

The undersigned (Hereinafter THE ASSIGNOR)

GALL, Anna
GAGE, Jennifer
HONG, Feng

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en su carácter de inventor /diseñador con domicilios en: 20051 170th Avenue Northeast, Woodinville, WA 98121, Estados Unidos de América. // 15318 62nd Place Northeast, Kenmore, WA 98028, Estados Unidos de América. // 10042 Main Street, Apt 301, Bellevue, WA 98004, Estados Unidos de América.

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do hereby declares that it assigns all and each of his rights and privileges on the following invention, industrial design, utility model **No. 09. 149. 228**

a: **ACUCELA, INC.**

to **ACUCELA, INC.**

con domicilio en 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, Estados Unidos de América.

with domicile in 21720 23rd Drive SE, Suite 120, Bothell, WA 98021, United States of America.

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As a proof of the mutual acceptance of this assignment, both parties ASSIGNOR and ASSIGNEE sign the present document.

Dado y firmado en
A los Días de De

Granted and signed at
on this 2nd day of Feb of 2010

GALL, Anna

GALL, Anna

El Cedente /The Assignor

El Cedente /The Assignor

GAGE, Jennifer

GAGE, Jennifer

El Cedente /The Assignor

El Cedente /The Assignor

HONG, Feng

HONG, Feng

El Cedente /The Assignor

El Cedente /The Assignor

Ryo Kubota, President and CEO

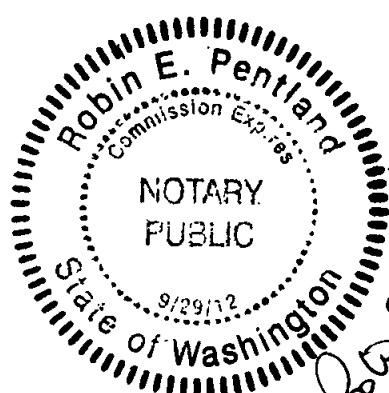
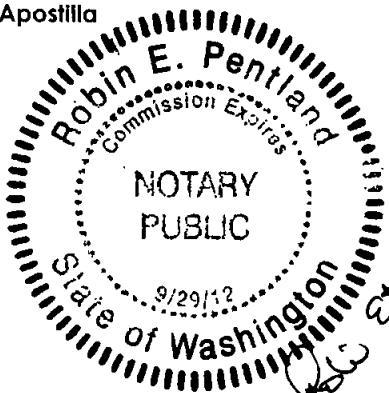
Ryo Kubota, President and CEO

El Cesionario/The Assignee

El Cesionario/The Assignee

Este documento debe ser otorgado ante Notario público y legalizado por el Cónsul de Colombia) o por Apostilla

(This document must be signed before Notary Public and legalized before the colombian Consul) or by Apostille



A 1789456



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

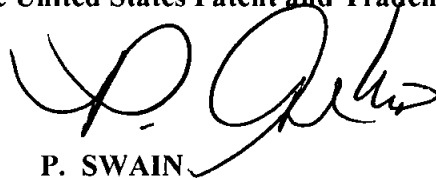
UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

February 24, 2010

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
NOVEMBER 19, 2008.**

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



P. SWAIN
Certifying Officer



PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ian Leslie Scott	09/17/2008
Vladimir Aleksandrovich Kuksa	09/17/2008
Mark W. Orme	09/17/2008
Thomas Little	09/17/2008
Anna Gall	09/17/2008
Jennifer Gage	09/18/2008
Teng Hong	09/17/2008
RECEIVING PARTY DATA	
Name:	Acucela, Inc.
Street Address:	21720 23rd Drive, SE, Suite 120
City:	Bothell
State/Country:	WASHINGTON
Postal Code:	98021
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12217022
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650 493-9300
Email:	klopez@wsgr.com
Correspondent Name:	Katherine Lopez
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	35218-716.201

CH \$40.00 12217022

500708539

PATENT
REEL: 021856 FRAME: 0677

20

NAME OF SUBMITTER:

Katherine Lopez

Total Attachments: 3

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PATENT
REEL: 021856 FRAME: 0678

21

ASSIGNMENT OF APPLICATION

Docket Number 35218-716.201

WHEREAS, the undersigned:

- | | | | |
|------------------------------------|--|---------------------------------|----------------------------------|
| 1. SCOTT, Ian Leslie
Monroe, WA | 2. KUKSA, Vladimir Aleksandrovich
Seattle, WA | 3. ORME, Mark W.
Seattle, WA | 4. LITTLE, Thomas
Redmond, WA |
| 5. GALL, Anna
Woodinville, WA | 6. GAGE, Jennifer
Kenmore, WA | 7. HONG, Feng
Bellevue, WA | |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

ALKYNYL PHENYL DERIVATIVE COMPOUNDS FOR TREATING OPHTHALMIC DISEASES AND DISORDERS

- ☐ for which a United States patent application is executed on even date herewith;
- ☒ for which Application No. 12/217,022 was filed on June 30, 2008 in the United States Patent Office;
- ☐ for which Application No. was filed on in the U.S. Receiving Office of the Patent Cooperation Treaty;
- ☐ for which Application No. was filed on in the Patent Office; and/or
- ☐ for which an application was filed upon which a United States Patent issued on as U.S. Patent No. .

(hereinafter "Application(s)").

WHEREAS, Accucela Inc., a corporation of the State of Washington, having a place of business at 21720 23rd Drive SE, Suite 120, Bothell, Washington 98021, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

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) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. 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 prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. 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.

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

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

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

Date: 9/17/08

Ian Leslie Scott

Date:

Anna Gall

Date: 9/17/08

Vladimir Aleksandrovich Kuksa

Date:

Jennifer Gage

Date: 9/17/08

Mark W. Orme

Date: 9/17/08

Feng Hong

Date: 9/17/08

Thomas Little

ASSIGNMENT OF APPLICATION

Docket Number 35218-716.201

WHEREAS, the undersigned:

- | | | | |
|------------------------------------|--|---------------------------------|----------------------------------|
| 1. SCOTT, Ian Leslie
Monroe, WA | 2. KUKSA, Vladimir Aleksandrovich
Seattle, WA | 3. ORME, Mark W.
Seattle, WA | 4. LITTLE, Thomas
Redmond, WA |
| 5. GALL, Anna
Woodinville, WA | 6. GAGE, Jennifer
Kenmore, WA | 7. HONG, Feng
Bellevue, WA | |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

ALKYNYL PHENYL DERIVATIVE COMPOUNDS FOR TREATING OPHTHALMIC DISEASES AND DISORDERS

- ☐ for which a United States patent application is executed on even date herewith;
- ☒ for which Application No. 12/217,022 was filed on June 30, 2008 in the United States Patent Office;
- ☐ for which Application No. was filed on in the U.S. Receiving Office of the Patent Cooperation Treaty;
- ☐ for which Application No. was filed on in the Patent Office; and/or
- ☐ for which an application was filed upon which a United States Patent issued on , as U.S. Patent No. .

(hereinafter "Application(s)").

WHEREAS, Arucela Inc., a corporation of the State of Washington, having a place of business at 21720 23rd Drive SE, Suite 120, Bothell, Washington 98021, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

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

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
- 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 prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 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.
- Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

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

Date: _____	_____	Date: <u>Sept. 17, 2008</u>	<u>Anna Gall</u>
	Ian Leslie Scott		Anna Gall
Date: _____	_____	Date: _____	_____
	Vladimir Aleksandrovich Kuksa		Jennifer Gage
Date: _____	_____	Date: _____	_____
	Mark W. Orme		Feng Hong
Date: _____	_____		
	Thomas Little		

ASSIGNMENT OF APPLICATION

Docket Number 35218-716.201

WHEREAS, the undersigned:

- | | | | |
|------------------------------------|--|---------------------------------|----------------------------------|
| 1. SCOTT, Ian Leslie
Monroe, WA | 2. KUKSA, Vladimir Aleksandrovich
Seattle, WA | 3. ORME, Mark W.
Seattle, WA | 4. LITTLE, Thomas
Redmond, WA |
| 5. GALL, Anna
Woodinville, WA | 6. GAGE, Jennifer
Kenmore, WA | 7. HONG, Feng
Bellevue, WA | |

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

ALKYNYL PHENYL DERIVATIVE COMPOUNDS FOR TREATING OPHTHALMIC DISEASES AND DISORDERS

- ☐ for which a United States patent application is executed on even date herewith;
- ☒ for which Application No. 12/217,022 was filed on June 30, 2008 in the United States Patent Office;
- ☐ for which Application No. was filed on in the U.S. Receiving Office of the Patent Cooperation Treaty;
- ☐ for which Application No. was filed on in the Patent Office; and/or
- ☐ for which an application was filed upon which a United States Patent issued on , as U.S. Patent No. .

(hereinafter "Application(s)").

WHEREAS, Acucela Inc., a corporation of the State of Washington, having a place of business at 21720 23rd Drive SE, Suite 120, Bothell, Washington 98021, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

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

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
- 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 prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 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.
- Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

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

Date: _____	_____	Date: _____	_____
	Ian Leslie Scott		Anna Gall
Date: _____	_____	Date: <u>9/18/08</u>	<u>Jennifer Gage</u>
	Vladimir Aleksandrovich Kuksa		Jennifer Gage
Date: _____	_____	Date: _____	_____
	Mark W. Orme		Feng Hong
Date: _____	_____		
	Thomas Little		

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RECORDED: 11/19/2008

PATENT
REEL: 021856 FRAME: 0681

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