

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IMI INTELLIGENT MEDICAL IMPLANTS AG		06/03/2014	CORPORATION: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PIXIUM VISION SA		
<b>Street Address:</b>	13, rue Moreau		
<b>Internal Address:</b>	Institut de la Vision		
<b>City:</b>	Paris		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	75012		
<b>Entity Type:</b>	CORPORATION: FRANCE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3786348	INTELLIGENT RETINAL IMPLANT SYSTEM	
<b>Registration Number:</b>	4210483	INTELLIGENT RETINAL IMPLANT SYSTEM	
<b>Registration Number:</b>	4021137	IRIS	
<b>Registration Number:</b>	3876314	IRIS INTELLIGENT RETINAL IMPLANT SYSTEM	
<b>Registration Number:</b>	3495989	IMI INTELLIGENT MEDICAL IMPLANTS	
<b>Registration Number:</b>	4065160	IMI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2015870715		
<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>	2014875800		
<b>Email:</b>	info@kjiplaw.com		
<b>Correspondent Name:</b>	Klauber & Jackson		
<b>Address Line 1:</b>	25 East Spring Valley Avenue		
<b>Address Line 2:</b>	Suite 160		
<b>Address Line 4:</b>	Maywood, NEW JERSEY 07607		
<b>ATTORNEY DOCKET NUMBER:</b>	2940-3-001/1A/2/3/4/5		
<b>NAME OF SUBMITTER:</b>	David A. Jackson		

OP \$165.00 3786348

<b>SIGNATURE:</b>	/David A. Jackson/
<b>DATE SIGNED:</b>	07/16/2014
<b>Total Attachments: 6</b> source=2940 EXEC ASSIGN IMI TO PIXIUM#page1.tif source=2940 EXEC ASSIGN IMI TO PIXIUM#page2.tif source=2940 EXEC ASSIGN IMI TO PIXIUM#page3.tif source=2940 EXEC ASSIGN IMI TO PIXIUM#page4.tif source=2940 EXEC ASSIGN IMI TO PIXIUM#page5.tif source=2940 EXEC ASSIGN IMI TO PIXIUM#page6.tif	

## ASSIGNMENT

WHEREAS IMI Intelligent Medical Implants AG, a Switzerland corporation, having a principal place of business at Gotthardstrasse 3, Zug, 6304 Switzerland, hereinafter called "ASSIGNOR," is the owner of certain United States Trademark Registrations, and of the Trademarks of said Registrations and the good will associated therewith identified as follows below:

<u>TRADEMARK</u>	<u>U.S. REG. NO.</u>	<u>DATE OF ISSUANCE</u>
INTELLIGENT RETINAL IMPLANT SYSTEM	3,786,348	May 4, 2010
INTELLIGENT RETINAL IMPLANT SYSTEM	4,210,483	September 18, 2012
IRIS	4,021,137	September 6, 2011
IRIS INTELLIGENT RETINAL IMPLANT SYSTEM	3,876,314	November 16, 2010
IMI INTELLIGENT MEDICAL IMPLANTS	3,495,989	September 2, 2008
IMI	4,065,160	December 6, 2011

WHEREAS Pixium Vision SA, a France corporation, having its principal offices at Institut de la Vision, 13, rue Moreau, 75012 Paris, France, hereinafter called "ASSIGNEE" desires to acquire all right, title and interest in and to the Trademarks, the Registrations, and to the trade identification and good will symbolized thereby;

NOW THEREFORE, for such good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred and set over, unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the Trademarks, the Registrations and the good will of the business symbolized by the Trademarks and the Registrations, to be held and enjoyed by ASSIGNEE, its successors and assigns, for its own use and

behoof and for the use and behoof of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Agreement had not been made, together with all claims for damages by reason of past infringement of the Trademarks and/or the Registrations and the Applications and the right to sue for damages and collect the same for its own use and behoof, and for the use and behoof of its successors and assigns.

ASSIGNOR hereby covenants and agrees that it will at the request and expense of ASSIGNEE, execute or have executed any and all other instruments, and do all other acts which ASSIGNEE, its successors and assigns, may deem necessary or expedient in order to protect, and vest in ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the said Trademarks and the Federal Trademark Registrations presently issued thereon and listed above, and the pending Applications listed above.

IN TESTIMONY WHEREOF, ASSIGNOR has caused these presents to be duly executed this 3<sup>RD</sup> day of JUNE, 2014.

IMI INTELLIGENT MEDICAL IMPLANTS AG

By: [Signature]

Name: Timothy Haines

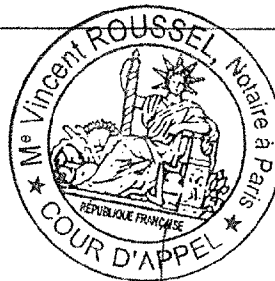
Title: President, Board of Administration

COUNTY OF )  
STATE OF )  
COUNTRY OF )

CERTIFICATION OF SIGNATURE :  
Maître Vincent ROUSSEL,  
Notaire in PARIS, Quai Voltaire  
notwithstanding the contents of the preceding texts,  
nor conferring any legal value thereupon  
certifies and affirms that the signature(s) above  
is that/are those of R Hill  
In PARIS (FRANCE).  
dated 03/06/2014

By: [Signature]  
Name: Robert Hill

Title: \_\_\_\_\_



On this 3 day of JUNE, 2014, before me personally appeared Robert Hill and ~~Timothy Haines~~, who acknowledged himself to be the President, Board of Administration of IMI Intelligent Medical Implants AG, a Switzerland Corporation, that he, as such officer being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the corporation as such officer.

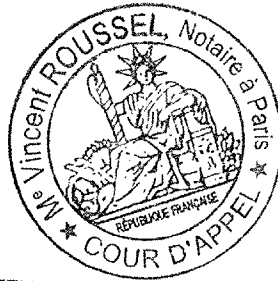
IN WITNESS WHEREOF, I have hereto set my hand and official seal.

NOTARY PUBLIC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires

(SEAL)



CERTIFICATION OF SIGNATURE :  
Maître Vincent ROUSSEL,  
Notaire in PARIS, Quai Voltaire  
notwithstanding the contents of the preceding *texte*,  
nor conferring any legal value thereupon  
certifies and affirms that the signature(s) above  
is that/are those of *A. HILL*  
In PARIS (FRANCE),  
dated *03/06/2014*

A handwritten signature in black ink, appearing to be "A. Hill".

A large, stylized handwritten signature in black ink, possibly reading "HILL".

ASSIGNMENT

WHEREAS IMI Intelligent Medical Implants AG, a Switzerland corporation, having a principal place of business at Gotthardstrasse 3, Zug, 6304 Switzerland, hereinafter called "ASSIGNOR," is the owner of certain United States Trademark Registrations, and of the Trademarks of said Registrations and the good will associated therewith identified as follows below:

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**TRADEMARK**  
**REEL: 005323 FRAME: 0464**

behoof and for the use and behoof of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Agreement had not been made, together with all claims for damages by reason of past infringement of the Trademarks and/or the Registrations and the Applications and the right to sue for damages and collect the same for its own use and behoof, and for the use and behoof of its successors and assigns.

ASSIGNOR hereby covenants and agrees that it will at the request and expense of ASSIGNEE, execute or have executed any and all other instruments, and do all other acts which ASSIGNEE, its successors and assigns, may deem necessary or expedient in order to protect, and vest in ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the said Trademarks and the Federal Trademark Registrations presently issued thereon and listed above, and the pending Applications listed above.

IN TESTIMONY WHEREOF, ASSIGNOR has caused these presents to be duly executed this 7 day of MAY, 2014.

IMI INTELLIGENT MEDICAL IMPLANTS AG

By: [Signature]

Name: Timothy Haines

Title: President, Board of Administration

~~COUNTRY OF~~ London )

~~STATE OF~~ England )

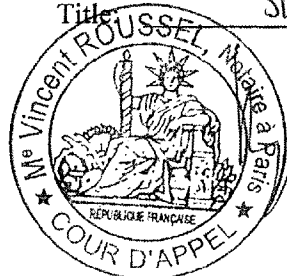
~~COUNTRY OF~~ )

CERTIFICATION OF SIGNATURE :  
 Maître Vincent ROUSSEL,  
 Notaire in PARIS, Quai Voltaire  
 notwithstanding the contents of the preceding nor conferring any legal value thereupon certifies and affirms that the signature(s) above is that/are those of R Hill  
 In PARIS (FRANCE),  
 dated 03/05/2014

By: [Signature]

Name: Robert Hill

Title: SIGNATUREE



On this 7th day of May, 2014, before me personally appeared ~~Robert Hill~~ and Timothy Haines, who acknowledged himself to be the President, Board of Administration of IMI Intelligent Medical Implants AG, a Switzerland Corporation, that he, as such officer being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the corporation as such officer.



IN WITNESS WHEREOF, I have hereto set my hand and official seal.

NOTARY PUBLIC

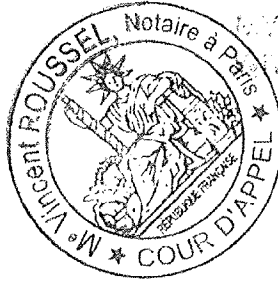
David Noel Lloyd FAWCETT

Print Name

*[Handwritten signature]*

My Commission Expires WITH LIFE

D.N.L. FAWCETT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
WITH LIFE



**CERTIFICATION OF SIGNATURE :**

Maître Vincent ROUSSEL,  
Notaire in PARIS, Quai Voltaire  
notwithstanding the contents of the preceding texts,  
nor conferring any legal value thereupon  
certifies and affirms that the signature(s) above  
is that/are those of *N. Hill*  
In PARIS (FRANCE),  
dated *03/06/2014*.

*[Handwritten signature]*

*[Large handwritten signature]*