

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448495

<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>
Oraya Therapeutics, Inc.		03/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carl Zeiss Meditec, Inc.		
<b>Street Address:</b>	5160 Hacienda Drive		
<b>City:</b>	Dublin		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94568		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4023056	IRAY	
<b>Registration Number:</b>	3998426	ORAYA	
<b>Registration Number:</b>	3998427	ORAYA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123701819		
<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>	212 661 1400		
<b>Email:</b>	ddonnelly@vonmaltitz.com		
<b>Correspondent Name:</b>	Diane Donnelly		
<b>Address Line 1:</b>	von Maltitz, Derenberg, Kunin, et al		
<b>Address Line 2:</b>	60 East 42nd Street, Suite 2446		
<b>Address Line 4:</b>	New York, NEW YORK 10165		
<b>NAME OF SUBMITTER:</b>	Diane Donnelly		
<b>SIGNATURE:</b>	/Diane Donnelly/		
<b>DATE SIGNED:</b>	10/25/2017		
<b>Total Attachments: 7</b>			
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## TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment ("*Assignment*") is effective as of this 15<sup>th</sup> day of March, 2016 (the "*Effective Date*") by and between Oraya Therapeutics, Inc., a corporation having its principal place of business at 7999 Gateway Boulevard #100, Newark, CA 94560 (hereinafter "*Assignor*") and Carl Zeiss Meditec, Inc., a corporation having its principal place of business at 5160 Hacienda Drive, Dublin, CA 94568, its successors, legal representatives and assigns (hereinafter "*Assignee*").

WHEREAS, Assignor owns the entire right, title and interest in the trademarks and corresponding trademark registrations set forth in SCHEDULE A (collectively the "*Trademarks*");

WHEREAS, Assignor owns the entire right, title and interest in the copyright rights and the underlying works of authorship set forth in SCHEDULE B (collectively the "*Works*"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Trademarks, together with that portion of the Assignor's business to which the Trademarks pertained and all goodwill associated with and symbolized by the Trademarks; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Works together with that portion of the Assignor's business to which the Works pertained and all goodwill associated with and symbolized by the Works.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Trademarks and the Works (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademarks or the Works, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed and delivered as of the date first written above.

ASSIGNOR:

ORAYA THERAPEUTICS, INC.

*James L Taylor*

By: .....

Name: James Taylor

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006189 FRAME: 0610**

IN WITNESS WHEREOF, each party has caused this Assignment to be executed and delivered as of the date first written above.

ASSIGNEE:

CARL ZEISS MEDITEC, INC.

By: 

Name: Ralf Kuschnerreit

Title: President and Chief Executive Officer

By: 

Name: Stefan Müller

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006189 FRAME: 0611**

SCHEDULE A



TRADEMARKS

**OUTSTANDING TRADEMARKS**

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date
IRAY	US	77/401,907	2/20/08	4023056	09/06/11
IRay	CTM (European Community)	006966411	6/5/08	00696641 1	01/29/09
ORAYA	US	77/287,190	9/24/07	3,998,426	07/19/11
ORAYA	US	7/287,193	9/24/07 7	3,998,427	07/19/11
ORAYA	CTM (European Community)	006376909	10/18/07	00637690 9	08/05/08

The following trademarks were acquired from NeoVista, Inc. pursuant to an Asset Purchase Agreement, but have not yet been registered with the USPTO. These marks are not material to the Company

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date
ANV	US	77/512,168	7/1/2008	3,920,172	02/15/2011

Mark	Country	App No.	Filing Date	Reg. No.	Reg. Date	Class
	US	77/511,498	6/30/2008	3,920,169	02/15/2011	05, 10
	US	77/484,792	5/28/2008	3,920,155	02/15/2011	05, 10
A	US	77/074,190	1/2/2007	3,390,863	03/04/2008	10
	US	77/073,605	12/29/2006	3,377,195	02/05/2008	10



**SCHEDULE B**

**WORKS**

None