

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722549

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900681303		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omeros Corporation		12/23/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Rayner Surgical, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4740003	OMIDRIA	
Registration Number:	4740002	OMIDRIA	
Registration Number:	4740001		
Registration Number:	5771575		
Registration Number:	4732094	OMIDRIA	
Registration Number:	4990316	OMIDRIASSURE	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
<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:	3038639700		
Email:	sschneider@sheridanross.com		
Correspondent Name:	Sarah J. Schneider		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 2:	Sheridan Ross P.C.		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	8135RS-1		
NAME OF SUBMITTER:	Sarah J. Schneider		
SIGNATURE:	/Sarah J. Schneider/		

DATE SIGNED:

04/20/2022

Total Attachments: 8

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page1.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page2.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page3.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page4.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page5.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page6.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page7.tif

source=Executed Assignment from Omeros Corporation to Rayner Surgical Inc 211223 ECC06019QQ
(2)_Redacted#page8.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and executed as of December 23, 2021 at 12:01 a.m. Eastern Time (the "Effective Date") by and between Omeros Corporation, a Washington corporation ("Assignor"), and Rayner Surgical Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as "Party" and collectively as the "Parties."

WHEREAS, pursuant to, and upon the terms and subject to the conditions of, that Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of December 1, 2021, by and among Assignor, Assignee and, [REDACTED] Assignor has agreed to, [REDACTED] sell, transfer, convey and assign to Assignee, and Assignee has agreed to purchase and accept [REDACTED] the trademarks identified on Exhibit A attached hereto and all unregistered and common law rights in those trademark (the "Assigned Marks");

WHEREAS, Assignor is the sole and exclusive owner of the Assigned Marks, as shown on Exhibit A; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from each Assignor, as a successor to that portion of the business of the Assignor to which the Assigned Marks pertains, which business is ongoing and existing, all of Assignor's rights, title and interest in and to the Assigned Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and in the Asset Purchase Agreement, and other good and valuable consideration contained herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. [REDACTED]

2. Assignment. Effective as of the Effective Date and subject to [REDACTED] the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Assigned Marks, as well as all goodwill associated with or symbolized thereby, and all rights to bring an Action, whether at law or in equity, after the Effective Date, for past, present or future infringements or misappropriations of the Assigned Marks against any Person and all rights to obtain or recover any damages, profits, injunctive relief and other relief with respect thereto.

3. [REDACTED]

[REDACTED]

4. [REDACTED]

5. [REDACTED]

6. No Benefit to Third Parties. The covenants and agreements set forth in this Assignment are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring any rights on any other Persons.

7. Entire Agreement. This Assignment, including the Exhibits attached hereto, and the Asset Purchase Agreement constitute the entire understanding and agreement between the Parties and supersede any prior understandings, agreements or representations by or among the Parties, whether written or oral, that may have related in any way to the subject matter hereof.

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

[REDACTED]

11. [REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

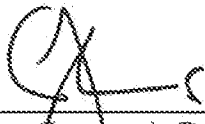
13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment and any amendments hereto, to the extent signed and delivered by means of digital imaging and electronic mail or a facsimile machine, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in its name by a duly authorized representative effective as of the Effective Date.

ASSIGNOR:

OMEROS CORPORATION

By: 
Name: Gregory A. Demopoulos, M.D.
Title: Chairman and Chief Executive
Officer

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed in its name by a duly authorized representative effective as of the Effective Date.

ASSIGNOR:

OMEROS CORPORATION

By: _____

Name:

Title:

ASSIGNEE:

RAYNER SURGICAL INC.


By: *Darren Millington*
By: Darren Millington (Dec 22, 2023 10:56 AM)










Name: Darren Michael Millington

Title: Director

Exhibit A – Assigned Marks

1.

Mark	Image	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country	Classes
OMI		88146580	10/8/2018			Allowed	United States of America	05
Omi Design		88146534	10/8/2018	5771575	6/4/2019	Registered	United States of America	05
OMIDRIA		1795095	7/30/2016	1308332	3/2/2017	Registered	Australia	05
OMIDRIA		1308332	7/30/2016	1308332	12/14/2016	Registered	Bahrain	05
OMIDRIA		1794230	8/3/2016	TMA1.035.057	7/3/2019	Registered	Canada	05
OMIDRIA		1308332	7/30/2016	1308332	10/24/2017	Registered	China	05
OMIDRIA		1308332	7/30/2016	577556	11/14/2017	Registered	Colombia	05
OMIDRIA		1308332	7/30/2016	1308332	2/10/2017	Registered	European Union Intellectual Property Office	05
OMIDRIA		11786464	5/2/2013	11786464	9/25/2013	Registered	European Union Intellectual Property Office	05, 42, 44
OMIDRIA		3393306	7/30/2016	3393306	9/25/2017	Registered	India	05
OMIDRIA		2792422	8/18/2014	2792422	9/19/2017	Registered	India	05
OMIDRIA		74290	6/12/2017			Published	Iraq	05
OMIDRIA		1308332	7/30/2016	287780	3/4/2018	Registered	Israel	05
OMIDRIA		2013-78942	10/9/2013	5647502	2/7/2014	Registered	Japan	05
OMIDRIA		151653	10/24/2016	151653	12/26/2017	Registered	Jordan	05
OMIDRIA		184511	10/24/2016	150774	6/20/2017	Registered	Kuwait	05
OMIDRIA		58573	10/27/2016	176636	11/10/2016	Registered	Lebanon	05
OMIDRIA		1308332	7/30/2016	1308332	9/8/2016	Registered	Madrid Protocol	05
OMIDRIA		1795076	7/30/2016	1791115	8/28/2017	Registered	Mexico	05
OMIDRIA		1050564	7/30/2016	1050564	1/31/2017	Registered	New Zealand	05
OMIDRIA		1308332	7/30/2016	1308332	8/5/2018	Registered	Oman	05
OMIDRIA		109933	11/9/2016	109933	3/22/2018	Registered	Qatar	05
OMIDRIA		1308332	7/30/2016	1308332	5/8/2017	Registered	Republic of Korea	05
OMIDRIA		1438003506	11/10/2016	1438003506	2/1/2017	Registered	Saudi Arabia	05
OMIDRIA		40201614899Y	7/30/2016	1308332	1/19/2017	Registered	Singapore	05
OMIDRIA		264635	12/13/2016	264635	7/26/2017	Registered	United Arab Emirates	05
OMIDRIA		1308332	7/30/2016	1308332	12/29/2016	Registered	United Kingdom	05
OMIDRIA		11786464	5/2/2013	UK00911786464	9/25/2013	Registered	United Kingdom	05, 42, 44
OMIDRIA		1308332	7/30/2016	UK00800138332	2/10/2017	Registered	United Kingdom	05
OMIDRIA		85912133	4/23/2013	4732094	5/5/2015	Registered	United States of America	05
OMIDRIA		77140	12/7/2016	77140	12/7/2016	Registered	Yemen	05

Mark	Image	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country	Classes
OMIDRIA & Design		86123589	11/19/2013	4740002	5/19/2015	Registered	United States of America	05
OMIDRIA & Design (b/w)		12330106	11/20/2013	12330106	4/21/2014	Registered	European Union Intellectual Property Office	05, 42, 44
OMIDRIA & Design (b/w)		2014-6592	1/30/2014	5671632	5/23/2014	Registered	Japan	05
OMIDRIA & Design (b/w)		12330106	11/20/2013	UK00912330106	4/21/2014	Registered	United Kingdom	05, 42, 44
OMIDRIA & Design (Color)		12330114	11/20/2013	12330114	4/21/2014	Registered	European Union Intellectual Property Office	05, 42, 44
OMIDRIA & Design (color)		2014-6593	1/30/2014	5671633	5/23/2014	Registered	Japan	05
OMIDRIA & Design (Color)		12330114	11/20/2013	UK00912330114	4/21/2014	Registered	United Kingdom	05, 42, 44
OMIDRIA (Stylized) & Design		86123592	11/19/2013	4740003	5/19/2015	Registered	United States of America	05
OMIDRIASSURE		86718187	8/7/2015	4990316	6/28/2016	Registered	United States of America	36
OMIDRYA		11786531	5/2/2013	11786531	9/25/2013	Registered	European Union Intellectual Property Office	05, 42, 44
OMIDRYA		11786531	5/2/2013	UK00911786531	9/25/2013	Registered	United Kingdom	05, 42, 44
OMIDRYA		85912150	4/23/2013			Abandoned	United States of America	05
OMYDRA		11786548	5/2/2013	11786548	9/24/2013	Registered	European Union Intellectual Property Office	05, 42, 44
OMYDRA		11786548	5/2/2013	UK00911786548	9/25/2013	Registered	United Kingdom	05, 42, 44
OMYDRA		85912169	4/23/2013			Abandoned	United States of America	05
Wreath Design		86123585	11/19/2013	4740001	5/19/2015	Registered	United States of America	05

■ [REDACTED]
[REDACTED]
■ [REDACTED]
[REDACTED]