

08-14-2001



HEET

U.S. DEPARTMENT OF COMMERCE

Patent And Trademark Office

To the Honorable Commissioner of Patents and T

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its or copy thereof.

## 1. Name of conveying party(ies):

BioTrack, Inc.

8-6-01

## Name and address of receiving party(ies):

Name: Foley Hoag &amp; Eliot LLP

6 2001

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Execution Date: March 9, 2001

Street Address: One Post Office Square

City: Boston

State: MA

Zip 02109

Additional name(s) & addresses attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the filing date of the application is:

A. Patent Application No.(s) 09/565,183

B. Patent No.(s): 6,119,033

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Foley, Hoag &amp; Eliot, LLP

Internal Address: Patent Group - Kevin A. Oliver

Street Address: One Post Office Square

City: Boston State: MA ZIP 02109

## 6. Total number of applications and patents involved (2)

7. Total Fee (37 CFR 3.14) ..... \$ ~~40~~ 80☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

06-1448, Ref.

(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kevin A. Oliver and Reg. No. 42,049

Name of Person Signing and Reg. No.

Signature

August 2, 2001

Date

Total number of pages including cover sheet, attachments, and document: (3)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

08/13/2001 6TON11 00000186 09565183

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PATENT  
REEL: 012043 FRAME: 0670

## ASSIGNMENT OF PATENTS

WHEREAS **BioTrack, Inc.** ("Assignor") is the owner of U.S. Patent No. 6,119,033 entitled "Method of monitoring a location of an area of interest within a patient during a medical procedure" and a patent application numbered USSN 09/565183, filed May 3, 2000, entitled "Systems and methods for targeting a breast lesion" (the "Assigned Patents"), having full right to convey its entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, **Foley, Hoag & Eliot LLP** ("Assignee"), with a principal place of business at **One Post Office Square, Boston, MA, 02109**, a limited liability partnership organized and existing under the laws of **Massachusetts**, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

WHEREAS, Assignor has granted a security interest in the Assigned Patents to the Assignee and has agreed to assign the Assigned Patents to the Assignee upon the occurrence of "Event of Default" as that term is defined in the Security Agreement dated as of March 8, 2001 between Assignee and Assignor (the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned Assignor does hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, effective upon the occurrence of "Event of Default" as that term is defined in the Security Agreement, its entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid Assigned Patents; in any form or embodiment thereof, and in and to the aforesaid Assigned Patents; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

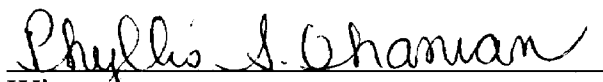
The undersigned Assignor further agrees, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned has caused this Assignment of Patents to be executed as a document under seal by an officer thereunto duly authorized on the date after his signature below.

BIOTRACK, INC.

By:  3/9/01  
Thomas O'Brien, President Date

On this the 9 day of March, 2001, before me personally appeared \_\_\_\_\_, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

  
Witness

comm. Expires 7/9/04