## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Phillip M. Leopold	11/20/2006
Zachary R. Nicoson	11/15/2006

## **RECEIVING PARTY DATA**

Name:	Suros Surgical Systems, Inc.
Street Address:	6100 Technology Drive
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46278

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11561919

### **CORRESPONDENCE DATA**

Fax Number: (248)594-0610

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (248) 594-0600

Email: klm@raderfishman.com

Correspondent Name: Kristin L. Murphy

Address Line 1: 39533 Woodward Avenue

Address Line 2: Suite 140

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	65937-0160
NAME OF SUBMITTER:	Kristin L. Murphy

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> PATENT REEL: 018542 FRAME: 0409

Form <b>PTO-1595</b> (Rev. 08/05) DMB No. 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office			
RECORDATION FOR				
PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please	record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):	2. Name and address of receiving party(les)			
Phillip M. Leopold (11/20/2006) and Zachary R. Nicoson (11/15/2006)	Name: Suros Surgical Systems, Inc.			
	Internal Address:			
Additional name(s) of conveying party(ies) attached? Yes X No	Street Address:			
3. Nature of conveyance/Execution Date(s):				
Execution Date(s): in parentheses after inventor name	Northwest Technology Center 6100 Technology Center Drive			
X Assignment Merger Change of Name	o red radinology defice bijve			
Security Agreement Joint Research Agreement	City:Indianapolis			
Government Interest Assignment	State: Indiana			
Executive Order 9424, Confirmatory License	Country: United States of America Zip: 46278			
Other	Additional name(s) & address(es) Yes X No			
	attached?			
4. Application or patent number(s):	This document is being filed together with a new application.			
A. Patent Application No.(s)	B. Patent No.(s)			
This application				
•				
Additional numbers attached	Yes X No			
5. Name and address to whom correspondence concerning document should be malled:	6. Total number of applications and patents involved:			
Name: Kristin L. Murphy RADER, FISHMAN & GRAUER PLLC	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00			
Internal Address: Atty. Dkt.: 65937-0160	Authorized to be charged by credit card			
Street Address: 39533 Woodward Avenue	X Authorized to be charged to deposit account			
Suite 140	Enclosed			
	1 1 1 1110:0500			

Bloomfield Hills

Zip:

(248) 594-0647

(248) 594-0610

klm@raderfishman.com

Kristin L. Murphy - 41,212 Name of Person Signing

Signature

48304

City:

State:

Phone Number:

Fax Number:

Email Address: 9. Signature:

PATENT

None required (government interest not affecting title)

18-0013

November 21, 2006

Date

Total number of pages including cover sheet, attachments, and documents:

Last 4 Numbers

**Expiration Date** 

Authorized User Name Kristin L. Murphy

8. Payment information

b. Deposit Account Number

a. Credit Card

**REEL: 018542 FRAME: 0410** 

#### ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 20<sup>th</sup> day of November, 2006, by Phillip M. Leopold and Zachary R. Nicoson (hereinafter referred to as Assignors), residing at 118 Stone Marsh Lane, North Barrington, Illinois 60010; and 6149 Primrose Avenue, Indianapolis, Indiana 46220, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SITE MARKER VISIBLE UNDER MULTIPLE MODALITIES, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Suros Surgical Systems, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at Northwest Technology Center, 6100 Technology Center Drive, Indianapolis, Indiana 46278 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may

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PATENT REEL: 018542 FRAME: 0411 same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

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with the rules of the United States Patent and Trademark Office for recordation of this document:

# RADER, FISHMAN & GRAUER PLLC

All practitioners at Customer Number 10291

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

	Ballom Jeogot
****	Phillip M. Leopold
Date: 11/20/2004	
United States of America )	
State of ////n0/15 ss.:	
County of <u>Lake</u> )	
On this 20 th day of November personally came Phillip M. Leopold described in and who executed the foregoing instrur	
of the same.	Julin L. Benstein
"OFFICIAL SEAL"  MELISSA L. BENSTEIN  Notary Public, State of Illinois  My Commission Expires 04/27/10	lotary Public

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		Zaynary R. Micoson
Date:/	06	
United States of Amer	rica )	
State of	Indiana ) ss.:	
County of	Boone )	
On this 15th	day of November,	_2006_, before me
personally came	Zachary R. Nicoson	_, to me known to be the individual
described in and who	executed the foregoing instrument	, and acknowledged execution
of the same.	$ \emptyset $	Seryl E. Lambert
	Notar	y Public

Sheryl E. Lambert Notary Public, State Of Indiana Hendricks County My Commission Expires February 4, 2012

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**RECORDED: 11/21/2006**