

FORM PTO-1595 (Substitute)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

PATENTS ONLY

Patent and Trademark Office

(Rev. 8-96)

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fischer Imaging Corporation

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Security Assignment☐ Other☐ Merger☐ Change of Name

Execution Date(s): September 28, 2005

2. Name and address of receiving party(ies):

Name: Hologic, Inc.

Internal Address:

Street Address: 35 Crosby Drive

City/State/Zip: Bedford, MA 01730-1401

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

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is (are):

A. Patent Application No.(s) S.N. 10/412,736

B. Patent No.(s) 7,092,482

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ivan S. Kavrukov, Esq.

Internal Address:

Street Address: Cooper & Dunham LLP

1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41):\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

03-3125

DO NOT USE THIS SPACE

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.

Paul Teng, Reg. No. 40,837

Name of Person Signing

Signature

December 1, 2006

Date

Total Number of pages including cover sheet, attachments and document: 10

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of September __, 2005 (the "Effective Date") by and among **Fischer Imaging Corporation**, a Delaware corporation ("Assignor"), and **Hologic, Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 22, 2005 (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Assigned Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Patents, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Patents.

Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth herein, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Patents and to defend and compromise any and all actions, suits and proceedings in respect of any of said Patents and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

Upon the request of Assignee or in case for any reason the Power of Attorney set forth in herein is insufficient to effect the assignment set forth above, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

This Patent Assignment is subject to the terms and provisions of the Agreement and in the event of a conflict between this Patent Assignment and the Agreement, the terms of the Agreement shall control.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

"ASSIGNOR"

FISCHER IMAGING CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

"ASSIGNEE"

HOLOGIC, INC.,
a Delaware corporation

By: Glenn P. Muir
Name: Glenn P. Muir
Title: Executive Vice President Finance and
Administration, Treasurer and Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

"ASSIGNOR"

FISCHER IMAGING CORPORATION,
a Delaware corporation

By: [Signature]
Name: Steven L. Durrill
Title: President + CEO

"ASSIGNEE"

HOLOGIC, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO

)
) ss.
)

COUNTY OF ADAMS

On this 28th day of September, 2005, before me, the undersigned notary public, personally appeared Steven L. Durnik (name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for _____, a corporation)
(as CEO for Esoter Imaging, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (s) (the) _____)

Richard M. DeVine (official signature and seal of notary)

My commission expires 4-9-2007

SCHEDULE 1**Intellectual Property**

Neither Seller nor its counsel have documentary records or files related to those items designated with ().*

Issued Patents (Active, does not include Abandoned/Expired Patents)

5,078,142 (US)	Precision Mammographic Needle Biopsy System
5,240,011 (US)	Motorized Biopsy Needle Positioner
5,386,447 (US)	Mammographic Screening and Biopsy Apparatus
5,409,497 (US)	Orbital Aiming Device For Mammo Biopsy
5,415,169 (US)	Motorized Mammographic Biopsy Apparatus
5,526,394 (US)	Digital Scan Mammography Apparatus
5,569,266 (US)	Magnetic Resonance Imaging Device Useful for Guiding a Medical Instrument
5,735,264 (US)	Motorized Mammographic Biopsy Apparatus
5,776,062 (US)	Enhanced Breast Imaging/Biopsy System Employing Targeted Ultrasound
5,803,912 (US)	Positioning Function Mammographic Biopsy Function System with Offset [Mammographic Biopsy System with Offset Positioning Function]
5,917,881 (US)	Digital Scan Mammography Apparatus Utilizing Velocity Adaptive Feedback
6,022,325 (US)	Mammographic Biopsy Apparatus
6,102,866 (US)	Enhanced Breast Imaging/Biopsy System Employing Targeted Ultrasound
6,459,925 (US)	User Interface System for Mammographic Imager
6,678,546 B2 (US)	Medical Instrument Guidance Using Stereo Radiolocation
6,846,289 (US)	Integrated X-ray and Ultrasound Medical Imaging System
6,891,920 (US)	Automated Background Processing Mammographic Image Data
0783266 (Europe)	Magnetic Resonance Imaging Device Useful for Guiding a Medical Instrument

PATENT**REEL: 018584 FRAME: 0371**

0783266 (France)	Magnetic Resonance Imaging Device Useful for Guiding a Medical Instrument
69432605.4-08 (Germany)	Magnetic Resonance Imaging Device Useful for Guiding a Medical Instrument
0730814 (Europe)	Digital Scan Mammography Apparatus
0730814 (France)	Digital Scan Mammography Apparatus
0730814 (Italy)	Digital Scan Mammography Apparatus
3618753 (Japan)	Digital Scan Mammography Apparatus
69430002 (Germany)	Digital Scan Mammography Apparatus
0730814 (Sweden)	Digital Scan Mammography Apparatus
0625024 (Europe)	Motorized Mammographic Biopsy Apparatus
0625024 (France)	Motorized Mammographic Biopsy Apparatus
69231338.9 (Germany)	Motorized Mammographic Biopsy Apparatus
27314BE/20 (Italy)	Motorized Mammographic Biopsy Apparatus

No invention assignments have been filed with the PTO for those applications designated with (#)

Pending Patent Applications

10/260,719 (US)	User Interface System for Mammographic Imager (#)
10/412,723 (US)	Method and Apparatus for Blocking Radiographic Scatter
10/412,736 (US)	Signal Profiling for Medical Imaging Systems
10/412,751 (US)	Scatter Rejection for Composite Medical Imaging System
10/440,488 (US)	Distributed Architecture for Mammographic Image Acquisition and Processing
11/042,823 (US)	Integrated X-ray and Ultrasound Medical Imaging System (#)
60/586,669 (US)	Diagnostic System for Multimodality Mammography (#)
60/586,850 (US)	Method for Breast Screening in Fused Mammography
60/592,740 (US)	Improved Imaging Device for Fused Mammography
97911697.7 (Europe)	Enhanced Breast Imaging/Biopsy System Employing Targeted Ultrasound
98923531.2 (Europe)	Digital Scan Mammography Apparatus Utilizing Velocity Adaptive Feedback Method
99968857.5 (Europe)	User Interface System for Mammographic Imager
02713506.0 (Europe)	Medical Instrument Guidance Using Stereo Radiolocation
PCT/US2003/037972	Distributed Architecture for Mammographic Image Acquisition and Processing
PCT/US04/11153	Scatter Rejection for Composite Medical Imaging System
PCT/US2004/017770	Integrated X-ray and Ultrasound Medical Imaging System