# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Joseph L. Mark	05/07/2008
Zachary R. Nicoson	05/09/2008

## **RECEIVING PARTY DATA**

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

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12113625	

#### **CORRESPONDENCE DATA**

Fax Number: (248)594-0610

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Correspondent Name: Kristin L. Murphy

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ATTORNEY DOCKET NUMBER:	65937-0308
NAME OF SUBMITTER:	Kristin L. Murphy

Total Attachments: 4 source=r0531724#page1.tif

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PATENT **REEL: 021375 FRAME: 0524** 

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> PATENT REEL: 021375 FRAME: 0525

RECORDATION FORM COVER SHEET				
PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)			
Joseph L. Mark (05/07/2008) and Zachary R. Nicoson (05/09/2008)	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):	Northwest Technology Center 6100 Technology Center Drive			
Execution Date(s): in parentheses after inventor name				
x Assignment Merger Change of Name				
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):  A. Patent Application No.(s)  12/113,625	his document is being filed together with a new application.  B. Patent No.(s)			
Additional numbers attached?				
5. Name and address to whom correspondence concerning document should be mailed:	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.: 65937-0308	Authorized to be charged by credit card			
Street Address: 39533 Woodward Avenue	X Authorized to be charged to deposit account			
Suite 140	Enclosed  None required (government interest not affecting title)			
City: Bloomfield Hills	9 Payment Information			
10004	8. Payment Information a. Credit Card Last 4 Numbers			
State: MI Zip: 48304  Phone Number: (248) 594-0647	Expiration Date			
Fax Number: (248) 594-0610	b. Deposit Account Number 18-0013			
Email Address: klm@raderfishman.com	Authorized User Name Kristin L. Murphy			
9. Signature:				
/Kristin L. Murphy/	August 12, 2008			
Signature	Date			
Kristin L. Murphy - 41,212	Total number of pages including cover 4			
Name of Person Signing sheet, attachments, and documents:				

Recordation Form Cover Sheet
I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Patent Office via electronically.

Dated: August 12, 2008

Signature: Electronic Signature of Kristin L. Murphy /Kristin L. Murphy/

#### ASSIGNMENT BY INVENTORS

	THIS ASSIGNMENT, made	this day o	f	,, by
Joseph L. l	Mark and Zachary R. Nicoson (	hereinafter referred	to as Assignors),	residing at 5154
N. Capitol	Avenue, Indianapolis, Indiana	46208; and 6149 P	rimrose Avenue,	Indianapolis,
Indiana 46	5220, respectively;			

WHEREAS, Assignors have invented certain new and useful improvements in SECUREMENT FOR A SURGICAL SITE MARKER AND DEPLOYMENT DEVICE FOR SAME, set forth in a Patent application for Letters Patent of the United States, filed on May 1. 2008 as U.S. Serial No. 12/113,625; 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 be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

1

65937-0308/14.133011

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

2

65937-0308/14.133011

# 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.
Date: 5708
United States of America State of Judiana ) County of Bune )
On this
Notary Public
Zachary R. Nicoson
Date: 5/9/08
United States of America ) State of Indiana ) ss.: County of Book )
On this day of MW,, DOB,, 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.
Notary Rublic

65937-0308/14.133011

**RECORDED: 08/12/2008**