

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|-----------------------------------|---------------|----------------|---------------------|------------|-------------|------------|-------------------|------------|----------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Zachary R. Nicoson</td> <td>09/12/2008</td> </tr> <tr> <td>Jake Flagle</td> <td>09/16/2008</td> </tr> <tr> <td>Michael E. Miller</td> <td>09/03/2008</td> </tr> <tr> <td>Joseph L. Mark</td> <td>09/26/2008</td> </tr> </tbody> </table> | | Name | Execution Date | Zachary R. Nicoson | 09/12/2008 | Jake Flagle | 09/16/2008 | Michael E. Miller | 09/03/2008 | Joseph L. Mark | 09/26/2008 |
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| Zachary R. Nicoson | 09/12/2008 | | | | | | | | | | |
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| Joseph L. Mark | 09/26/2008 | | | | | | | | | | |
| 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 | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12205291</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 12205291 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 12205291 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| Fax Number: | (248)594-0610 | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | |
| 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, MICHIGAN 48304 | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 65937-0353 | | | | | | | | | | |
| NAME OF SUBMITTER: | Kristin L. Murphy | | | | | | | | | | |

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Total Attachments: 6

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**RECORDATION FORM COVER SHEET
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): Zachary R. Nicoson (09/12/2008), Jake Flagle (09/16/2008), Michael E. Miller (09/03/2008), and Joseph L. Mark (09/26/2008) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies) Name: <u>Suros Surgical Systems, Inc.</u> Internal Address: _____ Street Address: _____ Northwest Technology Center 6100 Technology Center Drive City: <u>Indianapolis</u> State: <u>Indiana</u> Country: <u>United States of America</u> Zip: <u>46278</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>in parentheses after inventor name</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____ | | | |
| 4. Application or patent number(s): A. Patent Application No.(s) <u>12/205,291</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Kristin L. Murphy</u> <u>RADER, FISHMAN & GRAUER PLLC</u> Internal Address: <u>Atty. Dkt.: 65937-0353</u> Street Address: <u>39533 Woodward Avenue</u> <u>Suite 140</u> City: <u>Bloomfield Hills</u> State: <u>MI</u> Zip: <u>48304</u> Phone Number: <u>(248) 594-0647</u> Fax Number: <u>(248) 594-0610</u> Email Address: <u>klm@raderfishman.com</u> | | 6. Total number of applications and patents involved: <input type="text" value="1"/> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) | |
| 9. Signature: <u>/Kristin L. Murphy/</u> Signature <u>Kristin L. Murphy - 41,212</u> Name of Person Signing | | 8. Payment Information Deposit Account Number <u>18-0013</u> Authorized User Name <u>Kristin L. Murphy</u> Total number of pages including cover sheet, attachments, and documents: <input type="text" value="6"/> | |

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|---|---|
| Recordation Form Cover Sheet | |
| I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted via electronic filing to the Patent and Trademark Office, on the date shown below. | |
| Dated: November 10, 2008 | Signature: <u>/Kristin L. Murphy/</u> Electronic signature of Kristin L. Murphy |

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 26th day of September, 2008, by Zachary R. Nicoson; Jake Flagle; Michael E. Miller; and Joseph L. Mark (hereinafter referred to as Assignors), residing at 6149 Primrose Avenue, Indianapolis, Indiana 46220; 6804 W. Stinemeyer Road, New Palistine, Indiana 46163; 4560 West Woodpecker, Trafalgar, Indiana 46181; and 5154 N. Capitol Avenue, Indianapolis, Indiana 46208, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in VACUUM ASSISTED BIOPSY DEVICE, set forth in a Patent application for Letters Patent of the United States, filed on September 10, 2008 as U.S. Serial No. 12/205,291; 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 therefor 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.

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.

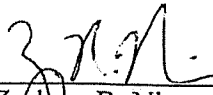
AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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:

Rader, Fishman & Grauer PLLC

All practitioners at Customer Number 82078

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

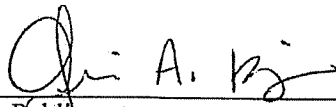


Zachary R. Nicoson

Date: 9/14/2008

United States of America)
State of Indiana) ss.:
County of Boone)

On this 12th day of September, 2008, 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 Public Jessi A. Kinney
Comm No. 575066

J. Flagle

Jake Flagle

Date: September 16, 2008

United States of America)
State of Indiana) ss.:
County of Baue)

On this 16th day of September, 2008, before me personally came Jacob Flagle, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Jessi A. Kinney

Notary Public Jessi A. Kinney
Comm NO. 575066

Michael E. Miller
Michael E. Miller

Date: Sept 3, 2008

United States of America)
State of Indiana) ss.:
County of Baue)

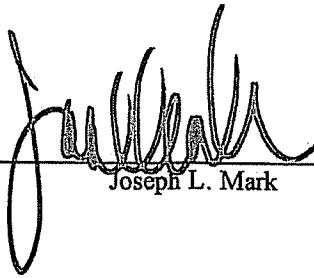
On this 3rd day of September, 2008, before me personally came Michael E. Miller, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Jessi A. Kinney

Notary Public Jessi A. Kinney
Comm No. 575066

Date:

9/26/08



Joseph L. Mark

United States of America)

State of _____) ss.:

County of _____)

On this _____ day of _____, _____, before me personally came Joseph L. Mark, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

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