### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Terry D. Hardin	02/23/2006
Zachary R. Nicoson	02/23/2006
Brian Zimmer	02/23/2006
Michael E. Miller	02/23/2006

#### **RECEIVING PARTY DATA**

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

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12839127

### **CORRESPONDENCE DATA**

Fax Number: (508)263-2959

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

Phone: 508-263-8492

Email: Amanda.Callahan@hologic.com

Correspondent Name: Amanda Callahan Address Line 1: 250 Campus Drive

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ATTORNEY DOCKET NUMBER:	14.124-NIC CON
NAME OF SUBMITTER:	Amanda Callahan

Total Attachments: 7

PATENT REEL: 026513 FRAME: 0767 H \$40.00 128;

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## ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 23 day of February, 2006, by
Terry D. Hardin; Zachary R. Nicoson; Brian Zimmer; and Michael E. Miller (hereinafter referred to as Assignors), residing at 6109 Carrolton Ave., Indianapolis, Indiana 46220; 6149
Primrose Avenue, Indianapolis, Indiana 46220; 2412 East Northgate St., Indianapolis, Indiana 46220; and 4560 West Woodpecker, Trafalgar, Indiana 46181, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in BIOPSY SITE MARKER DEPLOYMENT DEVICE, set forth in a Patent application for Letters Patent of the United States, already filed on December 16, 2005 as U.S. Application No. 11/305,141; 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

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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.

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Werry D. Hardin
Date: February 23, 2006
United States of America
State of <u>Indiana</u> ) ss.:
County of Boone )
On this 23 day of February, 2006, before me personally came Terry D. Hardin, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

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

	$\chi_{\eta}$
Date: <u>February 23, 2006</u>	Zachary R. Nicoson
United States of America  State of County of  On this 23 day of February personally came  Zachary R. Nicoson	, to me known to be the individual
described in and who executed the foregoing instru of the same.	ument, and acknowledged execution
	Notary Public

Sheryl E. Lambert Notary Public, State Of Indiana Hendricks County My Commission Expires February 4, 2012 Date: February 23, 200 (c)

United States of America
State of
County of

On this 23 day of February, 2006, before me personally came Brian Zimmer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Sheryl E. Lambert
Notary Public, State Of Indiana

Hendricks County My Commission Expires February 4, 2012

Muchaul E. Miller

Date: February 23, 200

United States of America

State of

County of

On this 23 day of

day of February,

\_\_\_\_\_, to me known to be the individual

described in and who executed the foregoing instrument, and acknowledged execution

of the same.

**RECORDED: 06/28/2011** 

Notary Public

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