

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Ronald David Adams</td> <td>12/10/2010</td> </tr> <tr> <td>Eric Karl Litscher</td> <td>12/10/2010</td> </tr> </tbody> </table>		Name	Execution Date	Ronald David Adams	12/10/2010	Eric Karl Litscher	12/10/2010
Name	Execution Date						
Ronald David Adams	12/10/2010						
Eric Karl Litscher	12/10/2010						
RECEIVING PARTY DATA							
Name:	Interlace Medical, Inc.						
Street Address:	135 Newbury Street						
City:	Framingham						
State/Country:	MASSACHUSETTS						
Postal Code:	01701						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13179430</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13179430		
Property Type	Number						
Application Number:	13179430						
CORRESPONDENCE DATA							
Fax Number:	(508)263-2959						
Phone:	508-263-8492						
Email:	Amanda.Callahan@hologic.com						
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>							
Correspondent Name:	Amanda Callahan						
Address Line 1:	250 Campus Drive						
Address Line 4:	Marlborough, MASSACHUSETTS 01752						
ATTORNEY DOCKET NUMBER:	70.011 US CON 1A						
NAME OF SUBMITTER:	Amanda Callahan						
<p>Total Attachments: 4 source=70_011_assi_12956974_inv#page1.tif source=70_011_assi_12956974_inv#page2.tif source=70_011_assi_12956974_inv#page3.tif source=70_011_assi_12956974_inv#page4.tif</p>							

CH \$40.00 13179430

COPY

Application No.: 12/956,974
Filing Date: November 30, 2010

ASSIGNMENT AGREEMENT
Client Code: TRMED.025A
Page 1

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 30th day of November, 2010 and is by Ronald David Adams, a United States citizen, residing at 18 Hillside Drive, Holliston, Massachusetts 01746; and Eric Karl Litscher, a United States citizen, residing at 1 John Matthew Road, Hopkinton, Massachusetts 01748, ("ASSIGNOR").

ASSIGNOR has conceived of an invention, and/or has invented new and useful improvements, ("Invention") disclosed in a patent application entitled ACCESS SYSTEM WITH REMOVABLE OUTFLOW CHANNEL filed in the United States Patent and Trademark Office, on November 30, 2010 as Application No. 12/956,974 ("Application");

WHEREAS, INTERLACE MEDICAL, INC., a Delaware corporation having offices at 135 Newbury Street, Framingham, Massachusetts 01701 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNOR waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents,

PATENT
REEL: 028481 FRAME: 0786

make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

Application No.: 12/956,974
Filing Date: November 30, 2010

ASSIGNMENT AGREEMENT
Client Code: TRMED.025A
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of DECEMBER,
2010.

Ronald David Adams
Ronald David Adams

STATE OF Massachusetts }
 } ss.
COUNTY OF Middlesex }

On December 10, 2010 before me, Daniel F. Cyr,

personally appeared Ronald David Adams,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Massachusetts that the
foregoing paragraph is true and correct.

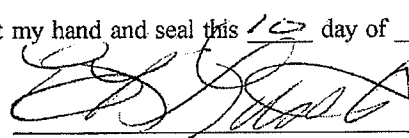
WITNESS my hand and official seal.

Daniel F. Cyr
Notary Signature

[SEAL]

Application No.: 12/956,974
Filing Date: November 30, 2010

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10 day of DECEMBER, 2010


Eric Karl Litscher

STATE OF Massachusetts }
 } ss.
COUNTY OF Middlesex }

On December 10, 2010 before me, Daniel F. Cyr

personally appeared Eric Karl Litscher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daniel F. Cyr
Notary Signature

[SEAL]

10085529