

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HOWARD B. KAUFMAN	03/27/2014
EILEEN LUDLOW	03/27/2014
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
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<b>SIGNATURE:</b>	/Amanda Callahan/
<b>DATE SIGNED:</b>	04/02/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 3</b>	
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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, We, **Howard B. Kaufman** and **Eileen Ludlow**, have invented a certain invention entitled “SYSTEM AND METHOD FOR REVIEWING AND ANALYZING CYTOLOGICAL SPECIMENS” for which United States Provisional Patent Application No. **61/787,975** was filed with the U.S. Patent and Trademark Office on **March 15, 2013**; and for which a United States Utility Patent Application claiming priority under 35 U.S.C. § 119 to said Provisional and assigned Application No. **14/202,665** was filed on **March 10, 2014**; and for which Patent Cooperation Treaty (“PCT”) Application No. **PCT/US14/22787** was filed on **March 10, 2014**; and

WHEREAS, We, **Howard B. Kaufman** and **Eileen Ludlow** (hereinafter referred to as “ASSIGNORS”), declare the above-identified application was made or authorized to be made by us. We believe that we are the original inventors or original joint inventors of a claimed invention in the application. We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both; and

WHEREAS, HOLOGIC, INC., a corporation organized and existing under and by virtue of the laws of the state of Delaware and having a place of business at 250 Campus Drive, Marlborough, Massachusetts 01752, (hereinafter referred to as “ASSIGNEE”), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all

Letters Patent and applications therefore, or similar legal protection, including without limitation said U.S. Patent Application Serial Nos. **61/787,975** and **14/202,665**, and said PCT Application No. **PCT/US14/22787**, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said applications, and to any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement. ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

3/27/14  
Date

*Howard B. Kaufman*  
Howard B. Kaufman

Amanda Callahan  
Name of Witness

*Amanda Callahan*  
Signature of Witness

3-27-14  
Date

*Eileen Ludlow*  
Eileen Ludlow

Amanda Callahan  
Name of Witness

*Amanda Callahan*  
Signature of Witness