

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2810777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SUROS SURGICAL SYSTEMS, INC.	05/01/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PROMEX TECHNOLOGIES, LLC
<b>Street Address:</b>	3049 HUDSON STREET
<b>City:</b>	FRANKLIN
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46131
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7390306
Patent Number:	8357103
Patent Number:	7988642
Patent Number:	8048003
Patent Number:	8430827
Patent Number:	8679032
Patent Number:	8231544
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)638-2139
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	docketing@maginot.com
<b>Correspondent Name:</b>	MAGINOT, MOORE & BECK, LLP
<b>Address Line 1:</b>	ONE INDIANA SQUARE
<b>Address Line 2:</b>	SUITE 2200
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204
<b>ATTORNEY DOCKET NUMBER:</b>	1907-0001
<b>NAME OF SUBMITTER:</b>	MICHAEL D. BECK
<b>SIGNATURE:</b>	/Michael D. Beck/
<b>DATE SIGNED:</b>	04/11/2014
<b>Total Attachments: 7</b>	

PATENT

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source=Promex\_license\_agreement#page5.tif  
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AGREEMENT

COPY

THIS AGREEMENT is made and entered into by and among SUROS SURGICAL SYSTEMS, INC., an Indiana corporation ("Suros"), KOHALA, INC., f/k/a Promex, Inc., an Indiana corporation ("Promex"), PROMEX TECHNOLOGIES, LLC, f/k/a Promex/US Biopsy, LLC, an Indiana limited liability company, HSVIT, LLC, f/k/a Promex, LLC, an Indiana limited liability company, JOSEPH L. MARK ("Mark") and MICHAEL E. MILLER ("Miller") (Mark and Miller sometimes individually referred to herein as "Employee"), to be effective as of the 1st day of May, 2004.

Recitals

REDACTED

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5/4/04

REDACTED

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and each act done pursuant thereto, the parties hereby agree as follows:

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See 5/7/04

sm  
5/4/04

REDACTED

2. "Pop Gun" Technology. The parties acknowledge that Mark has created an invention consisting of a single or double action spring loaded biopsy device with non-fully automated vacuum assist features. Such device was the subject of certain invention disclosures filed by Mark with Promex, including, without limitation, those disclosures made on June 30, 2003, September 11, 2003, September 19, 2003 and September 26, 2003, which disclosures will be provided to Suros upon execution of this Agreement. The foregoing described technology is hereinafter referred to as the "Pop Gun Technology"; provided, however, that the "Pop Gun Technology" does not mean other non-fully automated, vacuum assisted tissue removal technology that Promex has developed or develops in the future and which is not invented by Mark or Miller. Mark, Miller and the Promex Companies jointly and severally represent and warrant to Suros that Promex has filed a provisional patent application with respect to the Pop Gun Technology, which is the only application it has filed with respect to the Pop Gun Technology. Promex hereby assigns such application to Suros without any additional consideration and grants power of attorney to Suros to further prosecute such application. Further, Promex agrees that it will use its best efforts to locate and provide to Suros any other invention disclosures it may have related to the Pop Gun Technology.

Although Suros believes that it has already acquired the rights to the Pop Gun Technology, for the avoidance of doubt, Promex, Mark and Miller hereby assign to Suros any and all right, title and interest which they may have had in and to the Pop Gun Technology without the payment of any additional consideration. Suros agrees that it will prosecute and maintain any and all patents pertaining to the Pop Gun Technology, and agrees to abide by the provisions of Section 1(a-c) above with respect to the Pop Gun Technology. Suros will retain the right to control and decide any matters as to the preparation, filing and prosecution of

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patent applications with respect to the Pop Gun Technology. In consideration for the foregoing, Suros hereby agrees to grant to Promex a royalty free, perpetual, irrevocable, exclusive, world-wide license to make, have made, use and sell the Pop Gun Technology solely in the lung field.

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PAGES 5-7  
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date first above referenced.

SUROS SURGICAL SYSTEMS, INC.

By: [Signature]  
Printed: Tim Pearson  
Title: CEO

Address: 9502 Angola Court, Suite 3  
Indianapolis, Indiana 46268

KOHALA, INC. f/k/a PROMEX, INC.

By: [Signature]  
Printed: Joseph C. Mack  
Title: Vice President

Address: 3049 Hudson Street  
Franklin, Indiana 46131

PROMEX TECHNOLOGIES, LLC

By: [Signature]  
Printed: Sean Miller  
Title: President

Address: 3049 Hudson Street  
Franklin, Indiana 46131

HSVIT, LLC

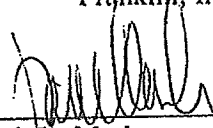
By: [Signature]  
Printed: Sean Miller  
Title: President

Address: 3049 Hudson Street

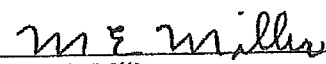
*[Handwritten signature]*  
5/14/01



Franklin, Indiana 46131

  
\_\_\_\_\_  
Joseph L. Mark

Address: 5154 N. Capitol Ave.  
Indpls. IN 46208

  
\_\_\_\_\_  
Michael E. Miller

Address: 4560 W Woodward  
Indianapolis IN 46201

*Sam 5/4/04*

*gm  
5/4/04*