

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4339075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
INTERLACE MEDICAL, INC.	02/11/2011

RECEIVING PARTY DATA

Name:	HOLOGIC, INC.
Street Address:	35 CROSBY DRIVE
City:	BEDFORD
State/Country:	MASSACHUSETTS
Postal Code:	01730

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15365502

CORRESPONDENCE DATA

Fax Number: (408)877-1662

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 408-777-2902

Email: nnr@viplawgroup.com

Correspondent Name: VISTA IP LAW GROUP, LLP ATTN N RUSHTON

Address Line 1: 21760 STEVENS CREEK BLVD.

Address Line 2: SUITE 100

Address Line 4: CUPERTINO, CALIFORNIA 95014

ATTORNEY DOCKET NUMBER:	70.008 CON8
NAME OF SUBMITTER:	NANCY RUSHTON
SIGNATURE:	/Nancy Rushton/
DATE SIGNED:	03/27/2017

Total Attachments: 4

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 2 day of February, 2011 and is by INTERLACE MEDICAL, INC., a Delaware corporation, having a mailing address at 135 Newbury Street, Framingham, Massachusetts, 01701 (hereinafter "ASSIGNOR"). ASSIGNOR represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents and applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
See Attached Appendix	See Attached Appendix	See Attached Appendix

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
See Attached Appendix	See Attached Appendix	See Attached Appendix

WHEREAS, HOLOGIC, INC., a Delaware Corporation, having offices at 35 Crosby Drive, Bedford, Massachusetts, 01730 ("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, 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 Massachusetts, 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 Massachusetts, in the county of Middlesex, 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.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

Application No.: See Attached Appendix
Filing Date: See Attached Appendix

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11th day of February, 2011.

INTERLACE MEDICAL, INC.

Signature: Ronald Adams

Name Printed: RONALD ADAMS

Title: CHIEF TECHNOLOGY OFFICER

Date: 2/11/11

STATE OF MASSACHUSETTS }
COUNTY OF MIDDLESEX } ss.

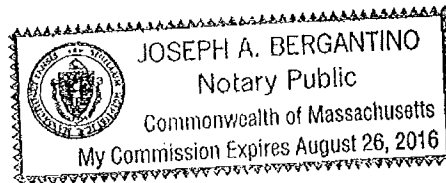
On 2-11-2011, before me, JOSEPH A. BERGANTINO, notary public, personally appeared RONALD ADAMS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their 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.

[SEAL]

Joseph A. Bergantino
Notary Signature



Application No.: See Attached Appendix
 Filing Date: See Attached Appendix

PCT/US2010/033050 WO 2010/127174	04/29/10 11/04/10	TISSUE REMOVAL DEVICE WITH HIGH RECIPROCATION RATE	TRMED.020VPC
12/432,686	04/29/09	TISSUE CUTTER WITH DIFFERENTIAL HARDNESS	TRMED.021A
12/972,233	12/17/10	TISSUE CUTTER WITH DIFFERENTIAL HARDNESS	TRMED.021C1
12/432,675	04/29/09	LOW ADVANCE RATIO, HIGH RECIPROCATION RATE TISSUE REMOVAL DEVICE	TRMED.022A
12/917,351	11/01/10	LOW ADVANCE RATIO, HIGH RECIPROCATION RATE TISSUE REMOVAL DEVICE	TRMED.022C1
12/432,647	04/29/09	ACCESS DEVICE WITH ENHANCED WORKING CHANNEL	TRMED.023A
12/956,974	11/30/10	ACCESS SYSTEM WITH REMOVABLE OUTFLOW CHANNEL	TRMED.025A
61/261289	11/13/09	ACCESS SYSTEM WITH REMOVABLE OUTFLOW CHANNEL	TRMED.025PR
PCT/US2010/056416	11/11/10	ACCESS SYSTEM WITH REMOVABLE OUTFLOW CHANNEL	TRMED.025WO
61/428713	12/30/10	HYSTEROSCOPIC TISSUE REMOVAL SYSTEM WITH IMPROVED FLUID MANAGEMENT AND/OR MONITORING CAPABILITIES	TRMED.027PR
61/430144	01/05/11	TISSUE REMOVAL SYSTEM	TRMED.029PR