

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5655980

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EMPHYSYS, INC.	04/18/2019
RECEIVING PARTY DATA		
Name:	CYNOSURE, LLC	
Street Address:	5 CARLISLE ROAD	
City:	WESTFORD	
State/Country:	MASSACHUSETTS	
Postal Code:	01886	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	62627611	
Application Number:	62771294	
PCT Number:	US2019016883	
Application Number:	16269314	
CORRESPONDENCE DATA		
Fax Number:		
<i>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.</i>		
Phone:	503-844-9009	
Email:	docketing@ganzlaw.com	
Correspondent Name:	GANZ POLLARD, LLC	
Address Line 1:	PO BOX 2200	
Address Line 4:	HILLSBORO, OREGON 97123	
ATTORNEY DOCKET NUMBER:	ELL2040	
NAME OF SUBMITTER:	RACHEL A. TOWNSEND	
SIGNATURE:	/Rachel A. Townsend/	
DATE SIGNED:	08/06/2019	
Total Attachments: 4		
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source=Assignment of Emp to Cyn#page2.tif		
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ASSIGNMENT

This PATENT ASSIGNMENT, is executed and delivered by and between Emphysys, Inc., a corporation organized under and pursuant to the laws of Delaware and having its principal place of business at 2X Gill Street, Woburn, Massachusetts 01801 (the "Assignor"), and Cynosure, LLC, a Limited Liability Company (formerly Cynosure, Inc.) organized under and pursuant to the laws of Delaware and having its principal place of business at 5 Carlisle Road, Westford, Massachusetts 01886 (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into a service agreement dated October 27, 2015, by and among the Assignor and the Assignee (the "Service Agreement");

WHEREAS, in accordance with the Service Agreement, the Assignor has acquired all right, title and interest to patents applications listed below, and all inventions thereunder, and any patents that may issue thereon or therefrom (collectively the "Inventions"); and

WHEREAS, pursuant to the Service Agreement, the Assignor has assigned and is obligated to assign, transfer and convey the Assignor's entire right, title and interest in and to the Inventions to the Assignee, and the Assignee desires to, together with its successors and assigns, acquire the Assignor's right, title and interest in, and the benefits and privileges of, the Inventions and all patent applications and patents embodying the inventions.

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Assignor of the Inventions, and the following patent applications embodying some or all of the Inventions:

United States Provisional Patent Application;
Entitled: METHODS AND APPARATUS FOR CONTROLLED RF TREATMENTS
Filed on February 7, 2018
Assigned Application Serial Number 62/627,611.
Identified by Attorney Docket No ELL2040PR of Ganz Pollard, LLC
P.O. Box 2200, Hillsboro, OR 97123
Cynosure Docket No CYN-0318 PR

and

United States Provisional Patent Application;
Entitled: METHODS AND APPARATUS FOR CONTROLLED RF TREATMENTS
Filed on November 26, 2018
Assigned Application Serial Number 62/771,294.
Identified by Attorney Docket No ELL2040PR2 of Ganz Pollard, LLC
P.O. Box 2200, Hillsboro, OR 97123
Cynosure Docket No CYN-0318 PR2

and

PCT International Patent Application;

ASSIGNMENT

Entitled: METHODS AND APPARATUS FOR CONTROLLED RF TREATMENTS AND RF GENERATOR SYSTEM

Filed on February 6, 2019

Assigned Application Serial Number PCT/US2019/016883, and with priority claim to 62/627,611 and 62/771,264.

Identified by Attorney Docket No ELL2040PCT of Ganz Pollard, LLC

P.O. Box 2200, Hillsboro, OR 97123

Cynosure Docket No CYN-0318 WO2

and

United States Non-Provisional Patent Application;

Entitled: METHODS AND APPARATUS FOR CONTROLLED RF TREATMENTS AND RF GENERATOR SYSTEM

Filed on February 6, 2019

Assigned Application Serial Number 16/269,314, and with priority claim to 62/627,611 and 62/771,264.

Identified by Attorney Docket No ELL2040US of Ganz Pollard, LLC

P.O. Box 2200, Hillsboro, OR 97123

Cynosure Docket No CYN-0318 US2

(Hereinafter referred to as the "Patent Applications")

hereby sell, assign, and transfer unto

CYNOSURE, LLC, a Limited Liability Company (formerly Cynosure, Inc.) organized under and pursuant to the laws of Delaware having its principal place of business at 5 Carlisle Road, Westford, Massachusetts 01886

as Assignee,

for Assignee's own use and benefit, and for Assignee's successors and assigns, Assignor's entire right, title and interest, for all countries, in and to: (a) the Inventions; (b) the Patent Application and all related patent rights; (c) any and all other provisional and non-provisional patent applications pertaining to said Inventions or the Patent Applications (the "Other Applications"); (d) any and all patent applications claiming priority to the Patent Application and/or to the Other Applications, or from which the Patent Application or the Other Applications claim priority, including international and foreign applications (collectively, the "Priority Applications"); (e) any and all continuing applications of the Patent Application, the Other Applications and the Priority Applications (the "Continuing Applications"); (f) any and all reissues, re-examinations and/or extensions relating to or of the Patent Application, the Other Applications or the Priority Applications, including, without limitation, any and all renewals of and/or substitutes thereof (collectively, the "Extensions"); and (g) any and all rights and privileges that may be issued, granted or otherwise arise from, in any country, any and all said Inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights). Hereinafter, any

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Attorney Docket No. ELL2040PR, ELL2010PR2, ELL2040PCT, and ELL2040US

Cynosure Docket No CYN-0318 PR, CYN-0318 PR2, CYN-0318 WO2, CYN-0318 US2

PATENT

REEL: 049980 FRAME: 0292

ASSIGNMENT

and all of the Patent Application, Other Applications, Priority Applications, Continuing Applications and rights arising therefrom are collectively referred to as "Patent Family Rights."

Without limiting the generality of the foregoing, Assignor requests and agrees that any and all patents under Patent Family Rights shall issue to said Assignee, or to Assignee's successors and assigns, or to such nominee(s) as Assignee may designate, as the sole owner of the entire right, title and interest in and to any and all said patents and said inventions thereby patented. And Assignor grants Assignee a limited power of attorney to execute documents on behalf of Assignor to give effect to this provision in case Assignor is unavailable, deceased, incapacitated, or otherwise unable or unwilling to cooperate in the process of effecting a transfer of ownership, or recordation of ownership right(s) in the name of the Assignee.

Assignor agrees that, when requested, Assignor will, without charge to said Assignee but at Assignee's expense, execute additional assignments and all other writings, make all declarations and take all oaths, and do all other acts which Assignee reasonably may deem necessary, desirable or convenient (i) for perfecting, securing, maintaining, asserting, and enforcing any and all patent applications and patents for, and other rights and privileges relating to, said inventions and Patent Family Rights in any and all countries and (ii) for vesting the entire right, title and interest therein and thereto solely in said Assignee, its successors and assigns, or such nominee(s) as Assignee may designate. Assignor authorizes and empowers said Assignee, Assignee's successors and assigns, or such nominee(s) as Assignee may designate, to invoke and claim in any application in the Patent Family Rights, and in any and all other applications for patent or other form of protection for said inventions filed by or for it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for or be an alternative to the Convention, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

This Assignment grants said Assignee (or Assignee's successors and assigns, or nominee(s) as Assignee may designate) the sole right (a) to pursue in its own name any past, present, or future actions (including, without limitation, claims of infringement) based on any and all rights and privileges that may be issued, granted or otherwise arise from, or relate to, in any country, any and all said inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights) and (b) to exclusively retain any awards, settlements, or other remedies therefrom, as fully and as entirely as Assignor would have had the right to pursue and to retain had this assignment and sale not been made.

Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said Assignee (or Assignee's successors and assigns, or nominee(s) as Assignee may designate) to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for the Convention. Assignor covenants, with said Assignee,

ASSIGNMENT

Assignee's successors and assigns, that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.

Assignor will not execute any assignment, encumbrance or other writing, or do any other act, that conflicts (a) with this Assignment or (b) without limiting the generality of the foregoing, with any provision set forth herein.

If Assignor has previously executed an assignment of rights via another assignment agreement, e.g., an employment agreement, independent contractor agreement, consulting agreement, joint development agreement, etc., the assignment of rights shall be effective as of the earliest grant of rights under any agreement.

IN WITNESS WHEREOF, Assignor signed its name on the day and year set forth below.

FOR ASSSIGNOR/EMPHYSYS, INC.



Signed: 

Dated April 18, 2019

Name: Ali Shajii

Title: President

Witnessed:

Signature 
Signature 

Donna Tinsley
Printed Name

4/18/19
Date

Manarve Puns
Printed Name

4/18/19
Date

Accepted By ASSIGNEE/CYNOSURE, LLC:

Signed: _____

Dated: _____

Name: _____

Title: _____

Witnessed:

Signature _____ Printed Name _____ Date _____

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Attorney Docket No. ELL2040PR, ELL2010PR2, ELL2040PCT, and ELL2040US

Cynosure Docket No CYN-0318 PR, CYN-0318 PR2, CYN-0318 WO2, CYN-0318 US2

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RECORDED: 08/06/2019

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