

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6573892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GE MEDICAL SYSTEMS ISRAEL, LTD	01/28/2021
RECEIVING PARTY DATA	
Name:	SMART BREAST CORPORATION
Street Address:	535 VILLAGE GREEN BLVD. W.
City:	MARS
State/Country:	PENNSYLVANIA
Postal Code:	16046
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8115171
Patent Number:	8541748
Patent Number:	8610076
Patent Number:	8729479
Patent Number:	8759783
Patent Number:	9320485
CORRESPONDENCE DATA	
Fax Number:	(412)254-8088
<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:	4122532610
Email:	hbartony@bartlaw.com
Correspondent Name:	HENRY E. BARTONY, JR.
Address Line 1:	BARTONY & ASSOCIATES LLC
Address Line 2:	P.O. BOX 910
Address Line 4:	BUTLER, PENNSYLVANIA 16003-0910
ATTORNEY DOCKET NUMBER:	21-006-21-011
NAME OF SUBMITTER:	HENRY E. BARTONY JR.
SIGNATURE:	/Henry E. Bartony, Jr., Reg. No. 34,772/
DATE SIGNED:	02/26/2021

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PATENT
REEL: 055426 FRAME: 0633

Total Attachments: 8

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EXHIBIT E

PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 2, 2021, by and among GE MEDICAL SYSTEMS ISRAEL, LTD., an Israel company ("Assignor"), and SMART BREAST CORPORATION, a Delaware corporation ("Assignee") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of all rights, title and interest in and to the patents listed in Schedule A hereto (collectively, the "Assigned Patents");

WHEREAS, Assignor and Assignee have agreed by a confidential Asset Purchase Agreement, dated as of February 2, 2021, by and between Assignor and Assignee (the "Asset Purchase Agreement"), the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over to Assignee and Assignee shall accept all rights, title and interest in and to the Assigned Patents as specified in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Subject to the terms, rights, and obligations set forth in the Asset Purchase Agreement and the third party encumbrances identified in the Asset Purchase Agreement, Assignor hereby sells, transfers, assigns and sets over to Assignee all of Assignor's rights, title and interest in and to the Assigned Patents and all rights and privileges associated therewith.

2. All of the rights, title and interest in and to the Assigned Patents sold, transferred, assigned and set over to Assignee hereunder include, subject to rights, duties and obligations enumerated or identified in the Asset Purchase Agreement and the third party encumbrances identified in the Asset Purchase Agreement, all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity, and whether accruing prior to or after the date hereof) and the right to sue, counterclaim, seek injunctions, settle disputes and recover damages for past, present and future infringement, misappropriation, misuse, breach, or default of the rights assigned or to be assigned hereunder.

3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take commercially reasonable efforts to execute all papers, take rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Assigned Patents in Assignee.

4. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal assignment of the Patents to Assignee. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions (including any applicable foreign jurisdictions) to record and register this Agreement upon request by Assignee.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNEE:

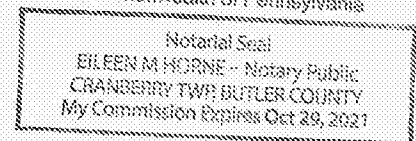
SMART BREAST CORPORATION

By: *James W. Hugg*
Name: James W. Hugg
Title: President and Chief Executive Officer

STATE OF *Pennsylvania*
County of *Butler*) ss.

This *27* day of *January*, 2021, before me personally came the above-named *James W. Hugg*, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

My Commission Expires: *10/29/2021*, *Eileen M. Horne*
Notary Public
Commonwealth of Pennsylvania



(Signatures Continue on Following Page)

Signature Page to Patent Assignment Agreement

Serial No. **2892**

Form No. 1

מספר סידורי **2892**

טופס מס' 1

AUTHENTICATION OF SIGNATURE

אימות חתימה

I, the undersigned, Zeev Breslauer, Notary holding license no. 02053176, hereby certify that on **28/01/2021** appeared before me at my offices located at 22 Ben Gurion St. Herzliya, Israel, Mr. **Erez Levy**,

☐ who is known to me personally

☒ whose identity has been proven to me by ID card issued by the Israeli Ministry of Interior number **024972168** issued on **09/05/1996**

And I am convinced that the person standing before me understood fully the significance of the action and voluntarily signed the attached document marked with the number "1"

In witness whereof, I hereby authenticate the signature of Mr. **Erez Levy**

by my own signature and seal this day **28/01/2021**

Notary fee 195 NIS

אני החתום מטה זאב ברסלאור נוטריון בעל רישיון מספר 02053176 מאשר כי ביום **28/01/2021**

ניצב לפני במשרדי שבמען רח' בן גוריון 22 הרצליה,

מר **אריז לוי**,

☐ המוכר לי באופן אישי

☒ שזהותו הוכחה לי על פי תעודת זהות

ישראלית מספר **024972168** שהונפקה על ידי

משרד הפנים ביום **09/05/1996**

ושוכנעתי כי הניצב בפני הבין הבנה מלאה את משמעות הפעולה וחתם מרצונו החופשי על המסמך המצורף והמסומן במספר **1**

לראיה אני מאמת את חתימתו של מר **אריז לוי**

בחתימת ידי ובחותמי, היום **28/01/2021**

שכר נוטריון 195 שקלים חדשים.



Notary's seal



חתימה

Signature

PATENT

REEL: 055426 FRAME: 0638

"A"-"N"



EXHIBIT E

PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 28, 2021, by and among GE MEDICAL SYSTEMS ISRAEL, LTD., an Israel company ("Assignor"), and SMART BREAST CORPORATION, a Delaware corporation ("Assignee") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of all rights, title and interest in and to the patents listed in Schedule A hereto (collectively, the "Assigned Patents");

WHEREAS, Assignor and Assignee have agreed by a confidential Asset Purchase Agreement, dated as of January 28, 2021, by and between Assignor and Assignee (the "Asset Purchase Agreement"), the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over to Assignee and Assignee shall accept all rights, title and interest in and to the Assigned Patents as specified in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Subject to the terms, rights, and obligations set forth in the Asset Purchase Agreement and the third party encumbrances identified in the Asset Purchase Agreement, Assignor hereby sells, transfers, assigns and sets over to Assignee all of Assignor's rights, title and interest in and to the Assigned Patents and all rights and privileges associated therewith.
2. All of the rights, title and interest in and to the Assigned Patents sold, transferred, assigned and set over to Assignee hereunder include, subject to rights, duties and obligations enumerated or identified in the Asset Purchase Agreement and the third party encumbrances identified in the Asset Purchase Agreement, all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity, and whether accruing prior to or after the date hereof) and the right to sue, counterclaim, seek injunctions, settle disputes and recover damages for past, present and future infringement, misappropriation, misuse, breach, or default of the rights assigned or to be assigned hereunder.
3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take commercially reasonable efforts to execute all papers, take rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Assigned Patents in Assignee.
4. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

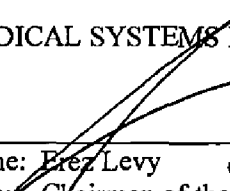
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal assignment of the Patents to Assignee. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions (including any applicable foreign jurisdictions) to record and register this Agreement upon request by Assignee.

(Signatures on Following Page)

ASSIGNOR:

GE MEDICAL SYSTEMS ISRAEL LTD.

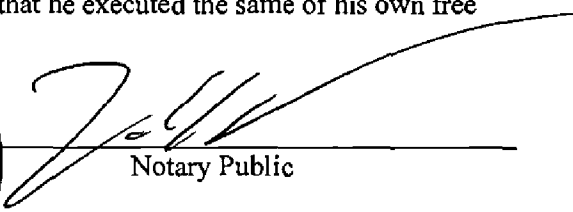
By:  **Erez Levy**
GM, Nuclear Medicine
& Haifa Site Leader
General Electric Healthcare
Name: Erez Levy
Title: Chairman of the Board & GM

28. 01. 2021

This _____ day of _____, 202__, before me personally came the above-named Erez Levy, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

My Commission Expires: _____




Notary Public

Signature Page to Patent Assignment Agreement

SCHEDULE A**ASSIGNED PATENTS**

Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Owner
Gamma camera for performing nuclear mammography imaging	United States	12/493407	29-Jun-2009	8115171	14-Feb-2012	GE Medical Systems Israel Ltd.
System and method for performing nuclear mammography imaging	United States	12/493382	29-Jun-2009	8541748	24-Sep-2013	GE Medical Systems Israel Ltd.
Molecular imaging system	Japan	2010144569	25-Jun-2010	5683147	11-Mar-2015	GE Medical Systems Israel Ltd.
System and method for performing nuclear mammography imaging	Netherlands	2004957	24-Jun-2010	2004957	6-Sep-2011	GE Medical Systems Israel Ltd.
System and method for molecular breast imaging	United States	13/304257	23-Nov-2011	8610076	17-Dec-2013	GE Medical Systems Israel Ltd.
Molecular imaging breast apparatus and method for concurrent dual-breast imaging	United States	13/727753	27-Dec-2012	8729479	20-May-2014	GE Medical Systems Israel Ltd.
Apparatus and method for reducing examination time in molecular breast imaging	United States	13/727822	27-Dec-2012	8759783	24-Jun-2014	GE Medical Systems Israel Ltd.
System and method for molecular breast imaging	United States	13/954120	30-Jul-2013	9320485	26-Apr-2016	GE Medical Systems Israel Ltd.
Systems and methods for molecular breast imaging	United States	15/187077	20-Jun-2016	10517557	31-Dec-2019	GE Medical Systems Israel Ltd.