

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6882210

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DILON TECHNOLOGIES, INC.	09/23/2020
RECEIVING PARTY DATA		
Name:	SMART BREAST CORPORATION	
Street Address:	14930 VENTURA BLVD.	
Internal Address:	SUITE 325	
City:	SHERMAN OAKS	
State/Country:	CALIFORNIA	
Postal Code:	91403	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8489177
	Patent Number:	7795591
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:	21-024, 21-026	
NAME OF SUBMITTER:	HENRY E. BARTONY, JR.	
SIGNATURE:	/Henry E. Bartony, Jr., Reg. No. 34,772/	
DATE SIGNED:	08/25/2021	
Total Attachments: 8		
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this “Agreement”), dated as of September 23, 2020 by and among Dilon Technologies, Inc., a Delaware corporation, with its principal office at 12050 Jefferson Ave., Newport News, VA 23606 (“Assignor”), and Smart Breast Corporation, a Delaware corporation, with its principal office at 14930 Ventura Blvd., Suite 325, Sherman Oaks, CA 91403 (“Assignee”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 23, 2020 (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire, and Assignor desires to assign to Assignee, Assignor’s entire right, title and interest in and to the patent applications and patents set forth on Exhibit A attached hereto (collectively, the “Patents”), in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns to Assignee all of Assignor’s right, title and interest in and to the Patents, and the inventions and improvements described therein (the “Inventions and Improvements”), and all reissues, reexaminations, divisions, continuations and extensions thereof and all patents of the United States that may be granted thereon and all reissues, reexaminations, divisions, continuations and extensions thereof and all applications for patents that may hereafter be filed for the Inventions and Improvements in any country or countries foreign to the United States, including those claiming priority to the Patents described in Exhibit A and all patents that may be granted for the Inventions or Improvements in any country or countries foreign to the United States and all reissues, reexaminations, divisions, continuations and extensions thereof, and any and all rights and privileges relating thereto including, without limitation, the right to sue and recover for past infringement or misappropriation of any one of the rights embodied in any of the foregoing for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, and to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Authorization. Assignor further assigns to and empowers Assignee and its successors, legal representatives or assigns, all rights to make applications for patents or other forms of protection for said underlying inventions and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization. Assignor hereby authorizes and requests the Commissioner

of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all patents for the Inventions and Improvements to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement. Assignor agrees that this Agreement 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 regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, legal representatives or assigns to apply for patents or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

3. Further Assurances. Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request, including the execution, concurrent with the execution of this Agreement, of the Assignment of Patent attached hereto as Exhibit B, to effect or confirm the conveyance to Assignee of the Patents and any improvements thereunder and to file, prosecute, or enforce the Patents.

4. Miscellaneous.

4.1 No Waiver; Amendment. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. This Agreement may be amended or modified only by a writing executed by both parties.

4.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

4.3 Governing Law. This Agreement shall be construed pursuant to the laws of the State of Delaware without regard to conflicts of laws provisions thereof.

4.4 Entire Agreement. This Agreement and the Purchase Agreement referenced herein (including all exhibits and schedules hereto and thereto) constitute the entire agreement between the parties hereto with regard to the subject matter hereof.

4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including .pdf, DocuSign or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first indicated above.

ASSIGNOR:

DILON TECHNOLOGIES, INC.

By: 
Name: Dane Popovski
Title: Chief Operating Officer

ASSIGNEE:

SMART BREAST CORPORATION

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first indicated above.

ASSIGNOR:

DILON TECHNOLOGIES, INC.

By: _____

Name: Dane Popovski

Title: Chief Operating Officer

ASSIGNEE:

SMART BREAST CORPORATION

By: _____

DocuSigned by:
James Hugg

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Name: James W. Hugg

Title: President and Chief Executive Officer

EXHIBIT A

Filing Date	Application No.	Title	Patent No.	Issue Date	Expiration Date
7/16/2008	12/218,575	Dual Capillary Obturator for Real-Time Verification in Gamma-Guided Stereotactic Localization	7,795,591	9/14/2010	7/16/2028 + 184 days
7/16/2008	12/218,602	Gamma Guided Stereotactic Localization System	8,249,693	8/21/2012	7/16/2028 + 1070 days
7/16/2008	12/218,576	Fiducial Marker and Method for Gamma Guided Stereotactic Localization	8,489,177	7/16/2013	7/16/2028 + 1094 days
6/6/2020	16/892,685	Method and Apparatus for Improving the Spatial Resolution in Molecular Breast Tomosynthesis	pending	N/A	N/A

EXHIBIT B

ASSIGNMENT OF PATENT

WHEREAS, Dilon Technologies, Inc., a Delaware corporation (“Assignor”) wishes to assign the patent applications and patents set forth on Schedule 1 hereto (the “Patents”); and

WHEREAS, Smart Breast Corporation, a Delaware corporation, (“Assignee”) is desirous of acquiring the entire and exclusive right, title and interest in and to the Patents and the underlying inventions described therein in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns, sells, transfers and conveys to Assignee and Assignee’s successors and assigns all of Assignor’s right, title, and interest throughout the world in and to the Patents, the underlying inventions and improvements described therein, and any and all patents whether U.S. or foreign that are or may be granted therefrom including, without limitation, any reissues, reexaminations, divisions, continuations and extensions thereof, and further, all rights and privileges pertaining to the Patents and any and all patents whether U.S. or foreign that are or may be granted therefrom including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the undersigned has hereunto signed its names this 23rd
day of September, 2020.

DILON TECHNOLOGIES, INC.

By: 

Name: Dane Popovski

Title: Chief Operating Officer

SCHEDULE 1

Filing Date	Application No.	Title	Patent No.	Issue Date	Expiration Date
7/16/2008	12/218,575	Dual Capillary Obturator for Real-Time Verification in Gamma-Guided Stereotactic Localization	7,795,591	9/14/2010	7/16/2028 + 184 days
7/16/2008	12/218,602	Gamma Guided Stereotactic Localization System	8,249,693	8/21/2012	7/16/2028 + 1070 days
7/16/2008	12/218,576	Fiducial Marker and Method for Gamma Guided Stereotactic Localization	8,489,177	7/16/2013	7/16/2028 + 1094 days
6/6/2020?	16/892,685	Method and Apparatus for Improving the Spatial Resolution in Molecular Breast Tomosynthesis	pending	NA	NA

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[Schedule 1 to Assignment of Patent]

RECORDED: 08/25/2021

PATENT
REEL: 057281 FRAME: 0719