

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7072655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHAWN ST. PIERRE	12/08/2015
RECEIVING PARTY DATA	
Name:	HOLOGIC, INC.
Street Address:	250 CAMPUS DRIVE
City:	MARLBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01752
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17524590
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:	6123325300
Email:	gmenz@merchantgould.com
Correspondent Name:	MERCHANT & GOULD HOLOGIC
Address Line 1:	P.O. BOX 2903
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	04576.0075USC4
NAME OF SUBMITTER:	ROBERT S. SYKES
SIGNATURE:	/Robert S. Sykes/
DATE SIGNED:	12/14/2021
Total Attachments: 10	
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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, we, **John LAVIOLA, Shawn ST. PIERRE, Brian STELLMACH, Lori FONTAINE, Joseph A. STAND, III, Estefania ALVAREZ, Stephen GRANTZ, Michelle Dawn LYMAN, Shannon Marie BUTLER and Yuliya MATHIS**, (hereinafter referred to as “ASSIGNORS”), have invented a certain invention entitled **ULTRASOUND LOCALIZATION SYSTEM WITH ADVANCED BIOPSY SITE MARKERS** for which United States Patent Application No. **16/771,379** was filed on **June 10, 2020**; and

WHEREAS, HOLOGIC, INC., a corporation organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at 250 Campus Drive, Marlborough, Massachusetts 01752, (hereinafter referred to as “ASSIGNEE”), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent and applications therefore, or similar legal protection, including without limitation said U.S. Patent Application Serial No. **16/771,379**, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said applications, and to any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or

any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement. ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Date

JOHN LAVIOLA

Name of Witness

Signature of Witness

Date

Shawn ST. PIERRE

Name of Witness

Signature of Witness

Date

Brian STELLMACH

Name of Witness

Signature of Witness

Date

Lori FONTAINE

Name of Witness

Signature of Witness

HOLOGIC, INC.

**EMPLOYEE INTELLECTUAL PROPERTY RIGHTS
AND NON-COMPETITION AGREEMENT**

(v. 011113)

In order to induce Hologic, Inc., a Delaware corporation (the "Company"), to employ me initially or to continue my employment, as the case may be, and in consideration of its doing so, I hereby agree as follows:

1. Definitions.

When used in this Agreement, the terms specified below have the meanings indicated. Terms defined elsewhere in this Agreement have the meanings specified there.

"Company" means the Company and, any other business entity that is either controlled by, controls, or under common control with the Company.

"Confidential Information" means Information, whether it is or is not recorded or embodied in or on Material, that is not a Trade Secret, but that is identified to me as being confidential to the Company.

"Information" means all information concerning technical, administrative, financial, manufacturing, or marketing activities, including, without limitation, design, manufacturing, and procurement specifications; engineering and manufacturing data; manufacturing processes, techniques, and know-how; formulas; information-processing processes or programs; techniques, and know-how; research and development plans; trade secrets; software, marketing plans and strategies; customer names, employee names and responsibilities, cost and financial data, and other data.

"Invention" means any Information, Trade Secret, Material, discovery, invention, improvement, process, formula, or technique, whether patentable or not.

"Material" means any physical embodiment of Information, regardless of whether I or someone else created it, including, without limitation, drawings, specifications, recording media for machine information-processing systems (such as disks, ROMs, and tapes that contain Information), documentation of all types, contracts, reports, manuals, lists, quotations, proposals, correspondence, notebooks, and samples.

"Trade Secret" means any Information, whether it is or is not recorded or embodied on or in a Material, that is not readily available from either the Company or another source without restrictions on its use and disclosure and whose use by Company gives it an opportunity to obtain an advantage over its then-current or potential competitors that do not use it.

“Proprietary Invention” means any Invention I made, conceived, or reduced to practice, either alone or with others, (a) either in the course of performing work for Company or at Company’s expense, or (b) that results from tasks assigned to me by Company, or (c) whose creation ordinarily would be associated with my then current responsibilities as an employee of the Company regardless of where created. If I am identified as an inventor in any application for any United States or foreign patent where the Invention (i) is claimed to have been made, conceived, or reduced to practice during the first year after termination of my employment by the Company and was a Proprietary Invention that occurred before the termination of my employment, then that Invention shall be rebuttably presumed to be a Proprietary Invention.

“Trade Secret Material” means Material that contains Trade Secrets.

2. Acknowledgment of Relationship of Trust.

I realize that my employment by the Company involved a relationship of confidence and trust between me and the Company with respect to its intellectual property rights, which include patents, trade secrets, copyrights, and trademarks, and that, as part of my employment, I am expected to contribute to the Company by creating and protecting those rights. I understand that the Company’s competitive position depends on its ability to develop, utilize, and keep control over those intellectual property rights, and I will develop and protect those rights as provided below, or as otherwise reasonably requested in writing.

3. Non-disclosure of Trade Secrets and Confidential Information.

(a) At all times, both during my employment by the Company and afterward, I will keep in confidence, and will not disclose, any Trade Secrets to anyone, and will not transfer any Trade Secret Material to anyone, including employees of Company, except as authorized by the Company. I will use any Trade Secrets and Trade Secret Material to which I have access only in the course of my work for the Company and for its benefit and will not appropriate it for the benefit of myself or any other person. During my employment by Company, I will comply with its then-current procedures for the protection of Trade Secrets and Trade Secret Material. In the event of any inconsistency between those procedures and the requirements of this Agreement, the more stringent procedures or requirements will apply.

(b) At all times, both during my employment by the Company and afterward, I will keep in confidence and will not disclose or transfer any Confidential Information to any person other than an employee of Company, except as authorized by the Company, and I will not appropriate confidential information for the benefit of myself or any other person.

4. Return of Trade Secret Material and Material Containing Confidential Information.

I will not remove from Company’s premises, or make any copies of, Trade Secret Material or Material containing Confidential Information, except for use in

Company's business. I will return to the Company all such Materials, including all copies of it, in my possession or under my control, (i) at any time upon the request of the Company, and (ii) without such a request at the termination of my employment by the Company. Upon the Company's request, I will furnish a written statement that I returned all such Materials.

5. Prior Inventions.

As a matter of record, and in order to avoid disputes over the application of paragraph 7 below, I attach to this Agreement, as Exhibit A, a complete list of all Inventions I made, conceived, or first reduced to practice, alone or jointly with others, prior to my employment by Employer, that are not described in a publication or patent application in existence on the Effective Date of this Agreement, and that I want to exclude from the effect of this Agreement. If no such list is attached to this Agreement, I represent that I will have no such Inventions as of the Effective Date.

6. Disclosure of Inventions.

I will disclose to the Company promptly (a) any Proprietary Inventions and (b) any Inventions of which I am aware that are made, conceived, or first reduced to practice by others performing services for Employer.

7. Assignment of Proprietary Inventions.

All Proprietary Inventions shall be the exclusive property of the Company, and the Company shall be the owner of any patents and other intellectual property rights related to Proprietary Inventions. Accordingly, I hereby assign and convey to the Company all of my right, title, and interest in and to any Proprietary Inventions.

8. Cooperation and Further Assurances.

I will help the Company, at its expense, obtain and enforce patents on Proprietary Inventions in any countries it selects, and I will execute any related documents, including, without limitation, application papers for letters patent, assignments, affidavits and oaths of facts within my knowledge, and assignments of my right, title, and interest in and to Proprietary Inventions and related patents to the Company or its designee. I will do any other things the Company requests to convey to, or vest in, the Company the rights, titles, benefits, and privileges intended to be conveyed. My obligation under this paragraph shall continue after the termination of my employment, subject to the Company's compensating me at a reasonable rate for time actually spent by me at Employer's request on such help after termination of employment.

9. Prior Agreements.

I attach to this Agreement, as Exhibit B, a complete list of prior agreements with any other person related to intellectual property rights or which restricts in any way my employment by the Company. I represent that my performance of all the terms of this Agreement and as an employee of the Company will not breach any other agreement, including any employment, confidentiality, non-competition, or other agreement,. I will not enter into any agreement either written or oral in conflict with this Agreement.

10. Works in Authorship.

(a) I acknowledge that all Inventions and works of authorship (including, without limitation, works of authorship that contain software program code) I produce during and within the scope of, my employment by the Company, whether they are or are not created on the Company's premises or during hours in which I am supposed to be rendering services to the Company, are works made for hire and are the property of the Company, and that any copyrights or other rights in those Inventions and works of authorship are the property of the Company. If for any reason it appears that the Company is not the author of any such work of authorship for copyright purposes, I hereby expressly assign all of my rights in and to that work to the Company and agree to sign any instrument of specific assignment requested.

(b) I will use reasonable efforts to avoid including in any work of authorship I produce within the scope of my employment any material that then is created by, or on behalf of, any person other than the Company. I will inform the Company of any material created by or on behalf of any other person that I recommend be included in a work of authorship.

11. Information or Material of Others.

I will not disclose to Company, or use in Company's business, or Information or Material relating to the business of any other person and intended by that person not to be disclosed to Company.

12. Full Time and Best Efforts.

I will devote my full time during the time I am expected to work, and my best efforts, to Company's business to the exclusion of all other business activities. In addition, while I am employed by the Company, I will not, directly or indirectly, either by myself or in conjunction with others, be engaged or interested in, or affiliated with, or organize or help to organize, or aid or assist in any manner any business similar to or competitive with Company, except that mere ownership of no more than one percent (1%) of the capital stock of a corporation whose stock is registered under Section 12 or Section 13 of the Securities Exchange Act of 1934 is not so barred. I agree to fully comply with all published Company policies and procedures as they may be amended from time to time, and to always conduct myself in accord with the highest ethical, moral, and legal standards.

13. Non-competition.

During the course of my employment and for two (2) years after termination thereof for any reason, I will not, directly or indirectly, either by myself or in conjunction with others, be engaged or interested in, or affiliated with or organize or help to organize, or aid or assist in any manner, any business competitive with the products and services then offered or planned to be offered by the Company, in the United States or elsewhere, except that I understand that mere ownership of no more than two percent (2%) of the total outstanding stock of a publicly held corporation is not so barred. During this same period, I shall not on behalf of any party or person other than the Company, solicit or induce (or assist or provide information in connection therewith) any (i) then-customer or prospective customer of the Company for any product or service competitive with any product or service then offered or planned to be offered by the Company, or (ii) then-current employee to leave the employ of the Company. I recognize that the foregoing limitations are reasonably required for the adequate protection of the Company's business and do not preclude me from pursuing my livelihood. However, if any such foregoing limitation is found by a court to be unenforceable for any reason, said limitation shall be interpreted to extend only to the maximum extent enforceable. I agree to inform any new employer or associate of this Agreement and to provide it with a copy

Both the employee and Hologic agree that they will discuss at the point of separation, a reasonable alternative to the non-competition portion of this agreement. The intent here would be 1.) not to prevent the employee from seeking gainful employment and 2.) To protect the company's proprietary and confidential information as it pertains to that for which the employee was aware of or was directly involved in. Upon agreement at that time by both parties, the Non-Competition section of this agreement would be so waived.

14. Enforcement.

I acknowledge that my employment by Company imposes on me a duty to act solely for the benefit of Company. In addition to any other remedies Company has available to it, Company is entitled, at its election, to recover from me (a) the value of anything belonging to Company I use, or transfer, in breach of that duty, and (b) any benefit I receive as a result of violating that duty of loyalty, or the value of that benefit or its proceeds, and Company also shall be entitled to recover from me the amount of damages it suffered as a result.

15. Successors and Assigns.

This Agreement shall be binding upon me and my heirs, executors, assigns, and administrators and shall inure to the benefit of Company and its successors and assigns.

16. Miscellaneous.

This Agreement contains the entire and only agreement between me and Company with respect to the subject matter hereof, and no modification shall be

binding on me or Company unless in writing and signed by me and an officer of the Company. My obligations under this Agreement shall survive termination of my employment for any reason, and regardless of whether said termination is or is alleged to be a breach of this or any other Agreement I may have with the Company. This Agreement shall be governed by, subject to, and construed according to the laws of the Commonwealth of Massachusetts. This Agreement is executed under seal.

17. Effective Date.

This Agreement shall be effective as of the date set forth below.

Shawn St. Pierre

(Signature)

Shawn St. Pierre

(Printed Name)

12/8/15

(Date)

69.193.105.226

IP Address

EXHIBIT A

EXHIBIT B