

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7667635

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMPHORA MEDICAL, INC.	06/24/2019
RECEIVING PARTY DATA		
Name:	HOLOGIC, INC.	
Street Address:	250 CAMPUS DRIVE	
City:	MARLBOROUGH	
State/Country:	MASSACHUSETTS	
Postal Code:	01752	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	17984199	
Application Number:	16723129	
CORRESPONDENCE DATA		
Fax Number:	(949)625-8955	
<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>		
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Correspondent Name:	VISTA IP LAW GROUP LLP	
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ATTORNEY DOCKET NUMBER:	SUR.0026 US03 & CON2	
NAME OF SUBMITTER:	DAVID BURSE	
SIGNATURE:	/DavidBurse/	
DATE SIGNED:	11/30/2022	
Total Attachments: 5		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of June 25, 2019, by and between Hologic, Inc., a Delaware corporation ("Assignee"), and Amphora Medical, Inc., a Delaware corporation ("Assignor").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 24, 2019 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other assets, all of the patents and patent applications set forth on the attached Schedule A (the "Assigned Patents"); and

WHEREAS, Assignor is the sole and exclusive owner of the right, title and interest in, to and under the Assigned Patents, and Assignee wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest in, to and under the Assigned Patents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, the entire right, title and interest in and to the Assigned Patents and the inventions they claim (including subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding relating to any of the Assigned Patents and subject matter that could have been included as a claim in any of the Assigned Patents), and any and all continuations, divisionals, continuations-in-part, reissues, reexaminations, extensions, international applications or foreign equivalents thereof, which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Authorization. Assignor authorizes and requests the appropriate governmental authority to record Assignee as owner of the Assigned Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, international applications or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Governing Law. This Assignment is governed by and is to be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the laws of conflict that might otherwise apply.

4. Construction. This Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement will prevail.

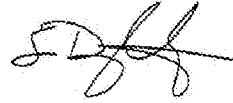
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com)) 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 hereto have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNEE:

HOLOGIC, INC.



By: _____

Name: Sean Daugherty

Title: Division President, GYN Surgical

ASSIGNOR:

AMPHORA MEDICAL, INC.

By: _____

Name: Thomas V. Ressemann

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

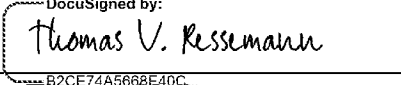
ASSIGNEE:

HOLOGIC, INC.

By: _____
Name: Sean Daugherty
Title: Division President, GYN Surgical

ASSIGNOR:

AMPHORA MEDICAL, INC.

By:  _____
Name: Thomas V. Ressemann
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED PATENTS

F&R Matter #	Appln. No.	Status
45351-0002001	14/030,869	<u>Issued as U.S. Patent 9,095,351</u>
45351-0002002	14/285,627	<u>Issued as U.S. Patent 10,238,451</u>
45351-0002003	14/328,636	<u>Issued as U.S. Patent 10,166,068</u>
45351-0002004	15/950,797	Awaiting examination
45351-0002005	16/192,109	Awaiting examination
45351-0002AU1	2012286770	Issued as AU Patent 2012286770
45351-0002CA1	2843183	Response to Office Action filed on 11/15/2018
45351-0002CN1	201280046659.X	Issued as CN Patent ZL201280046659.X
45351-0002EP1	12746192.9	Examination is in process
45351-0002JP1	2014-523030	Issued as JP Patent 6,318,088
45351-0002JP2	2018-004107	Abandoned (this was a backup plan in case we lost the appeal of the parent case)
45351-0003001	14/030,905	Final OA rec'd. 2/11/2019 and RCE filed 3/12/2019
45351-0004001	14/614,303	Second non-final OA rec'd. 3/20/2019
45351-0005001	14/720,581	<u>Issued as U.S. Patent 10,058,381</u>
45351-0005002	16/113,280	Non final OA rec'd 4/17/19
45351-0005AU1	2015263874	Examination is in progress (Examination Report rec'd 02/04/2019)
45351-0005CA1	2949962	Awaiting examination
45351-0005CN1	201580039294	Awaiting examination
45351-0005EP1	15796300.0	Examination is in progress (response to Extended Search Report filed 07/18/2018)
45351-0005JP1	2017-514394	Examination is in progress (Office Action rec'd 03/05/2019)
45351-0007001	15/589,793	Non final OA rec'd 5/1/19
45351-007WO1	PCI/US2017/03161 1	Expired
45351-0008PO1	62/389,325	Application filed 04/26/2019

PATENT

REEL: 061914 FRAME: 0827

RECORDED: 11/30/2022