

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYTYC SURGICAL PRODUCTS, LLC	07/13/2018
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:	17317432
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>	
Phone:	9497241849
Email:	jll@viplawgroup.com
Correspondent Name:	VISTA IP LAW GROUP LLP
Address Line 1:	100 SPECTRUM CENTER DRIVE, SUITE 900
Address Line 4:	IRVINE, CALIFORNIA 92618
ATTORNEY DOCKET NUMBER:	SUR.0001 US4 (HOLOGIC)
NAME OF SUBMITTER:	DAVID BURSE
SIGNATURE:	/DavidBurse/
DATE SIGNED:	12/01/2022
Total Attachments: 3	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of July 13, 2018 (the "Effective Date"), by and between CYTYC SURGICAL PRODUCTS LLC, a Massachusetts limited liability company having its principal place of business at 250 Campus Drive, Marlborough Massachusetts 01752 ("Assignor") and HOLOGIC, INC., a Delaware corporation, having its principal place of business at 250 Campus Drive, Marlborough Massachusetts, 01752 ("Assignee").

WHEREAS, Assignor desires to, among other things, sell, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the patents and patent applications, all as more particularly identified on attached Schedule A (collectively, the "Assigned Patents") as of the Effective Date.

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

1. Assignment. As of the Effective Date, Assignor hereby transfers, sells and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Patents, the inventions described therein, and all applications, divisions, continuations, continuations-in-part, substitutions, extensions, renewals, reissues, re-examinations, foreign counterparts or other legal protections arising therefrom or any equivalent thereof that claims benefit of priority to the Assigned Patents or the equivalent of any of the foregoing that may be granted or recognized internationally or in any country or jurisdiction ("Assigned Patent Extensions"), the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment is effective from the Effective Date and for the remainder of the entire term of the Assigned Patents and Assigned Patent Extensions.

2. No Conflicts. Assignor represents and warrants to Assignee that the execution and delivery of this Assignment does not breach any agreement to which any Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment. Notwithstanding the foregoing, this Assignment remains subject to liens arising out of (1) the "Obligations" under the Credit Agreement dated as of May 29, 2015, as amended and restated on October 3, 2017, by and between Bank of America, N.A., as administrative agent, certain joint lead arrangers and joint bookrunners, Hologic Inc. and certain of its subsidiaries, as further amended, restated, supplemented and/or modified from time to time; and (2) liens securing other obligations owed by Hologic Inc. and/or its subsidiaries to its (or their) lenders and/or noteholders.

3. Further Assurances. As may be requested by Assignee or its designees or other legal representatives from time-to-time after the date hereof, Assignor agrees to assist Assignee,

or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, at Assignee's expense, to (i) evidence, record, and perfect the assignment of the Assigned Patents and Assigned Patent Extensions and (ii) secure Assignee's rights in the Assigned Patents and Assigned Patent Extensions, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Patents and Assigned Patent Extensions.

4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for patents to issue, certify or assign, as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

CYTYC SURGICAL PRODUCTS, LLC

By: 

Name: John M. Griffin

Title: General Counsel

ASSIGNEE:

HOLOGIC, INC.

By: 

Name: John M. Griffin

Title: General Counsel

Schedule A

U.S. Patent Application 15/389403 "Uterine Distension Fluid Management System with Peristaltic Pumps"

PCT application PCT/US2016/068457 "Uterine Distension Fluid Management System with Peristaltic Pumps"