PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7771001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OMNYX, LLC	12/15/2022

RECEIVING PARTY DATA

Name:	FUJIFILM HEALTHCARE AMERICAS CORPORATION		
Street Address:	81 HARTWELL AVE STE 300		
City:	LEXINGTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02421-3160		

PROPERTY NUMBERS Total: 5

Property Type	Number	
Patent Number:	8463741	
Patent Number:	8638295	
Patent Number:	8996570	
Patent Number:	10878025	
Patent Number:	9760678	

CORRESPONDENCE DATA

Fax Number: (212)536-3901

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.

Phone: 2125363900

Email: NYPatents@klgates.com
Correspondent Name: ANDREW L. REIBMAN

Address Line 1: K&L GATES LLP

Address Line 2: 599 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

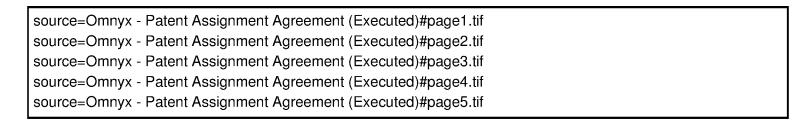
ATTORNEY DOCKET NUMBER: 0803840.00004

NAME OF SUBMITTER: BEATA WHITE

SIGNATURE: /Beata White/

DATE SIGNED: 01/31/2023

Total Attachments: 5



PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is executed as of January 23, 2023, by and between Omnyx, LLC, a Delaware limited liability company ("<u>Assignor</u>") and FUJIFILM Healthcare Americas Corporation, a New York corporation ("<u>Assignee</u>"). Assignor and Assignee may be referred to herein, individually, as a "<u>Party</u>" and, collectively, as the "<u>Parties</u>." Capitalized terms used but not defined in this Agreement have the meanings given such terms in the Asset Purchase Agreement.

WHEREAS, Assignor, certain affiliates of Assignor, and Assignee have entered into the Asset Purchase Agreement dated as of December 15, 2022 (the "Asset Purchase Agreement"), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignor and its affiliates to Assignee of the US Purchased Assets, and assignment and delegation from Assignor and its affiliates to Assignee of the Assumed Liabilities;

WHEREAS, the US Purchased Assets include certain Patents and applications for Patents owned by Assignor, as set forth on <u>Schedule 1</u> attached hereto (the "<u>Acquired Patents</u>"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Acquired Patents.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and intending to be legally bound, the Parties hereby agree as follows:

I. ASSIGNMENT AND ASSUMPTION

- 1.1. Conveyance. In accordance with and subject to the terms of the Asset Purchase Agreement and the Sale Order, and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of Assignor's right, title and interest in, to and under the Acquired Patents, including all of Assignor's rights to prosecute and maintain registrations and applications for, and sue and recover for past, present and future infringements, dilutions, misappropriations of, or other conflicts with, the Acquired Patents, free and clear of all Encumbrances other than Permitted Encumbrances, as contemplated by Section 1.01 of the Asset Purchase Agreement.
- 1.2. <u>Assumption</u>. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Agreement, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignor's right, title and interest in, to and under the Acquired Patents.
- 1.3. <u>Recordation</u>. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Acquired Patents in the United States Patent and Trademark Office and any applicable non-U.S. Governmental Body or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains.

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1.4. <u>Incorporation By Reference</u>. The terms set forth in Section 9.02 (Notices), Section 9.07 (Successors and Assigns), Section 9.09 (Amendment and Modification; Waiver), Section 9.08 (No Third-Party Beneficiaries), Section 9.05 (Severability), Section 9.03 (Rules of Construction), Section 9.10 (Governing Law), and Section 9.12 (Counterparts) of the Asset Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to "this Agreement" shall mean and refer to this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Patent Assignment Agreement to be effective as of the Closing.

ASSIGNOR:

Omnyx, LLC

By: Satish Sanan

Name: Satish Sanan

Title: Chief Executive Officer

[Signature Page to Patent Assignment Agreement]

PATENT

REEL: 062547 FRAME: 0927

ASSIGNEE:

FUJIFILM Healthcare Americas Corporation

By: Hidetoshi Izawa

Name: Hidetoshi Izawa

Title: President and CEO

SCHEDULE 1

ACQUIRED PATENTS

Patent Number	Jurisdiction	Title	Patent Issue Date
8,463,741	United States	Digital pathology system	06-11-2013
8,638,295	United States	Control configuration for digital image system	01-28-2014
8,996,570	United States	Histology workflow management system	03-31-2015
10,878,025	United States	Field of view navigation tracking	12-29-2020
9,760,678	United States	Systems and Methods in Digital Pathology	08-23-2017
EP 2473928 B1 WO	European Union (EPO) & International (WO)	Digital Pathology System	03-10-2011 (EPO patent grant date)
2011/028606 A1	mornadonar (400)		

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RECORDED: 01/31/2023