

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7771001

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OMNYX, LLC	12/15/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FUJIFILM HEALTHCARE AMERICAS CORPORATION	
<b>Street Address:</b>	81 HARTWELL AVE STE 300	
<b>City:</b>	LEXINGTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02421-3160	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8463741	
<b>Patent Number:</b>	8638295	
<b>Patent Number:</b>	8996570	
<b>Patent Number:</b>	10878025	
<b>Patent Number:</b>	9760678	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)536-3901	
<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>		
<b>Phone:</b>	2125363900	
<b>Email:</b>	NYPatents@klgates.com	
<b>Correspondent Name:</b>	ANDREW L. REIBMAN	
<b>Address Line 1:</b>	K&L GATES LLP	
<b>Address Line 2:</b>	599 LEXINGTON AVENUE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	
<b>ATTORNEY DOCKET NUMBER:</b>	0803840.00004	
<b>NAME OF SUBMITTER:</b>	BEATA WHITE	
<b>SIGNATURE:</b>	/Beata White/	
<b>DATE SIGNED:</b>	01/31/2023	
<b>Total Attachments: 5</b>		

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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of January 23, 2023, by and between Omnyx, LLC, a Delaware limited liability company (“Assignor”) and FUJIFILM Healthcare Americas Corporation, a New York corporation (“Assignee”). Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.” 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 Schedule 1 attached hereto (the “Acquired Patents”); 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. Assumption. 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. Recordation. 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.

1.4. Incorporation By Reference. 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]*

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

**ASSIGNOR:**

**Omnyx, LLC**

By:   
Name: Satish Sanan  
Title: Chief Executive Officer

*[Signature Page to Patent Assignment Agreement]*

**PATENT**  
**REEL: 062547 FRAME: 0927**

**ASSIGNEE:**

FUJIFILM Healthcare Americas Corporation

DocuSigned by:  
By: Hidetoshi Izawa  
Name: Hidetoshi Izawa  
Title: President and CEO

*[Signature Page to Patent Assignment Agreement]*

**SCHEDULE 1**  
**ACQUIRED PATENTS**

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