

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENTINELLE MEDICAL INC.		09/26/2014	CORPORATION:
HOLOGIC, INC.		09/26/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	INVIVO CORPORATION		
Street Address:	3000 MINUTEMAN ROAD, BUILDING ONE		
Internal Address:	C/O PHILIPS ELECTRONICS NORTH AMERICA CORPORATION		
City:	ANDOVER		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4440525	SENTINELLE	
Registration Number:	3592124	SENTINELLE MEDICAL	
Registration Number:	3364611	SENTINELLE VANGUARD BREAST MR AUXILIARY	
Registration Number:	3380492	VANGUARD	
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>			
Email:	lagould@mintz.com		
Correspondent Name:	MINTZ LEVIN		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	37608-026		
NAME OF SUBMITTER:	Leslie Gould		
SIGNATURE:	/Leslie Gould/		
DATE SIGNED:	10/13/2014		
Total Attachments: 7			
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TRADEMARK

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of September 26, 2014, is entered into by and among Sentinelle Medical Inc., an Ontario corporation, having an address of 555 Richmond Street W, Toronto, ON M5V 3B1, Canada, and Hologic, Inc., a Delaware corporation, having an address of 35 Crosby Drive, Bedford, MA 01730 (together, "Assignor"), on the one hand, and Invivo Corporation, a Delaware Corporation, having an address of c/o Philips Electronics North America Corporation, 3000 Minuteman Road, Building One, Andover, MA 01810 ("Assignee"), on the other.

WHEREAS, Assignor owns all right, title and interest in and to the Trademarks (as defined in the Asset Purchase Agreement) set forth on Schedule A hereto, including any and all common law rights appurtenant thereto (collectively, the "Trademarks");

WHEREAS, the parties hereto have entered into that certain Asset Purchase Agreement, dated as of September 26, 2014, by and among Assignor, Assignee and Invivo Supply, ULC, a British Columbia unlimited liability company and subsidiary of Assignee (the "Asset Purchase Agreement"), whereby Assignor agreed to sell, transfer, assign, deliver and relinquish to Assignee all of its right, title and interest in and to the Acquired Assets, which include the Trademarks;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, do hereby agree as follows:

1. Assignor hereby grants, conveys, assigns, transfers, sells, releases, sets over and confirms to Assignee, in perpetuity, all of Assignor's right, title and interest in and to (i) the Trademarks, (ii) any and all intellectual property and other proprietary rights in and to such Trademarks, including all goodwill connected with the use thereof and symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of any of the Trademarks and (iv) any and all rights corresponding thereto in the United States, Canada and any other jurisdiction for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

3. This Agreement shall be governed by the Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause application of the Laws of any jurisdiction other than the State of Delaware.

4. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

5. Assignor further agrees at any time to execute and to deliver upon request of the Assignee such additional documents, if any, as are necessary or desirable to secure the Trademarks throughout all countries of the world, and otherwise to take all necessary actions to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

6. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

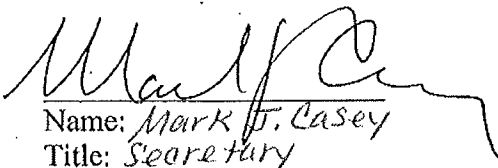
7. Assignor further covenants that Assignee will, upon its reasonable request, be provided promptly with all pertinent facts and documents relating to the Trademarks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any opposition, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Trademarks which may be necessary or desirable to carry out the purposes thereof.

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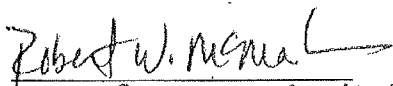
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

SENTINELLE MEDICAL INC.

By: 
Name: *Mark J. Casey*
Title: *Secretary*

HOLOGIC, INC.

By: 
Name: *Robert W. McMahon*
Title: *Chief Financial Officer*

ASSIGNEE:

INVIVO CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

SENTINELLE MEDICAL INC.

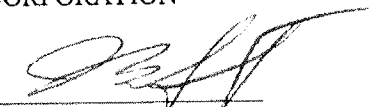
By: _____
Name:
Title:

HOLOGIC, INC.

By: _____
Name:
Title:

ASSIGNEE:

INVIVO CORPORATION

By: 
Name: Joseph Innamorati
Title: Senior Vice President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Trademarks

Mark	Jurisdiction	Application No	Registration No	Status	Next Renewal
SENTINELLE	Australia	1052604	1390880	Registered	September 13, 2020
SENTINELLE	Austria	CTM009372442	009372442	Registered	
SENTINELLE	Benelux	CTM009372442	009372442	Registered	
SENTINELLE	Brazil	830760407		Pending	
SENTINELLE	Brazil	830760415		Pending	
SENTINELLE	Bulgaria	CTM009372442	009372442	Registered	
SENTINELLE	Croatia	CTM009372442	009372442	Registered	
SENTINELLE	Republic of Cyrus	CTM009372442	009372442	Registered	
SENTINELLE	Czech Republic	CTM009372442	009372442	Registered	
SENTINELLE	Denmark	CTM009372442	009372442	Registered	
SENTINELLE	Estonia	CTM009372442	009372442	Registered	
SENTINELLE	European Community	CTM009372442	009372442	Registered	September 14, 2020
SENTINELLE	Finland	CTM009372442	009372442	Registered	
SENTINELLE	France	CTM009372442	009372442	Registered	
SENTINELLE	Germany	CTM009372442	009372442	Registered	
SENTINELLE	Gibraltar	CTM009372442	009372442	Registered	
SENTINELLE	Greece	CTM009372442	009372442	Registered	
SENTINELLE	Hungary	CTM009372442	009372442	Registered	
SENTINELLE	International – Madrid Protocol	1052604	1052604	Registered	

Mark	Jurisdiction	Application No	Registration No	Status	Next Renewal
SENTINELLE	Ireland	CTM009372442	009372442	Registered	
SENTINELLE	Italy	CTM009372442	009372442	Registered	
SENTINELLE	Japan	1052604	1052604	Registered	September 13, 2020
SENTINELLE	Republic of Korea	1052604	1052604	Lapsed	September 13, 2020
SENTINELLE	Latvia	CTM009372442	009372442	Registered	
SENTINELLE	Lithuania	CTM009372442	009372442	Registered	
SENTINELLE	Malta	CTM009372442	009372442	Registered	
SENTINELLE	Mexico	1119257		Abandoned	
SENTINELLE	Mexico	1119257		Abandoned	
SENTINELLE	Poland	CTM009372442	009372442	Registered	
SENTINELLE	Portugal	CTM009372442	009372442	Registered	
SENTINELLE	Romania	CTM009372442	009372442	Registered	
SENTINELLE	Slovakia	CTM009372442	009372442	Registered	
SENTINELLE	Slovenia	CTM009372442	009372442	Registered	
SENTINELLE	Spain	CTM009372442	009372442	Registered	
SENTINELLE	Sweden	CTM009372442	009372442	Registered	
SENTINELLE	Turkey	1052604	1052604	Registered	September 13, 2020
SENTINELLE	United Kingdom	CTM009372442	009372442	Registered	
SENTINELLE	United States of America	85/125,786	4440525	Registered	November 26, 2023
SENTINELLE MEDICAL	Canada	1480255		Abandoned	

Mark	Jurisdiction	Application No	Registration No	Status	Next Renewal
SENTINELLE MEDICAL and design	United States of America	77/221,699	3,592,124	Registered	March 17, 2019
SENTINELLE VANGUARD BREAST MR AUXILIARY TABLE	United States of America	77/126,997	3,364,611	Registered	January 8, 2018
VANGUARD	Canada	1480245		Abandoned	
VANGUARD	United States of America	77/128,622	3,380,492	Registered	February 12, 2018
OPTICOMFORT				Unregistered	
VARIABLE COIL GEOMETRY				Unregistered	
VERITY				Unregistered	