

900507099 07/18/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amphora Medical, Inc.		06/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Hologic, Inc.		
Street Address:	250 Campus Drive		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: MASSACHUSETTS DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4672600	AMPHORA MEDICAL	
Serial Number:	87836473	SILENSA	
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:	donna.dickson@hologic.com		
Correspondent Name:	Hologic, Inc.		
Address Line 1:	250 Campus Drive		
Address Line 4:	Marlborough, MASSACHUSETTS 01752		
NAME OF SUBMITTER:	Donna Dickson		
SIGNATURE:	/Donna Dickson/		
DATE SIGNED:	07/18/2019		
Total Attachments: 4			
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CH \$65.00 4672600

TRADEMARK ASSIGNMENT

THIS TRADEMARK 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 20, 2019 (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to all trademarks and trademark applications set forth on Schedule A hereto (the "Assigned Marks").

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:

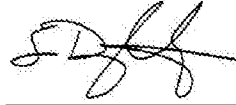
1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby purchases and receives from Assignor, all of Assignor's right, title and interest in and to the Assigned Marks, including any and all common law rights, state or federal registrations thereof, all trade name rights, service name rights and all of the goodwill of the business pertaining to the Assigned Marks, all tangible and electronic embodiments of the Assigned Marks, and all rights to institute or maintain any proceeding or other action to protect the Assigned Marks or recover damages for any past or present infringement thereof.
2. 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.
3. 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.
4. 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 duly 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 duly authorized representatives.

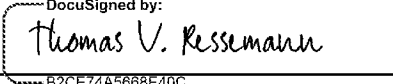
ASSIGNEE:

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 MARKS

Docket ID	Country	Mark	Classes	Status	App. No.	Date Filed	Reg. No.	Registered	Next Renewal
204107-002001	US	AMPHORA MEDICAL	10	Registered	86035635	12-Aug-13	4672600	13-Jan-15	13-Jan-25
204107-002002	Canada	AMPHORA MEDICAL	10	Allowed	1660784	23-Jan-14			
204107-002003	Intl Registration	AMPHORA MEDICAL	10	Registered	A0040566	29-Jan-14	1198539	29-Jan-14	29-Jan-24
204107-002003	Australia	AMPHORA MEDICAL	10	Registered	A0040566	29-Jan-14	1616643	30-Jul-14	
204107-002003	China	AMPHORA MEDICAL	10	Registered	A0040566	29-Jan-14	1198539	04-Feb-15	
204107-002003	European Community	AMPHORA MEDICAL	10	Registered	A0040566	29-Jan-14	1198539	12-Feb-15	
204107-002003	Japan	AMPHORA MEDICAL	10	Registered	A0040566	29-Jan-14	1198539	09-Oct-14	
204107-002009	US	SILENSA	10	Allowed	87836473	15-Mar-18			
204107-002012	Canada	SILENSA	10	Pending	1919735	12-Sep-18			
204107-002013	Intl Registration	SILENSA	10	Registered	A0079046	11-Sep-18	1429987	11-Sep-18	11-Sep-28
204107-002013	Australia	SILENSA	10	Pending	A0079046	11-Sep-18			
204107-002013	China	SILENSA	10	Registered	A0079046	11-Sep-18	1429987	29-Jan-19	
204107-002013	European Community	SILENSA	10	Registered	A0079046	11-Sep-18	1429987	27-Mar-19	
204107-002013	Japan	SILENSA	10	Pending	A0079046	11-Sep-18			
204107-002013	United Kingdom	SILENSA	10	Registered	A0079046	11-Sep-18	1429987	23-Jan-19	

TRADEMARK

REEL: 006699 FRAME: 0610

RECORDED: 07/18/2019