

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanarus Technologies, Inc.		12/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hologic, Inc.		
Street Address:	250 Campus Drive		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3295500	IMARC	
Registration Number:	2847641	SANARUS	
Registration Number:	2751327	THE VISIBLE DIFFERENCE IN BREAST CARE	
Registration Number:	5216661	V2	
Registration Number:	2837181	VISICA	
CORRESPONDENCE DATA			
Fax Number:	6174430004		
<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:	6174439292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Steven A. Abreu		
Address Line 1:	100 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3725/2094		
NAME OF SUBMITTER:	Steven A. Abreu		
SIGNATURE:	/Steven Abreu/		
DATE SIGNED:	02/25/2021		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of December 29, 2020 is made between by and between SANARUS TECHNOLOGIES, INC., a Delaware corporation (“**Seller**”), and HOLOGIC, INC., a Delaware corporation (“**Buyer**”), the purchaser of certain assets owned by Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of December 29, 2020 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in any and all intellectual property rights used or held for use in the Business (as defined in the Asset Purchase Agreement) including (the “**Assigned IP**”):

(a) all patents, patentable inventions and patent applications, design registrations and all reissues, divisionals, provisionals, non-provisional continuations and continuations-in-part, renewals, extensions, and reexaminations; all trademarks, service marks, trade names, trade dress, logos, brand names, domain names and other source identifiers, along with all goodwill embodied therein; all copyrightable works; all trade secrets, know-how, data, data bases, and other material proprietary and confidential information and rights; all registrations and applications for any of the foregoing; and all intellectual property that is licensed to the Seller by a third party licensor pursuant to a written license agreement that remains in effect, as set forth on **Schedule A** hereto;

(b) any and all royalties, fees, income, payments and other proceeds hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the sole right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall use commercially reasonable efforts to take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge that this

IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to supersede, modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. Nothing in this IP Assignment shall alter or expand any liability or obligation of Seller or Buyer arising under the Asset Purchase Agreement.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

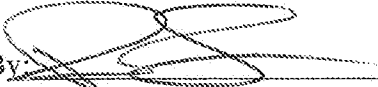
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

SANARUS TECHNOLOGIES, INC.

By: 
Name: Richard Stark
Its: CEO

HOLOGIC, INC.

By: _____
Name:
Its:


[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

SANARUS TECHNOLOGIES, INC.

By: _____
Name:
Its:

HOLOGIC, INC.

By:  _____
Name: John M. Griffin
Its: General Counsel

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Record Type	Client	Reference	Country	Description/Title	Status	Status Dat	Event	Event Date
Trademark	Sanarus	403.21	United States	SANARUS			Section 8 Declaration and Section 9 Renewal Begins	06/01/2023
							Section 8 Declaration and Section 9 Renewal Ends	06/01/2024
Trademark	Sanarus	403.21BR	Brazil	SANARUS			Renewal Due	12/13/2025
Trademark	Sanarus	403.21CA	Canada	SANARUS			REMINDER Renewal due 1/11/21	12/11/2020
							Renewal	01/11/2021
Trademark	Sanarus	408.03	United States	THE VISIBLE DIFFERENCE IN BREAST CARE			Section 8 Declaration and Section 9 Renewal Begins	08/12/2022
							Section 8 Declaration and Section 9 Renewal Ends	08/12/2023
Trademark	Sanarus	408.06	United States	VISICA			Section 8 Declaration and Section 9 Renewal Begins	04/27/2023
							Section 8 Declaration and Section 9 Renewal Ends	04/27/2024
Trademark	Sanarus	408.19	United States	IMARC			Section 8 Declaration and Section 9 Renewal Begins	09/18/2026
							Section 8 Declaration and Section 9 Renewal Ends	09/18/2027
Trademark	Sanarus	408.24	United States	V2			Section 8 and 15 Declarations Begin	06/06/2022
							Section 8 and 15 Declarations End	06/06/2023