

900468352 10/02/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM492266

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cokiya, Inc.		08/22/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Faxitron Bioptics, LLC		
<b>Street Address:</b>	c/o 250 campus drive		
<b>Internal Address:</b>	Hologic, Inc.		
<b>City:</b>	marlborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01752		
<b>Entity Type:</b>	Corporation: DELAWARE <i>LLC</i>		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87529409	TRULOC	
<b>Registration Number:</b>	4838402	TRUNODE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8773927184		
<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>	7819997346		
<b>Email:</b>	carolann.mahoney@hologic.com		
<b>Correspondent Name:</b>	CarolAnn Mahoney		
<b>Address Line 1:</b>	250 Campus Drive, legal		
<b>Address Line 4:</b>	Marlborough, MASSACHUSETTS 01752		
<b>NAME OF SUBMITTER:</b>	carolann mahoney		
<b>SIGNATURE:</b>	/carolann mahoney/		
<b>DATE SIGNED:</b>	10/02/2018		
<b>Total Attachments: 7</b>			
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## **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT**

This Assignment of Intellectual Property Rights Agreement (this “Agreement”), made this 22nd day of August, 2018, is by and between Cokiya, Inc. (the “Assignor”) and Faxitron Bioptics, LLC, a Delaware limited liability company (hereinafter, the “Assignee”). Capitalized terms used but not defined herein shall have the respective meanings set forth in that certain Option and Right of First Refusal Agreement, effective as of April 13, 2015, by and among the Equityholders (as defined in the Option), Assignor and the Assignee, as amended or modified from time to time, including by that certain Reinstatement of Option, dated as of March 20, 2018, as amended (as amended, the “Option”).

WHEREAS, on the date hereof, pursuant to the terms of the Option, the equity holders of the Assignor will sell, transfer, assign and convey, and the Assignee will purchase, 100% of the outstanding capital stock and other equity interests of the Assignor in exchange for the Purchase Price;

WHEREAS, the Assignor owns certain intellectual property relating to its business, including, but not limited to, the Intellectual Property Rights (as defined below); and

WHEREAS, in connection with the transactions contemplated by the Option, the Assignor desires to assign, transfer and convey to the Assignee, all of the Assignor’s right, title and interest in and to the Intellectual Property Rights (including (but not limited to) the intellectual property set forth on Schedule I).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Agreement agree as follows:

1. Assignment. For good and valuable consideration to the Assignor (including the Purchase Price), the receipt of which is hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee all of the Assignor’s right, title and interest in and to all of the Intellectual Property Rights. For purposes of this Agreement, “Intellectual Property Rights” means intellectual property and all associated rights of the Assignor in any jurisdiction throughout the world, including (but not limited to) associated (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and improvements thereto, and any reissue, continuation, continuation in part, divisional, revision, extension, reexamination, or counterpart thereof; (ii) trademarks, service marks, industrial designs, trade dress, internet domain names and web sites, logos, slogans, designs, trade names and corporate names and other indicia of origin, together with all goodwill associated therewith; (iii) registered and unregistered copyrights, copyrightable works and other works of authorship (whether or not copyrightable), data, databases, database rights and mask works; (iv) all registrations, applications and renewals for any of the foregoing; (v) trade secrets and other confidential information (including ideas, formulae, compositions, know how, manufacturing and production and other processes, technologies, methods, and techniques, research and development information, drawings, specifications, designs, layouts, formulae, algorithms, compositions, industrial models, architectures, plans, proposals, technical data, financial, business and marketing plans, price and cost information, and customer and supplier

lists and related information); (vi) proprietary computer software and software systems (including, without limitation, data, databases and related documentation) and all other computer software; (vii) other intellectual property and proprietary rights; (viii) licenses or other agreements to or from third parties regarding the foregoing, to the extent permissible pursuant to the terms thereof; and (ix) all copies and tangible embodiments of the foregoing (in whatever form or medium), and all claims and other rights with respect thereto. The Intellectual Property Rights shall include, but not be limited to, intellectual property set forth on Schedule I.

2. Assignor Representations and Warranties. The Assignor represents and warrants to the Assignee that the Assignor is the owner of, and that the Assignor can grant its right, title and interest in and to, the Intellectual Property Rights, and that except as set forth on Schedule I, the Intellectual Property Rights are not subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights, in each case that materially interfere with the Assignee's use, or exercise of ownership of, the Intellectual Property Rights. The Assignor further represents and warrants to the Assignee that the Intellectual Property Rights are free of any claim of any prior individual, entity or third party client of the Assignor, and that the Assignor is not aware of any claims by any third party to any rights in or to any of the Intellectual Property Rights. The Assignor agrees to notify the Assignee as promptly as practicable upon becoming aware of any such claims. Notwithstanding the foregoing, nothing in this Section 2 or any other provision of this Agreement shall (i) be construed as expanding the scope of or adding to the representations and warranties contained in the Option Agreement or (ii) create any indemnity obligation of Assignor or the Equityholders pursuant to Section 2(c) of the Option.

3. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement and the Option, including in respect of any Intellectual Property Rights that are improperly registered in the name of an Assignor or its Affiliates. The Assignor further agrees, promptly upon request of the Assignee, or any of its successors or assigns, to execute and deliver, or to cause its Affiliates (as they exist prior to the date hereof) to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property Rights, and to cooperate and assist the Assignee in protecting said rights and any adjudication of the same.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

6. Entire Agreement. This Agreement and the documents referred to herein, including the Option, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and

agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

7. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Assignee may assign its rights and obligations under this Agreement. No Assignor may assign its rights and obligations under this Agreement.

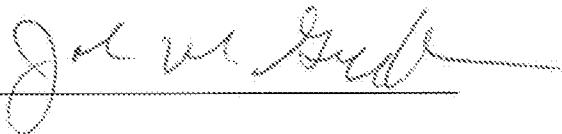
8. Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

9. Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property Rights Agreement to be executed as of the date first set forth above.

**FAXITRON BIOPTICS, LLC**

By: \_\_\_\_\_

Name: John M. Griffin

Title: President

Acknowledged and Agreed:

**COKIYA, INC.**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property Rights Agreement to be executed as of the date first set forth above.

**FAXITRON BIOPTICS, LLC**

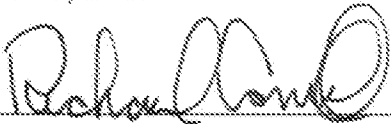
By: \_\_\_\_\_

Name:

Title:

Acknowledged and Agreed:

**COKIYA, INC.**

By:  \_\_\_\_\_

Name: Richard Conwell

Title: President / CEO

## Schedule I

### Trademarks

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
Australia	TRUNODE	Filing Date 7/30/2015 Reg. Date 10/9/2015	Appl. No. 1710868 Reg. No. 1710868	Registered	Faxitron Bioptics, LLC
China	TRUNODE	Filing Date 8/4/2015 Reg. date 9/28/2016	Appl. No. 17583882 Reg. No. 17583882	Registered	Faxitron Bioptics, LLC
EU	TRUNODE	Filing Date 2/3/2015 Reg. Date 5/28/2015	Appl. No. 013703764 Reg. No. 013703764	Registered	Faxitron Bioptics, LLC
Japan	TRUNODE	Filing Date 7/30/2015 Reg. Date 2/26/2016 Reg. Date 2/26/2016	Appl. No. 73200/2015 Reg. No. 0005829545 Reg. No. 5829545	Registered	Faxitron Bioptics, LLC
Korea	TRUNODE	Filing Date 7/30/2015 Reg. Date 5/4/2016	Appl. No. 40-2015- 0056917 Reg. No. 401176779	Registered	Faxitron Bioptics, LLC
U.S.	TRULOC	Filing Date 7/14/2017	Serial No. 87/529,409	Suspended	Cokiya, Inc.
U.S.	TRUNODE	Filing Date 1/30/2015 Reg. Date 10/20/2015	Serial No. 86/519,309 Reg. No. 4,838,402	Registered	Cokiya, Inc.

### Patents

Country	Title	Filing/Issue Date	Appl./Patent No.	Status	Owner
PCT	Gamma Probe with Hand-Piece Control of Detection Parameters	Filing Date 7/1/2014	Appl. No. PCT/US2014/045165 Publ. No. WO/2015/003020	Converted	Cokiya, Inc. National phase: AU, EPO
Australia	Gamma Probe with Hand-Piece Control of Detection Parameters	Filing Date 7/1/2014	Appl. No. 2014284377	Pending	Cokiya, Inc.



Country	Title	Filing/Issue Date	Appl./Patent No.	Status	Owner
EPO	Gamma Probe with Hand-Piece Control of Detection Parameters	Filing Date 7/1/2014	Appl. No. 14819862.5	Pending	Cokiya, Inc.
U.S.	Gamma Probe with Hand-Piece Control of Detection Parameters	Filing Date 7/1/2013	Prov. Appl. No. 61/841,581	Expired	Cokiya, Inc.
U.S.	Gamma Probe with Hand-Piece Control of Detection Parameters	Filing Date 1/4/2016	Appl. No. 14/902,796	Pending	Cokiya, Inc.
PCT	Sterile Exoshell with Operable Controls for Surgical Probe				Record unavailable Note indicates to be filed 5/27/2018
U.S.	Sterile Exoshell with Operable Controls for Surgical Probe	Filing Date 3/27/2017	Prov. Appl. No. 62/477,097	Expired	Record unavailable
U.S.	Sterile Exoshell with Operable Controls for Surgical Probe				Record unavailable Note indicates to be filed 5/27/2018
U.S.	Offset-Free Rail-to-Rail Derandomizing Peak Detect-and-Hold Circuit	Filing Date 12/3/2001 Issue Date 1/28/2003	Appl. No. 09/999,237 Patent No. 6,512,399	Issued	Brookhaven Science Associates
U.S.	Monolithic Amplifier with Stable, High Resistance Feedback Element and Method for Fabricating the Same	Filing Date 9/24/1996 Issue Date 8/11/1998	Appl. No. 08/719,092 Patent No. 5,793,254	Expired	Brookhaven Science Associates

*Assignment of Intellectual Property Rights Agreement*