

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Eve Coste-Maniere</td><td>03/29/2010</td></tr></table>	Name	Execution Date	Eve Coste-Maniere	03/29/2010									
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Eve Coste-Maniere	03/29/2010												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Intuitive Surgical Operations, Inc.</td></tr><tr><td>Street Address:</td><td>1266 Kifer Road</td></tr><tr><td>Internal Address:</td><td>Building 101</td></tr><tr><td>City:</td><td>Sunnyvale</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94086</td></tr></table>	Name:	Intuitive Surgical Operations, Inc.	Street Address:	1266 Kifer Road	Internal Address:	Building 101	City:	Sunnyvale	State/Country:	CALIFORNIA	Postal Code:	94086	
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PROPERTY NUMBERS Total: 1													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Application Number:</td><td>10557790</td></tr></table>	Property Type	Number	Application Number:	10557790									
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Application Number:	10557790												
CORRESPONDENCE DATA													
Fax Number: (408)523-6845 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 408-523-2129													
Email: patent.group@intusurg.com													
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Address Line 2: BUILDING 101													
Address Line 4: SUNNYVALE, CALIFORNIA 94086													
ATTORNEY DOCKET NUMBER:	EVE 1												
NAME OF SUBMITTER:	Anne Killingsworth												
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PATENT ASSIGNMENT

THIS AGREEMENT is entered into by and between Eve Coste-Maniere, ("ECM"), a French citizen and resident domiciled 8, rue Alphonse Karr, Résidence Le Palace, 06000 Nice, France, and Intuitive Surgical Operations, Inc. ("IS"), a Delaware corporation on March 19th, 2010 ("the Effective Date").

WHEREAS, ECM has developed an expertise in the field of augmented reality as well as surgical simulation and owns and has rights in various patents issued in such fields, including a couple of French patents and US, EP and Canadian applications for patents pending, as listed in Appendix A hereto ("Patents");

WHEREAS, ECM has given instructions to the patent attorneys in charge of the prosecution of such applications to make divisional applications of the US patent application US2007/0147707, EP patent application EP1625546, and Canadian patent application CA2526590 covering and claiming mobile phone applications and geolocalisation devices ("Divisionals"), which will be assigned by ECM to MYRIAD GROUP AG ("Myriad");

WHEREAS, ECM has granted an exclusive licence to Myriad under the French patent FR0306176 for all applications outside the Medical Field of Use; and

WHEREAS, IS wishes to acquire the ownership of the Patents (without Divisionals) and ECM is willing to sell such Patents to IS, subject only to the rights granted to Myriad;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

DEFINITIONS

As used in this agreement, the following capitalized terms have the following meaning:

"Affiliated Companies" means a corporation, company, or other entity, fifty percent (50%) or more of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned by, controlled by, and/or controls, directly or indirectly, a party hereto;

"Licence Agreement" means the exclusive licence agreement between ECM and Myriad, a copy of which is attached as Appendix B;

"Medical Field of Use" means the medical field, i.e.; all applications of the invention in the field of medical diagnostic and/or treatment of health diseases or disorders, including medical robotics.

"Myriad Field of Use" means mobile phone and/ or geolocalisation field, i.e. all applications of the invention in the field of mobile communication and/ or geolocalisation devices and services.

"Myriad" means Myriad Group AG, a company registered in Switzerland, with headquarters at Dubendorf, Lagerstrasse 14, CH-8600 Dübendorf, Switzerland, and its affiliated companies;

"Patents" shall mean the patents and the patent applications listed in Appendix A.

1. CONVEYANCE

1.1. ECM does hereby irrevocably assign to IS :

- a) all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, economic rights, moral rights, equitable interests, all goodwill and all other rights), in and to the Patents.
- b) the right to enforce, commence proceedings, takes any action and make the benefit of any rights to which ECM might be entitled for any past, present and future infringements of the rights assigned by this agreement, and receive and/or collect damages therefore without any accounting to ECM.

1.2. IS and its Affiliated Companies shall not, nor permit others to,

- a) amend the patent applications, file continuation applications or continuation-in-part applications to extend the scope of the Patents to fields other than the Medical Field of Use and in particular to mobile phone applications and geolocalisation devices which are reserved to Myriad.
- b) use the French patent FR0306176 in a way that would infringe upon the exclusive rights granted by ECM to Myriad.

1.3. In the event the Divisionals would be rejected for any reason by the patent office, then IS irrevocably agrees to:

- a) grant Myriad an exclusive, perpetual, fully paid up, royalty free licence, with the right to sublicense, to use, have used, exploit the US patent application US2007/0147707, EP patent application EP1625546, and Canadian patent application CA2526590 in the Myriad Field of Use as if the full ownership of the divisional application had been granted to Myriad, and,
- b) waive for itself and its Affiliated Companies any right to exploit, use or have used the US patent application US2007/0147707, EP patent application EP1625546, and Canadian patent application CA2526590 in the Myriad Field of Use.
- c) maintain the US patent application US2007/0147707, EP patent application EP1625546, and Canadian patent application CA2526590 in vigour and, if IS decides not to maintain it, inform Myriad in due time and offer Myriad to purchase the patent for 1 Euro.

2. FILING AND COMMUNICATION OBLIGATIONS

2.1. ECM agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary for IS to carry out the provisions of this agreement (e.g. publication of the assignment).

2.2. IS undertakes to make commercially reasonable effort to obtain the issuance of the patents by the US, EP and Canadian patent offices in a reasonable timeframe;

2.3. IS shall maintain in force the French Patent FR0306176 and proceed to every formality required and especially, pay the annuities until full expiry.

2.4. IS shall be solely responsible for all actions and all costs whatsoever, including attorney's fees and patent office fees in any jurisdiction, having a due date after the Effective Date and associated with maintaining the enforceability and prosecution of the Patents, but not the Divisionals. ECM shall assist and cooperate with IS in all prosecution/examination as well as enforcement activities of the Patents. IS shall pay ECM a reasonable hourly consulting fee for ECM's cooperation in any enforcement and prosecution activities. Such consulting works shall not exceed 8 hours a week and shall be paid at the rate of 200 Euros per hour in 2009.

2.5. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by facsimile or by registered or certified mail to the following address and shall be effective upon mailing:

For ECM:

Eve Coste-Maniere
8, rue Alphonse Karr,
Residence Le Palace,
06000 Nice - France

For IS:

Intuitive Surgical Operations, Inc.
1266 Kifer Road, Building 101
Attention: General Counsel-Legal Dept.
Facsimile: (408) 523-1390
Email: mark.meltzer@intusurg.com

3. CONSIDERATION

3.1. As consideration for the assignment of Patents to IS under this agreement, IS shall pay to ECM the following amounts, no portion of which shall be refundable unless ECM materially breaches her obligations under this Agreement:

- a) 50.000 Euros, payable five (5) business days following the Effective Date.
- b) 5.000 Euros at the issuance of the Canadian Patent,
- c) 25.000 Euros at the issuance of the US patent; and
- d) 20.000 Euros at the issuance of the EP Patent.

3.2. Payments shall be made by wire transfer to:

Sort Code		Branch number		Account number		RIB (bank details)	
30056		00200		00000007747		20	
IBAN (International Bank Account Number)						BIC Code	
FR76 3005 6002 9902 0000 0774 720						CCFRFRPP	
Branch name							
HSBC FR NICE GRIMALDI							
MLE COSTE MANIERE EVE							

3.3. IS shall deliver to ECM any document evidencing the payment of taxes withheld in respect of this agreement, if any.

4. REPRESENTATION AND WARRANTIES

4.1. ECM represents and warrants:

- a) ECM has the right, power and authority to enter into this agreement;
- b) ECM is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Patents;
- c) The Patents are free of any liens, security interests, encumbrances or licenses with the exception of the licence granted to Myriad;
- d) There are no claims, pending or threatened, from any third party, with respect to ECM's rights in the Patents;
- e) This agreement is valid, binding and enforceable in accordance with its terms;
- f) ECM is not subject to any agreement, judgment or order inconsistent with the terms of this agreement;

4.2. IS and its Affiliated Companies hereby consent and warrant that they will not contest or challenge, in any proceedings, the validity and/or scope of the Patents, unless ECM asserts such patents directly against IS and/or its Affiliated Companies in a judicial or legal proceedings in France or any where in the world.

4.3. Nothing contained in this Agreement shall be construed as:

- a) a warranty or representation by ECM as to, the validity and/or scope of the Patents;
- b) imposing on any party any obligation to institute any suit or action for infringement of Patents, or to defend any suit or action brought by a third party which challenges or concerns the validity of any Patents assigned under this Agreement

5. MISCELANEOUS

5.1. Each party may disclose the existence of this Agreement and the fact that rights related to the Patents were conveyed hereunder by ECM to IS. However, until the date that the last Patent expires, each party agrees not to disclose the terms of this Agreement to any third party (other than Affiliated Companies) without the prior consent of the other party. This obligation is subject to the following exceptions:

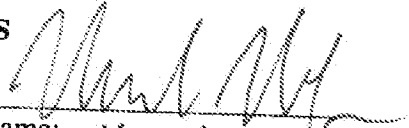
- (a) disclosure is permissible if required by government or court order, provided that the party required to disclose first gives the other prior written notice in order to enable it to seek a protective order (or other equivalent protection);
- (b) disclosure is permissible if otherwise required by law or any applicable securities exchange rules or regulations;
- (c) disclosure is permissible if required to enforce rights or obligations under this Agreement;
- (d) each party may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, translators, financial advisors, its present or future providers of venture capital and/or potential investors in or acquirers of such party;
- (e) IS may record a Patent Assignment for the Patent in any patent office (e.g., US Patent & Trademark Office) worldwide;
- (f) EMC and IS may disclose this Agreement on a confidential basis to a third party in the course of good faith discussions relating to EMC/IS's license, sale, or transfer of their respective part of the Patents.

5.2 IS and ECM agree to cause their successors in interest and assignees of each Patents to abide by the same terms of this agreement.

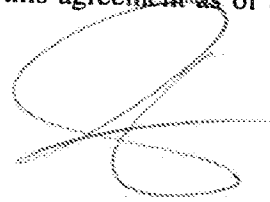
5.3 This Agreement and its Exhibits embody the entire understanding of the parties with respect to the Patent Applications and merges all prior discussions between the parties. Neither party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above-written.

IS


 Name: MARK HELTZER
 Title: GENERAL COUNSEL
 Date: 03/19/10

ECM


 Name: EVE COSTE-MANIERE
 Title: INVENTOR
 Date: 03/29/2010

APPENDIX A

PATENTS AND PATENT APPLICATIONS

"Device and Method for Superimposing Patterns on Images in Real-time, Particularly for Guiding by Localisation"

Country	Patent n°	Application	Filing Date	Publication Number	Publication Dates
France		FR0306176	May 22, 2003	FR2855292	Nov. 26, 2004 Dec. 9, 2005
EP		EP2004742719	May 13, 2004	EP1625546	Feb. 15, 2006
US		US SN 10/557,790	May 13, 2004	US2007/0147707	Jun. 28, 2007
Canada		CA2526590	May 13, 2004	CA2526590	Dec. 9, 2004

"Intervention Simulation Device and Method with Precedence Control"

Country	Patent n°	Application	Filing Date	Publication Number	Publication Dates
France		FR0311829	Oct 9, 2003	FR2860899	Apr 15, 2005