

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3858600

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SOFAR SPA	09/21/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TRANSETERIX ITALIA S.R.L.	
<b>Street Address:</b>	CORSO SEMPIONE 4	
<b>City:</b>	MILANO	
<b>State/Country:</b>	ITALY	
<b>Postal Code:</b>	I-20154	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13639809
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	jpennington@rfem.com	
<b>Correspondent Name:</b>	ROTHWELL, FIGG, ERNST & MANBECK, P.C.	
<b>Address Line 1:</b>	607 14TH STREET, N.W.	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005	
<b>ATTORNEY DOCKET NUMBER:</b>	3850-128	
<b>NAME OF SUBMITTER:</b>	JEFFREY L. IHNEN	
<b>SIGNATURE:</b>	/Jeffrey L. Ihnen/	
<b>DATE SIGNED:</b>	05/04/2016	
<b>Total Attachments: 5</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of September 21, 2015 (the "Effective Date"), by and among SOFAR S.p.A., an Italian *societa' per azioni* (the "Seller"), TransEnterix Italia, S.r.l., an Italian *societa' a responsabilita' limitata* (formerly known as Vulcanos S.r.l.) (the "Company"), TransEnterix, Inc., a Delaware corporation ("Parent") and TransEnterix International, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

### WITNESSETH

WHEREAS, Parent and Buyer are completing the purchase of the membership interests of the Company (the "Acquisition") from the Seller pursuant to the terms of a Membership Interest Purchase Agreement dated as of September 18, 2015 (the "Purchase Agreement") among the Seller, the Company, the Parent and the Buyer; and

WHEREAS, the execution and delivery of this Assignment is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective as of the Effective Date, the Seller hereby transfers and assigns to the Company, and the Company hereby accepts the transfer and assignment of all of such Seller's right, title and interest in, to and under:

(a) Seller's registered and unregistered service marks, trademarks, trademark applications and trade names used, held for use or useful in the Business, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); and

(b) Seller's patents and patent applications held for use or useful in the Business and all improvements, reissuances, continuations, continuations-in-part, divisionals, divisionals-in-part, substitutions, revisions, extensions and re-examinations thereof including without limitation the patents and patent applications listed in Schedule B annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Patents"),

together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this Assignment, and all income, royalties, damages, payments or other proceeds now or hereafter due or payable under and with respect thereto, the same to be held and enjoyed by the Company, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by the Seller had this Assignment not been made.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities of the Seller Parties relating to the Marks and Patents, the Seller's covenants, agreements and indemnities relating to the Marks and Patents are incorporated herein by reference. In the event of any conflict or inconsistency

between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Seller shall, upon reasonable request of the Company, the Parent or the Buyer and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the Marks and Patents. Seller will, at any time upon request and without further consideration, communicate to the Company, its successors and assigns, any facts relating to the Marks, Patents or the history thereof, as may be known to the Seller or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Company or its successors or assigns.

4. Binding Effect. This Assignment and each provision hereof shall be binding upon the Seller, its successors and assigns all and singular, and shall inure to the benefit of the Company, the Parent and the Buyer, and each of its respective successors and assigns all and singular.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Counterparts. This 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 Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signatures appear on the next page.]*

MARKS

ALF-X

TELELAP ALF-X

TELELAP



TRADEMARK APPLICATIONS AND REGISTRATIONS

Canadian National 1527666  
Canadian National 1523768  
Canadian National 821419  
Canadian National 821484  
Indian National 2325299  
Indian National 2615399  
Chinese National 12345958  
Chinese National 12435957  
Chinese National 9542594  
Chinese National 9358427  
Chinese National 10216534  
Chinese National 9358424  
Chinese National 9358341  
Chinese National 10216535  
Chinese National 9542595  
Chinese National 9357763  
Chinese National 9357764  
Chinese National 9357765  
Brazilian National 840101333  
Brazilian National 840101325  
Brazilian National 840101317  
US National 4097716  
US National 4097718  
US National 4097712  
US National 4097717  
Italian National 1452329  
Italian National 1452330  
Italian National 1467467  
Italian National 1452328  
Community 1084993  
Community 1084994  
Community 1084995  
International 1084442; designated countries European Community, Japan, United States, China  
International 1084993; designated countries: European Community, Japan, United States, China  
International 1084994; designated countries: European Community, Japan, United States, China  
International 1084995; designated countries: European Community, Japan, United States, China

**PATENTS AND PATENT APPLICATIONS**

**Patent 1401669 (Application MI2010A000579) - Italy**

**Patent Application MI2010A000579 - Italy**

**Patent Application MI2013A000702 (Divisional of MI2010A000579) - Italy**

**Patent Application PCTIB20110151397 - WO**

**Patent Application 13639,809 - USA**

**Patent Application 2795216 - Canada**

**Patent Application 2012142510 -- Russia (patent granted)**

**Patent Application 9113CHENP2012 - India**

**Patent Application 201180027369.6 - China**

**Patent Application BR 11 2012 025516 9 - Brazil**

**Patent Application BR 12 2014 0055692 -- Brazil (Divisional of BR 11 2012 025516 9)**

**Patent Application 11722883.3 - European Patent Application**

**Patent Application 13109016.6 - Hong Kong**

**Patent Application MI2013A000516 - Italy**

**Patent Application PCTIB201459577 -- WO**

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first above written.

"Seller":

SO FAR/S.P.A.

By: 

Name: Andrea Biffi

Title: Chief Executive Officer

"Company":

TRANSETERIX ITALIA S.R.L.  
(F/K/A VULCANOS S.R.L.)

By: 

Name: Anthony Fernando

Title: Director

"Parent":

TRANSETERIX, INC.

By: 

Name: Todd M. Pope

Title: President and Chief Executive Officer

"Buyer":

TRANSETERIX INTERNATIONAL, INC.

By: 

Name: Anthony Fernando

Title: Vice President