

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4072392

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOFAR SPA	09/21/2015
RECEIVING PARTY DATA		
Name:	TRANSETERIX ITALIA S.R.L.	
Street Address:	CORSO SEMPIONE 4	
City:	MILANO	
State/Country:	ITALY	
Postal Code:	I-20154	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15149512
CORRESPONDENCE DATA		
Fax Number:	(202)783-6031	
<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:	202-783-6040	
Email:	svasseghi@rfem.com	
Correspondent Name:	ROTHWELL, FIGG, ERNST & MANBECK P.C.	
Address Line 1:	607 14TH STREET N.W.	
Address Line 2:	SUITE 800	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	3850-157	
NAME OF SUBMITTER:	JEFFREY L. IHNEN (REG #28957)	
SIGNATURE:	/Jeffrey L. Ihnen/	
DATE SIGNED:	09/28/2016	
Total Attachments: 6		
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3858600

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

PATENT

REEL: 038456 FRAME: 0268

PATENT

REEL: 039874 FRAME: 0267

Schedule B

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

PATENT

REEL: 038456 FRAME: 0269

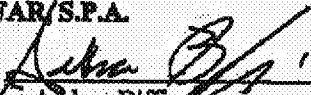
PATENT

REEL: 039874 FRAME: 0268

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":

SOEAR/S.P.A.

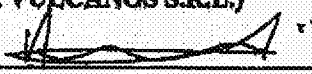
By: 

Name: Andrea Biffi

Title: Chief Executive Officer

"Company":

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

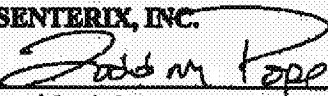
By: 

Name: Anthony Fernando

Title: Director

"Parent":

TRANSENERIX, INC.

By: 

Name: Todd M. Pope

Title: President and Chief Executive Officer

"Buyer":

TRANSENERIX INTERNATIONAL, INC.

By: 

Name: Anthony Fernando

Title: Vice President

[Signature Page to IP Assignment Agreement]

RECORDED: 05/04/2016

RECORDED: 09/28/2016

PATENT

REEL: 038456 FRAME: 0270

PATENT

REEL: 039874 FRAME: 0269