

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4427860

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRANSENTERIX, INC.	05/23/2017
RECEIVING PARTY DATA		
Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP, AS COLLATERAL AGENT	
Street Address:	777 THIRD AVENUE, 25TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8827135	
Patent Number:	8870049	
CORRESPONDENCE DATA		
Fax Number:	(858)550-6420	
<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:	858-550-6433	
Email:	jmfitzpatrick@cooley.com	
Correspondent Name:	JENNIFER FITZPATRICK	
Address Line 1:	C/O COOLEY LLP	
Address Line 2:	4401 EASTGATE MALL	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	330829-101 TRANSENTERIX	
NAME OF SUBMITTER:	JENNIFER FITZPATRICK	
SIGNATURE:	/JENNIFER FITZPATRICK/	
DATE SIGNED:	05/23/2017	
Total Attachments: 6		
source=Innovatus - Transenterix - Intellectual Property Security Agreement)#page1.tif		
source=Innovatus - Transenterix - Intellectual Property Security Agreement)#page2.tif		
source=Innovatus - Transenterix - Intellectual Property Security Agreement)#page3.tif		

source=Innovatus - Transenterix - Intellectual Property Security Agreement)#page4.tif

source=Innovatus - Transenterix - Intellectual Property Security Agreement)#page5.tif

source=Innovatus - Transenterix - Intellectual Property Security Agreement)#page6.tif

PATENT

REEL: 042484 FRAME: 0057

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Funding Date of the Term A Loan by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and TRANSENTERIX, INC., a Delaware corporation (formerly known as Safestitch Medical, Inc.) ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, effective as of the Funding Date of the Term A Loan, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

635 Davis Drive, Suite 300
Morrisville, NC 27560

Attn: Joseph P. Slattery

TRANSENTERIX INC.

By: 

Title: Executive Vice President and Chief Financial Officer

COLLATERAL AGENT:

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

INNOVATUS LIFE SCIENCES LENDING FUND I,
LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

635 Davis Drive, Suite 300
Morrisville, NC 27560

Attn: _____

TRANSENTERIX, INC.

By: _____

Title: _____

COLLATERAL AGENT:

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

INNOVATUS LIFE SCIENCES LENDING FUND I,
LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

By:  _____

Title: Andrew Sweeney

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

N/A

EXHIBIT B

Patents

PATENTS OWNED BY TRANSENERIX, INC.		
Reference No.	Title	Patent No./Serial No./Filing Date
10167-81	HERNIA STAPLER WITH INTEGRATED MESH MANIPULATOR	U.S. Patent 8827135 U.S. Regular 12/880,492 Sept 13, 2010
10167-84	HERNIA STAPLER	U.S. Patent 8,870,049 U.S. Regular 13/425,590 March 21, 2012

EXHIBIT C

Trademarks

TRANSENTERIX, INC. TRADEMARK REGISTRATIONS					
Reference	Trademark	Country	Application Serial #	Registration #	Issue Date
10167-29	SAFESTITCH MEDICAL	US	77/327,116	4,019,743	8/30/2011
7706-T12-004	WHERE SAFETY MEETS INNOVATION	US	85/605633	4,253,967	12/4/2012
7706-T12-005	AMID	US	85/632,105	4,257,724	12/11/2012
7706-T12-006	AMID HFD	US	85/632030	4,373,499	7/23/2013
	SSLP	US	85/977,748	4,265,866	12/25/2012
	SSLP	US	85/104,783	4,342,938	05/28/2013
10167-68	SAFESTITCH	US	77/979,984	3,874,978	11/09/2010