# 504490472 08/04/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CHRISTOPHER SRAMEK	05/15/2017
GREGORY J. KINTZ	05/18/2017
DAVID S. MINTZ	05/11/2017
ALAN YU	05/15/2017

#### **RECEIVING PARTY DATA**

Name:	AURIS SURGICAL ROBOTICS, INC.
Street Address:	125 SHOREWAY ROAD
Internal Address:	STE. D
City:	SAN CARLOS
State/Country:	CALIFORNIA
Postal Code:	94070

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15406599

### **CORRESPONDENCE DATA**

**Fax Number:** (650)493-6811

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.

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Email: mpham@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	41663-734.201
NAME OF SUBMITTER:	MAI PHAM
SIGNATURE:	/mai pham/
DATE SIGNED:	08/04/2017

**Total Attachments: 3** 

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PATENT REEL: 043208 FRAME: 0484

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PATENT REEL: 043208 FRAME: 0485

#### PATENT ASSIGNMENT

Docket Number 41663-734.201

WHEREAS, the undersigned:

 Christopher SRAMEK Half Moon Bay, CA 2. Gregory J. KINTZ Santa Cruz, CA 3. David S. MINTZ Mountain View, CA 4. Alan YU Union City, CA

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

# ELECTROMAGNETIC TRACKING SURGICAL SYSTEM AND METHOD OF CONTROLLING THE SAME

for which application serial number 15/406,599 was filed on January 13, 2017 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Auris Surgical Robotics</u>, Inc., a corporation of the State of <u>Delaware</u>, having a place of business at <u>125 Shoreway Road</u>, <u>Ste. D. San Carlos</u>, <u>CA 94070</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date:

Page 1 of 1

ECEIVED AND AGREED TO BY ASSIGNEE: Auris Surp cal Robotics, Inc.

Date: 5/15/17

Name: David Styko
Title: CFO

	PATENT ASSIGNMENT		Docket Number 41663-734.201	
WHEREAS, the undersigned:	11 A 1 W 1 D T T T T T T T T T T T T T T T T T T			
Christopher SRAMEK     Half Moon Bay, CA	Gregory J. KINTZ     Santa Cruz, CA	3. David S. MINTZ Mountain View, CA	4. Alan YU Union City, CA	
(hereinafter "Inventor(s)"), ha	ve invented certain new and useful imp	provements in		
ELECTRO	MAGNETIC TRACKING SURGIC	AL SYSTEM AND METHOD O	F CONTROLLING THE SAME	
for which application	on serial number <u>15/406,599</u> was filed o	on January 13, 2017 in the United	States Patent and Trademark Office;	
(hereinafter, "Application(s)") application(s).	. The term "Application(s)" also include	des all patent applications that shar	e or claim priority to or from the above	
WHEREAS, Auris Surgical Robotics. Inc., a corporation of the State of Delaware, having a place of business at 125 Shoreway Road, Ste. D. San Carlos, CA 94070, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").				
NOW, THEREFOR said Assignee:	E, in consideration of good and valuab	ele consideration acknowledged by	said Inventor(s) to have been received in full from	
1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).				
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.				
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.				
4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.				
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.				
This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.				
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:				
Date:		Date:		
Chi Ch	ristopher Sramek		Gregory J. Kintz	
Date: 9/11/17	fid S Mintz	Date:	Alan Yu	

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RECEIVED AND AGREED TO BY ASSIGNEE: Auris Surgical Robotics, Inc.

Signature: Name: Title:

#### PATENT ASSIGNMENT

Docket Number 41663-734.201

WHEREAS, the undersigned:

1. Christopher SRAMEK Half Moon Bay, CA 2. Gregory J. KINTZ Santa Cruz, CA 3. David S. MINTZ Mountain View, CA 4. Alan YU
Union City, CA

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date:	Christopher Sramek	Date: 5-18-70(7	Greeory J. Kintz
Date:	David S. Mintz	Date:	Alan Yu
RECEIVED AND AGREE Date: 5/18/17	Signature: DAVIC STYKA Title:		

RECORDED: 08/04/2017

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Page 1 of 1

PATENT REEL: 043208 FRAME: 0488