

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5526589

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NOVARE SURGICAL SYSTEMS, INC.	08/02/2010
RECEIVING PARTY DATA		
Name:	INTUITIVE SURGICAL OPERATIONS, INC.	
Street Address:	1020 KIFER ROAD	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94086	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15436407
CORRESPONDENCE DATA		
Fax Number:	(214)200-0853	
<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:	[214] 651-5000	
Email:	effei.dah@haynesboone.com	
Correspondent Name:	HAYNES AND BOONE, LLP	
Address Line 1:	2323 VICTORY AVENUE	
Address Line 2:	SUITE 700	
Address Line 4:	DALLAS, TEXAS 75219	
ATTORNEY DOCKET NUMBER:	NVRE701-302C2/US	
NAME OF SUBMITTER:	EFFEI DAH	
SIGNATURE:	/Effe Dah/	
DATE SIGNED:	05/16/2019	
Total Attachments: 85		
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**ASSET PURCHASE AGREEMENT
DATED AS OF
AUGUST 2, 2010
BETWEEN
NOVARE SURGICAL SYSTEMS, INC.
AND
INTUITIVE SURGICAL OPERATIONS, INC.**

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is entered as of August 2, 2010 ("**Agreement Date**"), by and between Novare Surgical Systems Inc., a Delaware corporation having its principal place of business at 10440 Bubb Road, Suite A, Cupertino, CA 95014 ("**Seller**"), and Intuitive Surgical Operations, Inc., a Delaware corporation having its principal place of business at 1266 Kifer Road, Sunnyvale, California 94086 and subsidiaries ("**Purchaser**"). Each of Seller and Purchaser shall be referred to herein as a "**Party**" and shall be collectively referred to as the "**Parties**". Capitalized terms that are used, whether in the singular or plural, shall have the meanings set forth in **Section 1** (Definitions) or, if not set forth in **Section 1**, the meaning designated in places throughout the Agreement.

WITNESSETH:

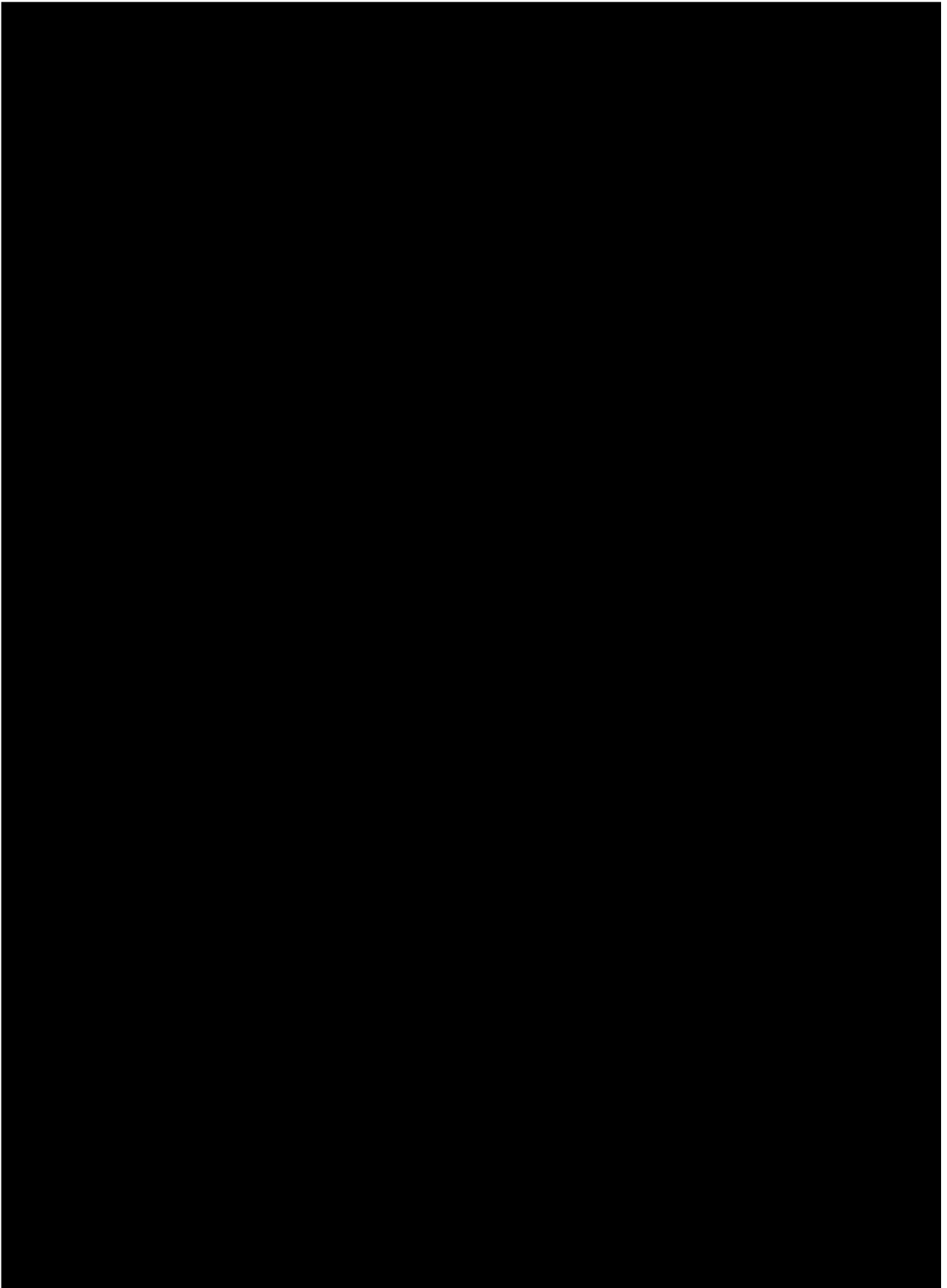
WHEREAS, Seller wishes to sell, and Purchaser wishes to purchase, certain assets, including intellectual property, of Seller, as more particularly described herein, all upon the terms and subject to the conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows.

1. Definitions.

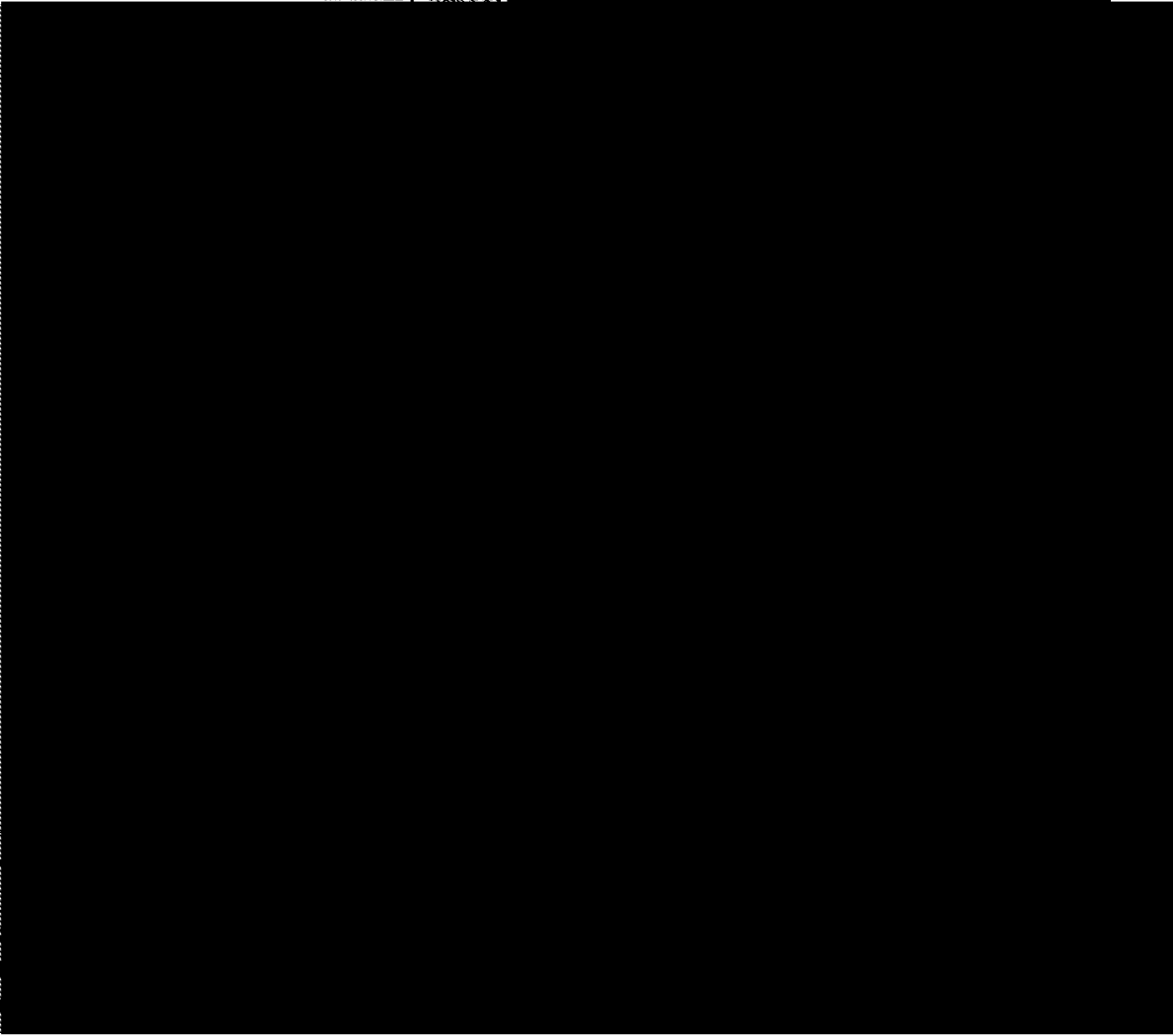
1.1. Certain Definitions. For purposes of this Agreement, in addition to the terms that are defined parenthetically elsewhere in this Agreement, the following terms shall have the following meanings:

(a) "**Acquisition Agreements**" shall mean, collectively, this Agreement; the IP Assignment Agreement

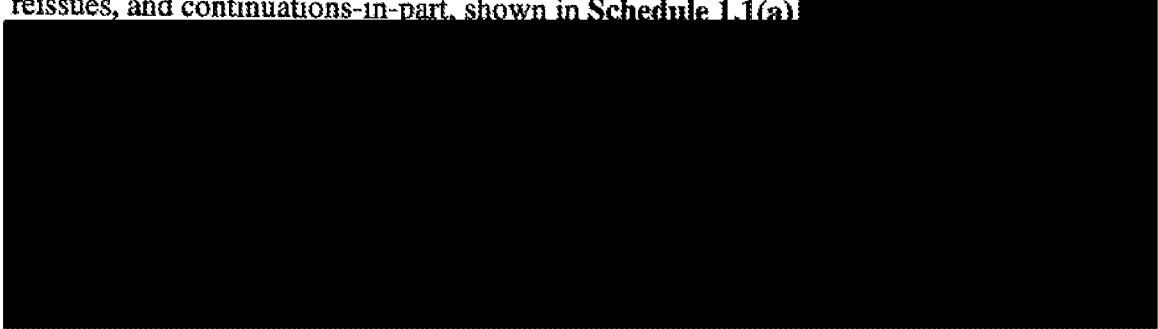


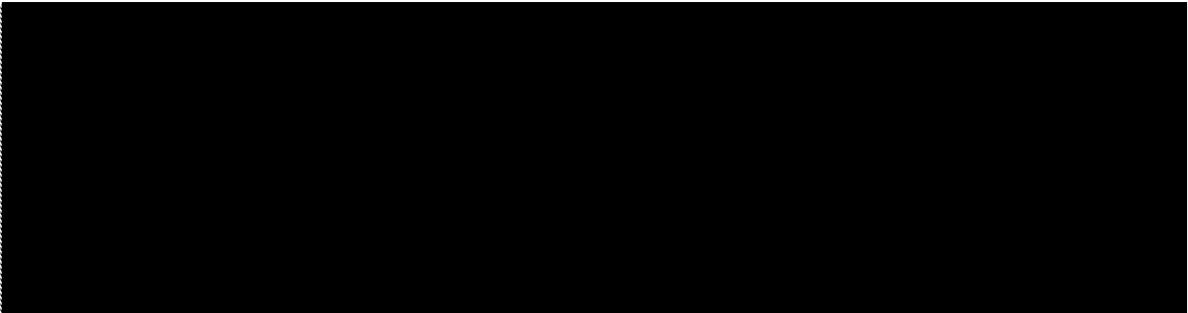
(i) **"Closing"** shall mean the consummation of delivery of the Transferred Assets, delivery of the fully executed Acquisition Agreements, and the Initial Payment under **Section 2.5(a)** of this Agreement.

(j) **"Closing Date"** shall mean August 2, 2010 or such earlier date as the Parties shall mutually agree.

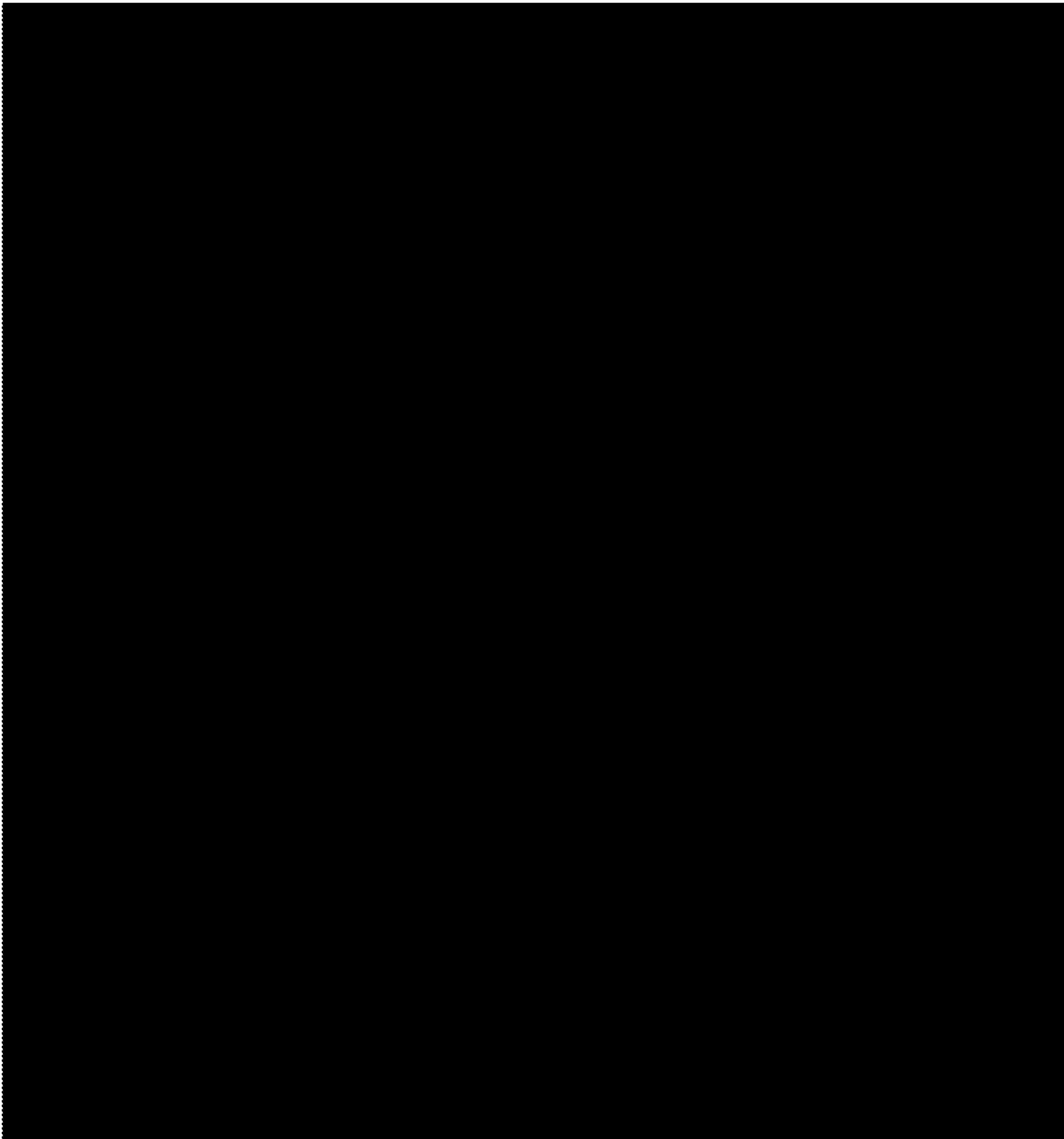


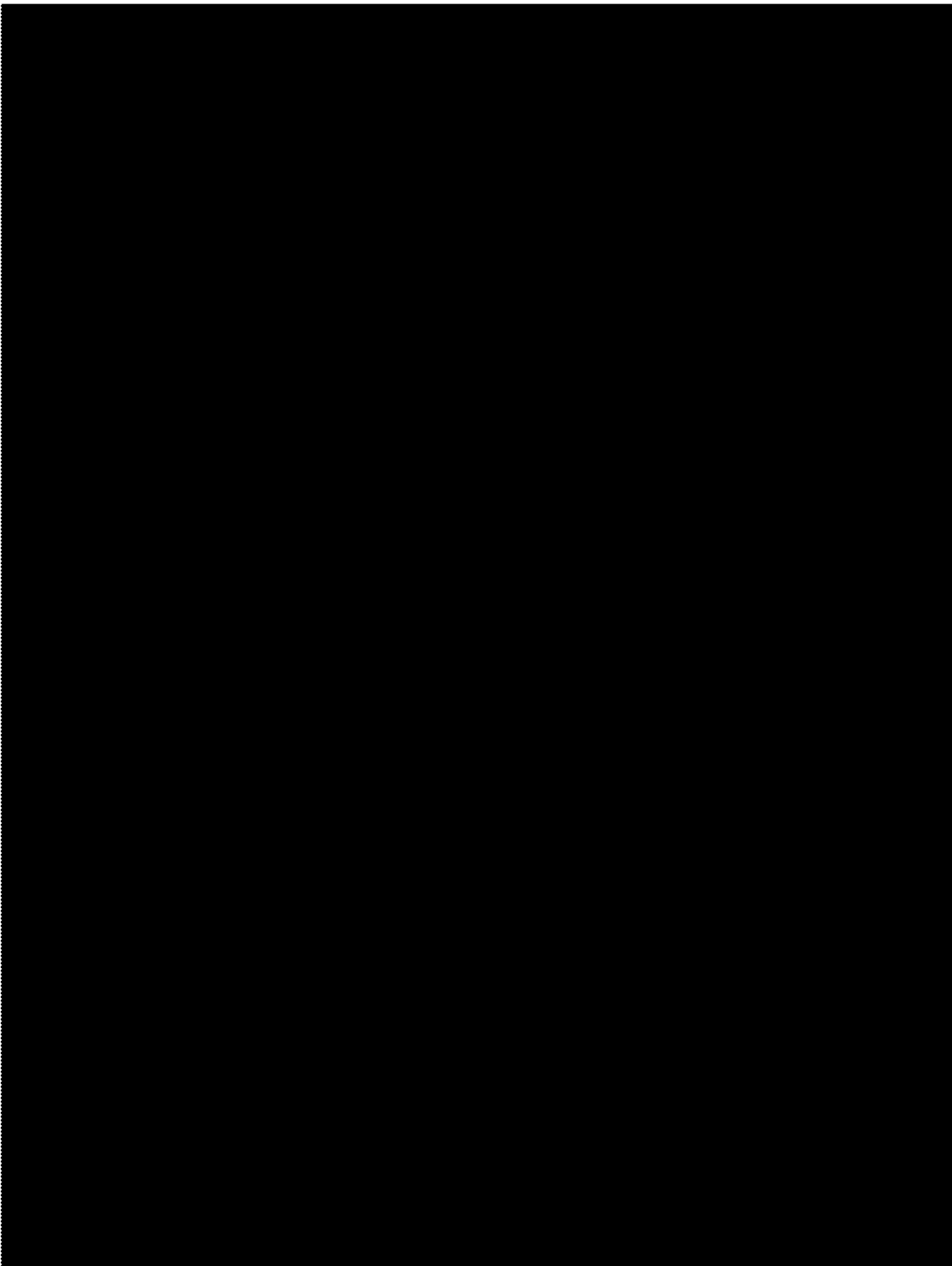
(p) **"Intellectual Property"** or **"IP"** shall include (i) United States and foreign patents and patent applications including all divisionals, continuations, reissues, and continuations-in-part, shown in **Schedule 1.1(a)**.

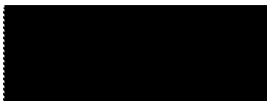
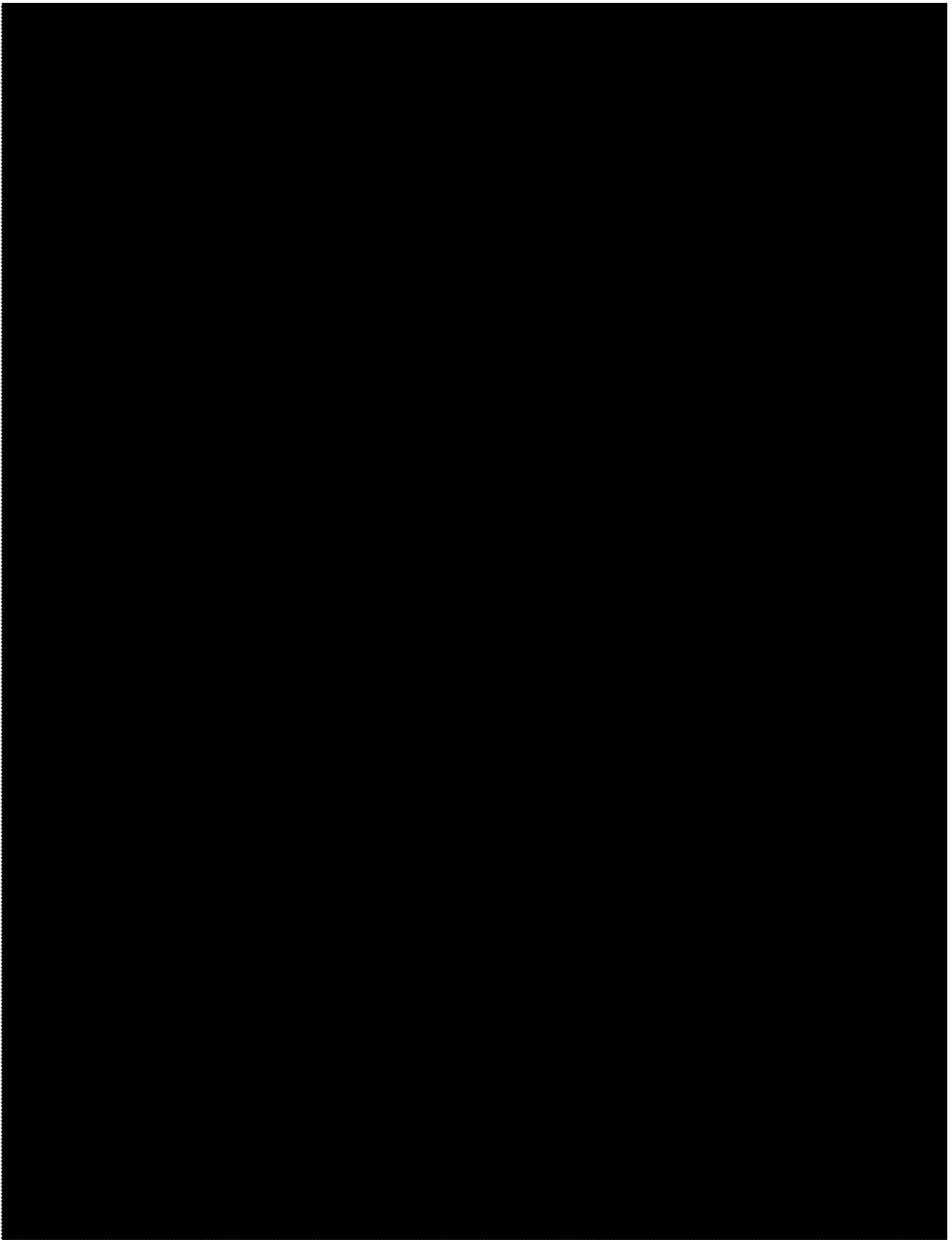


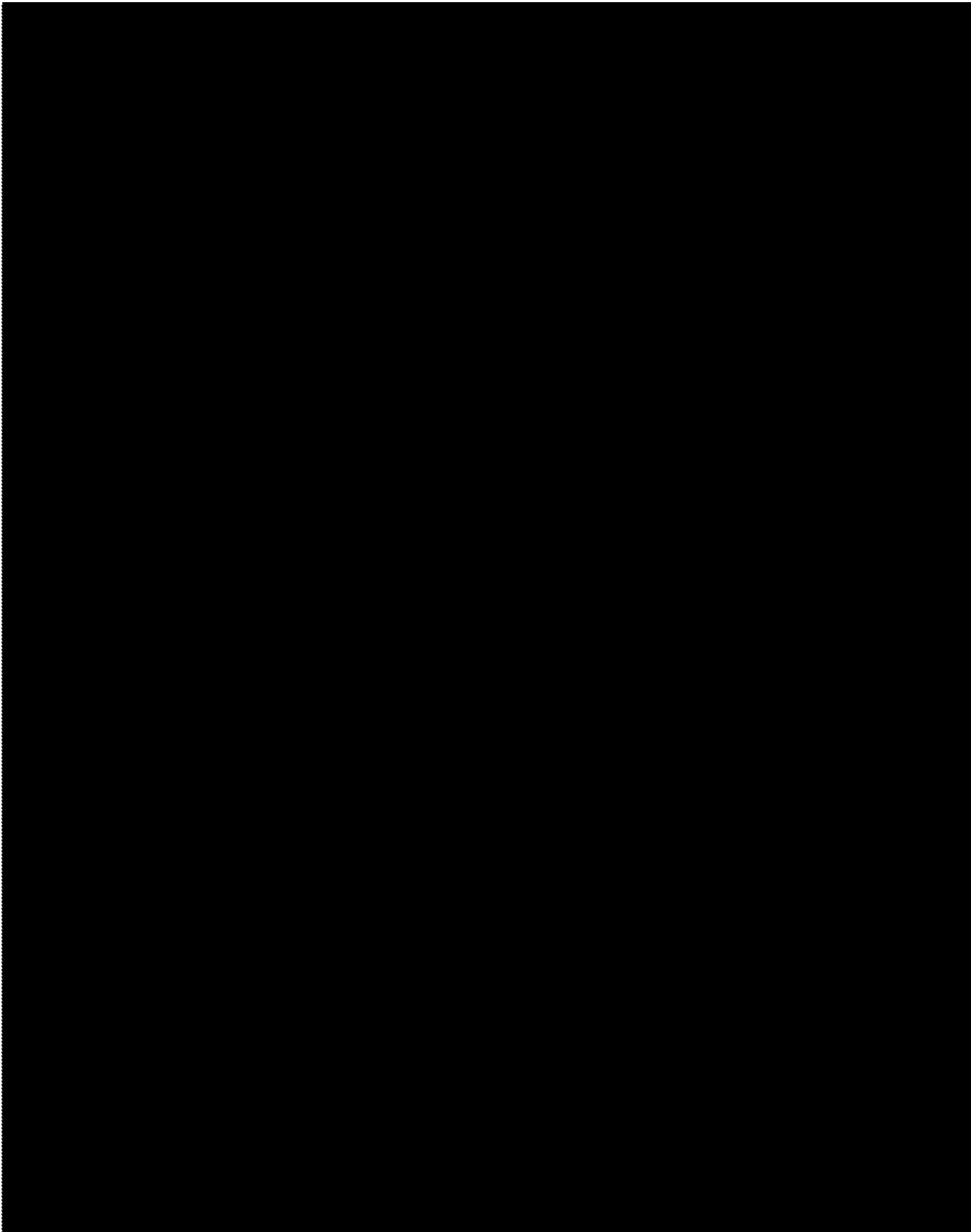


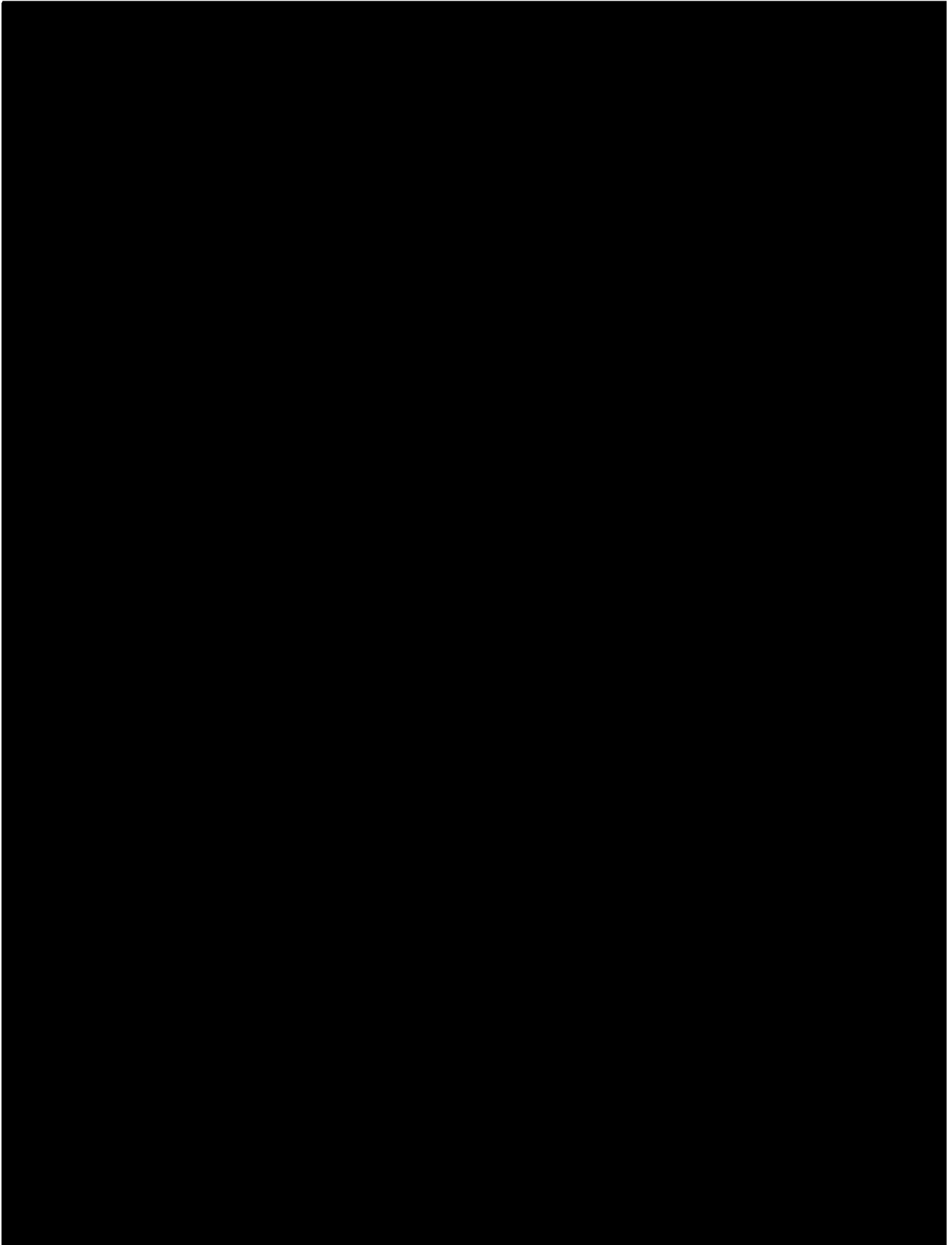
(q) ***"IP Assignment Agreement"*** shall mean the agreement transferring to the Purchaser the Seller's IP, in the form to be mutually agreed upon by the Parties prior to the Effective Time as attached hereto as **Exhibit A.**

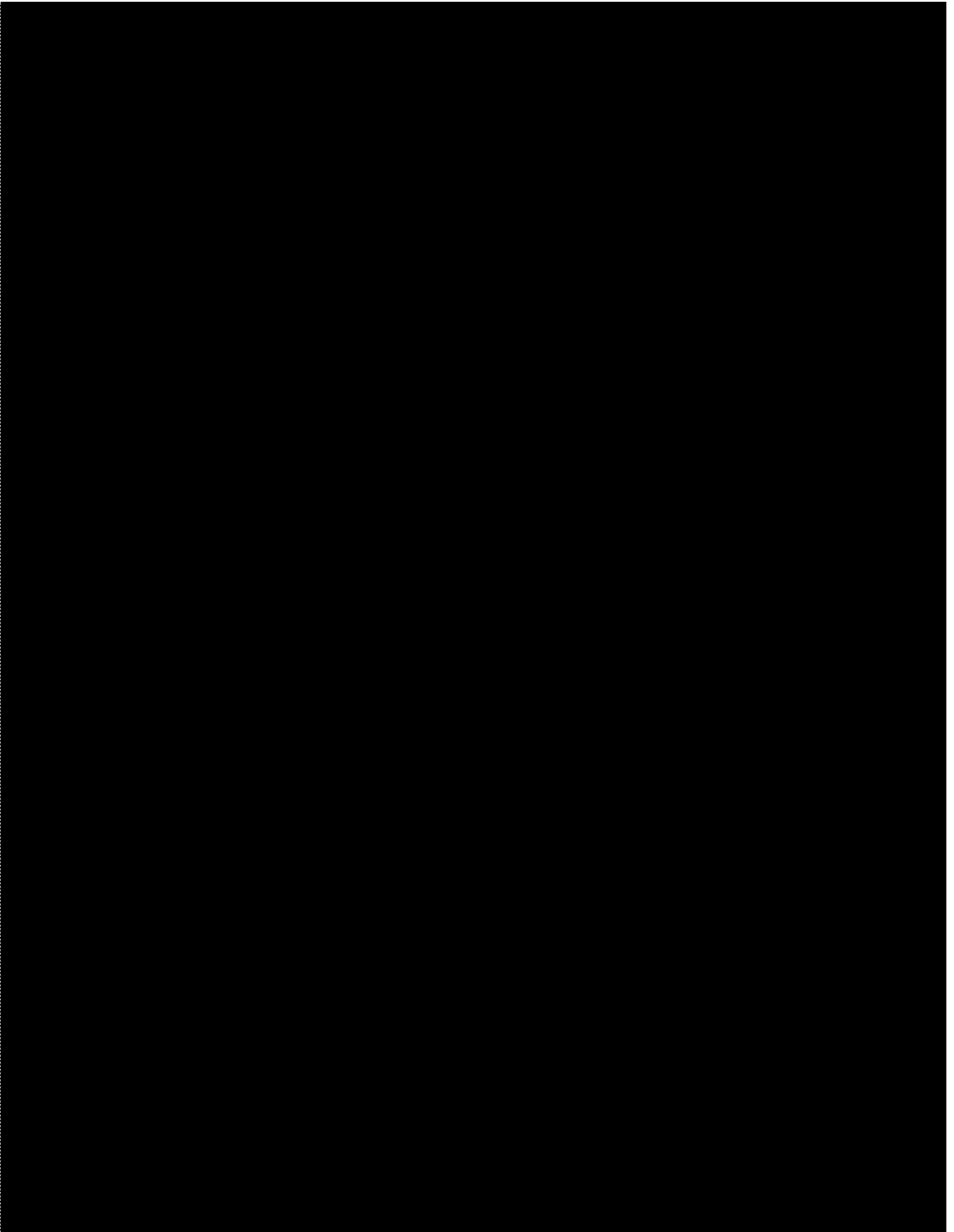


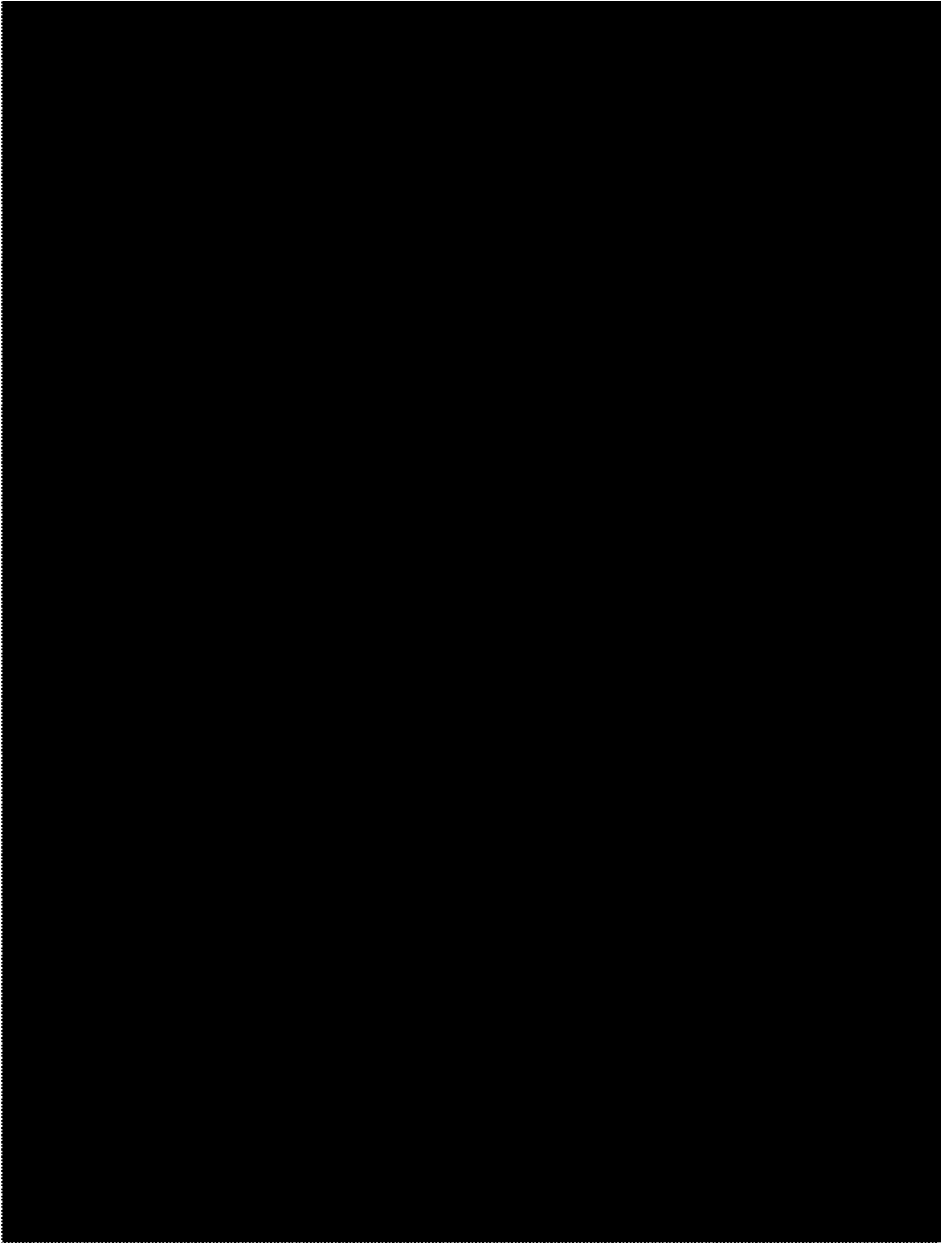


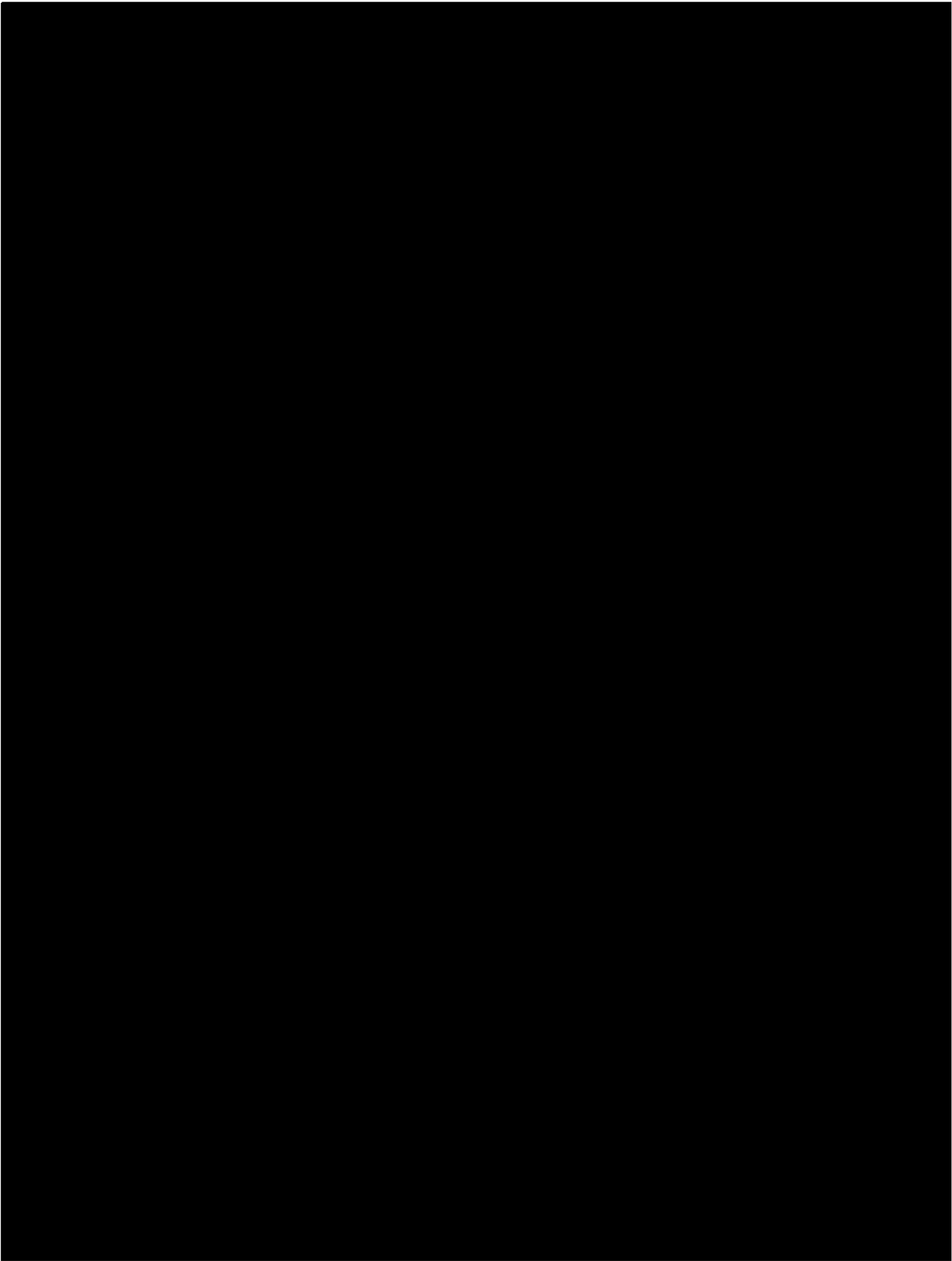


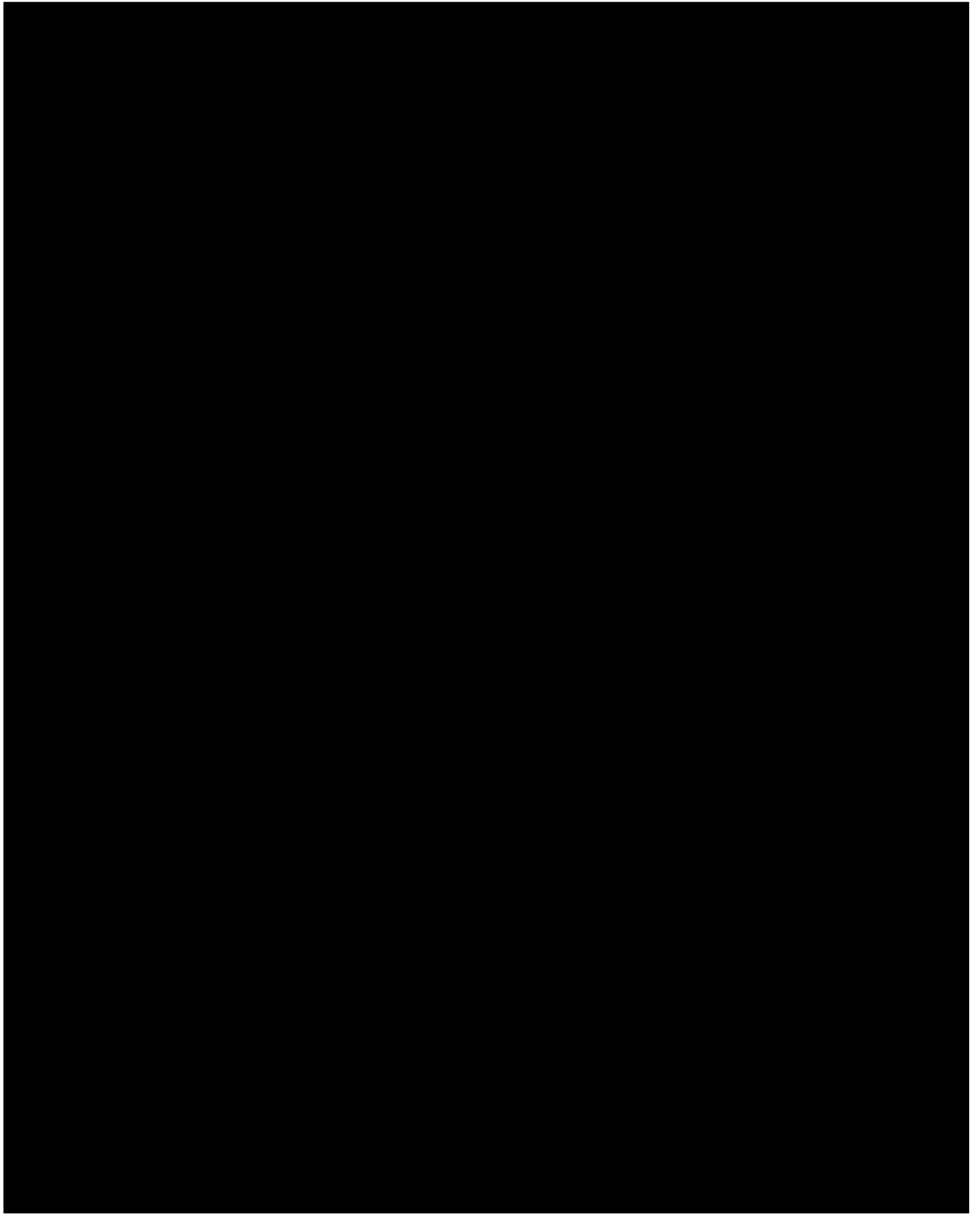


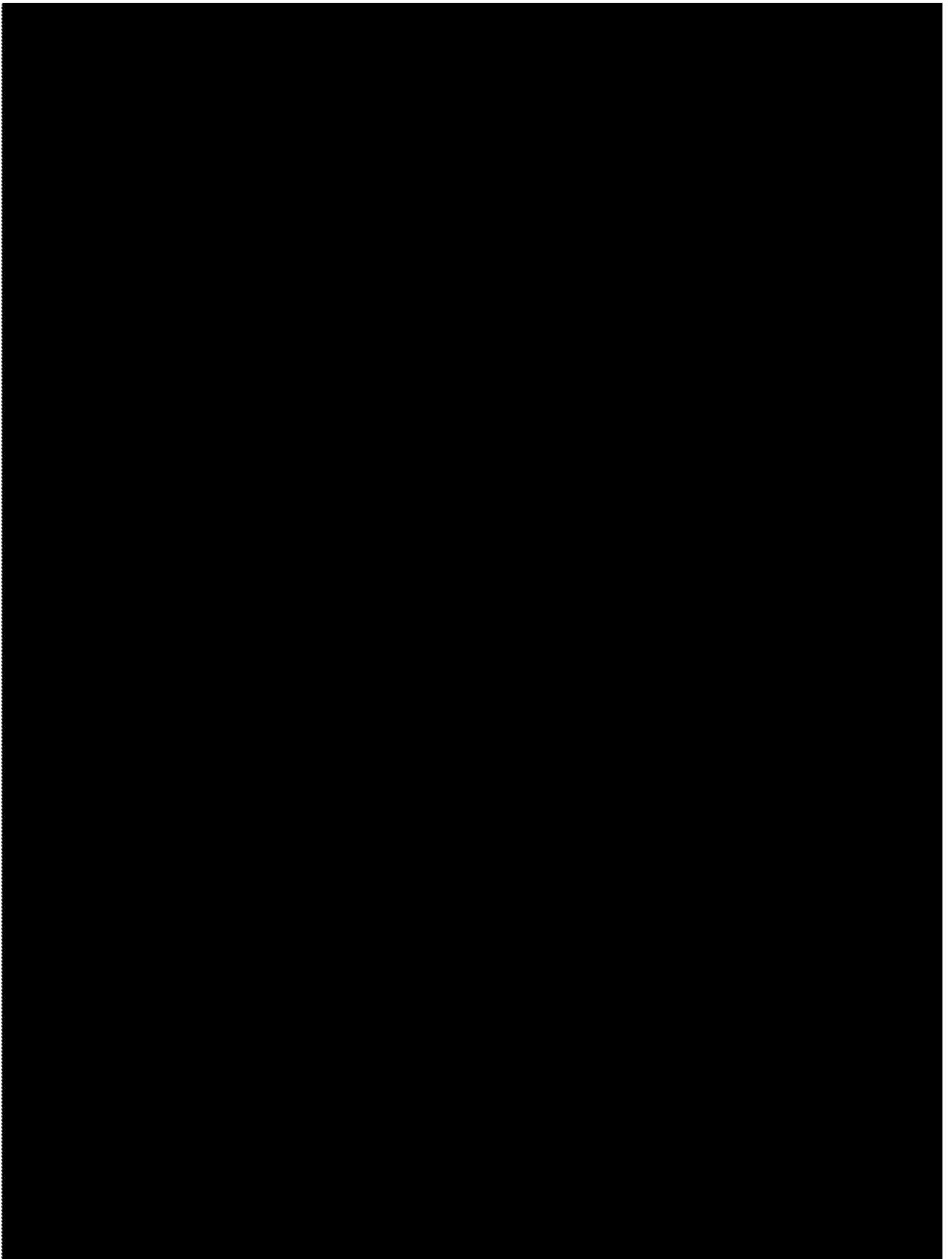


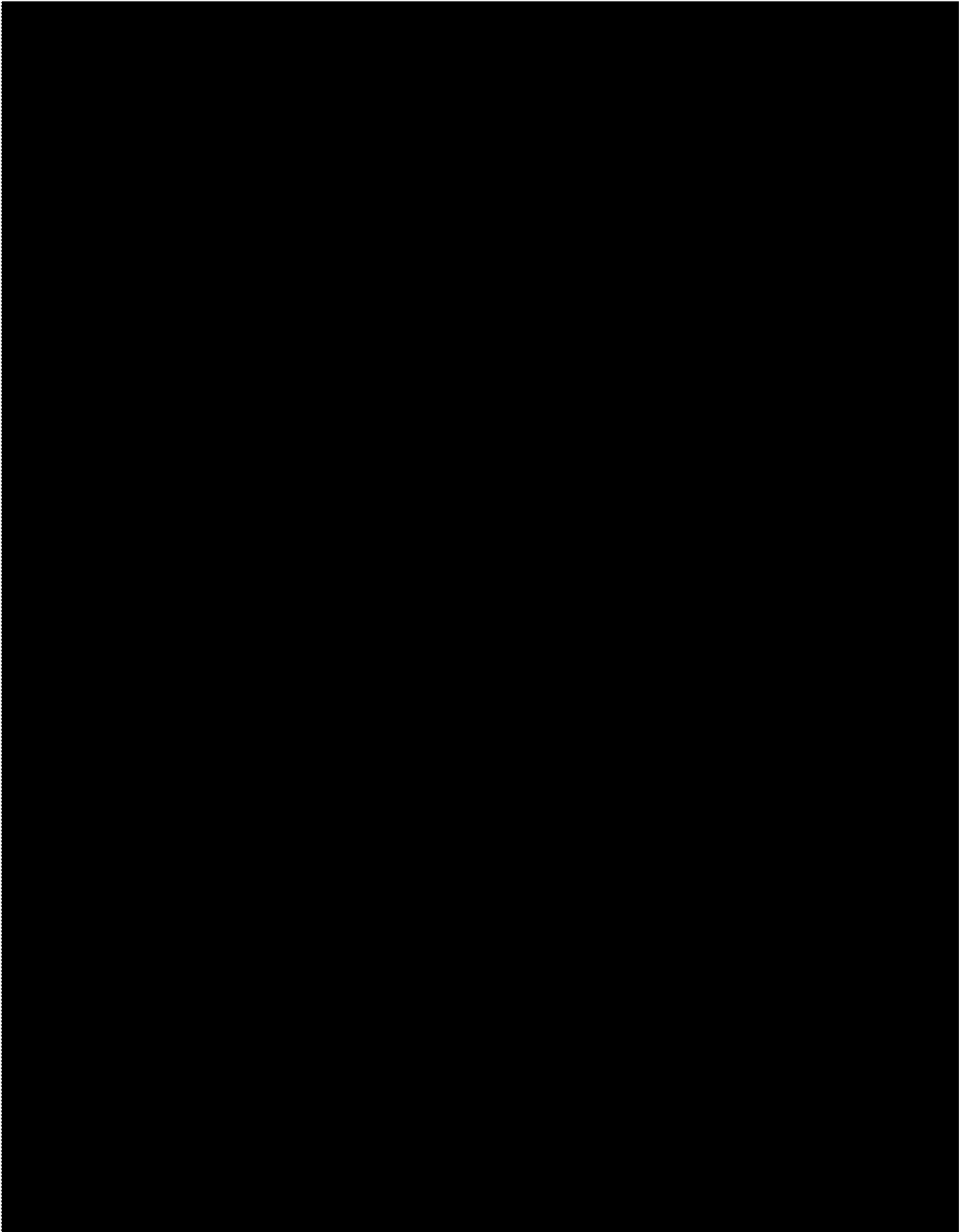


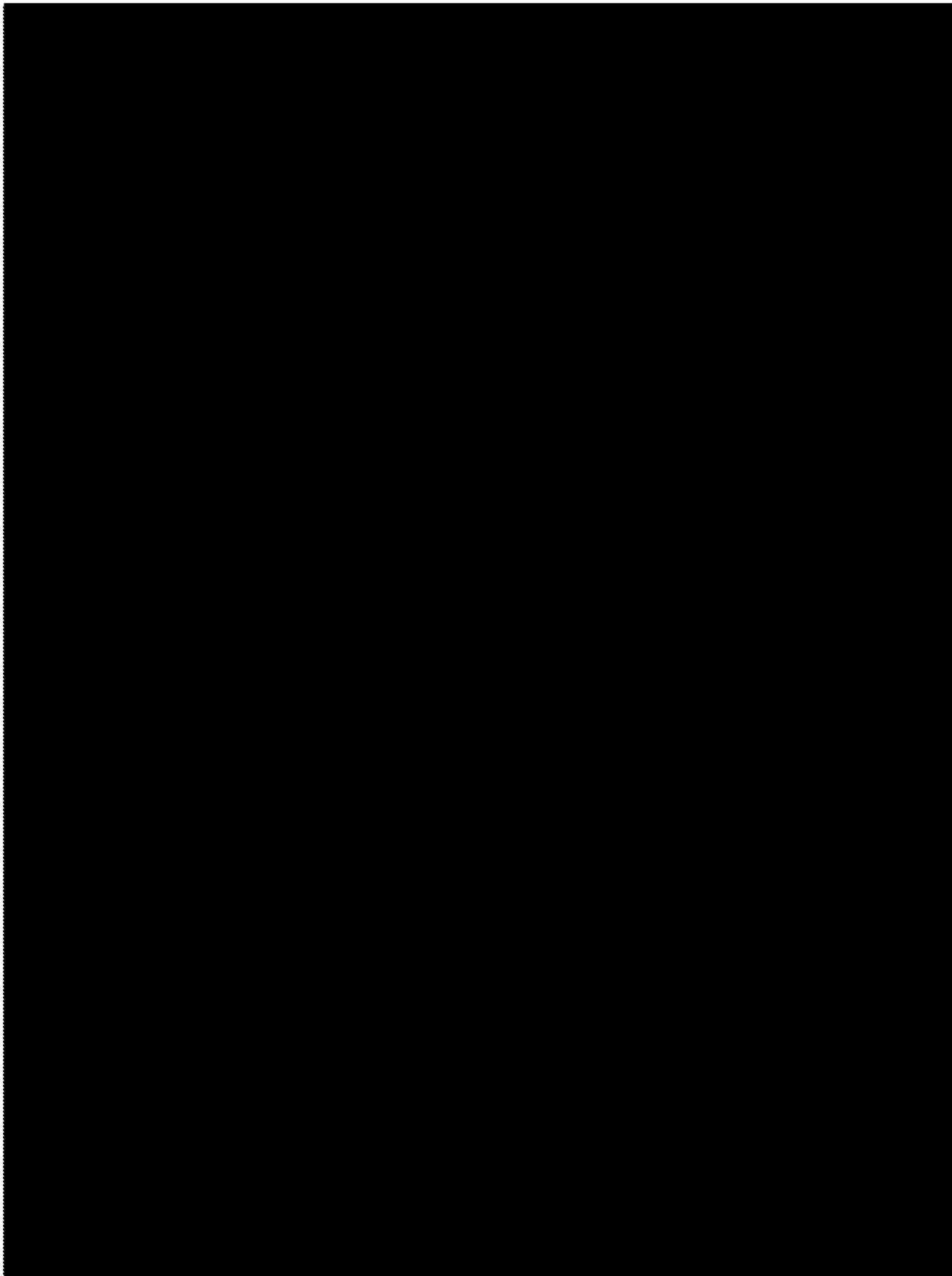


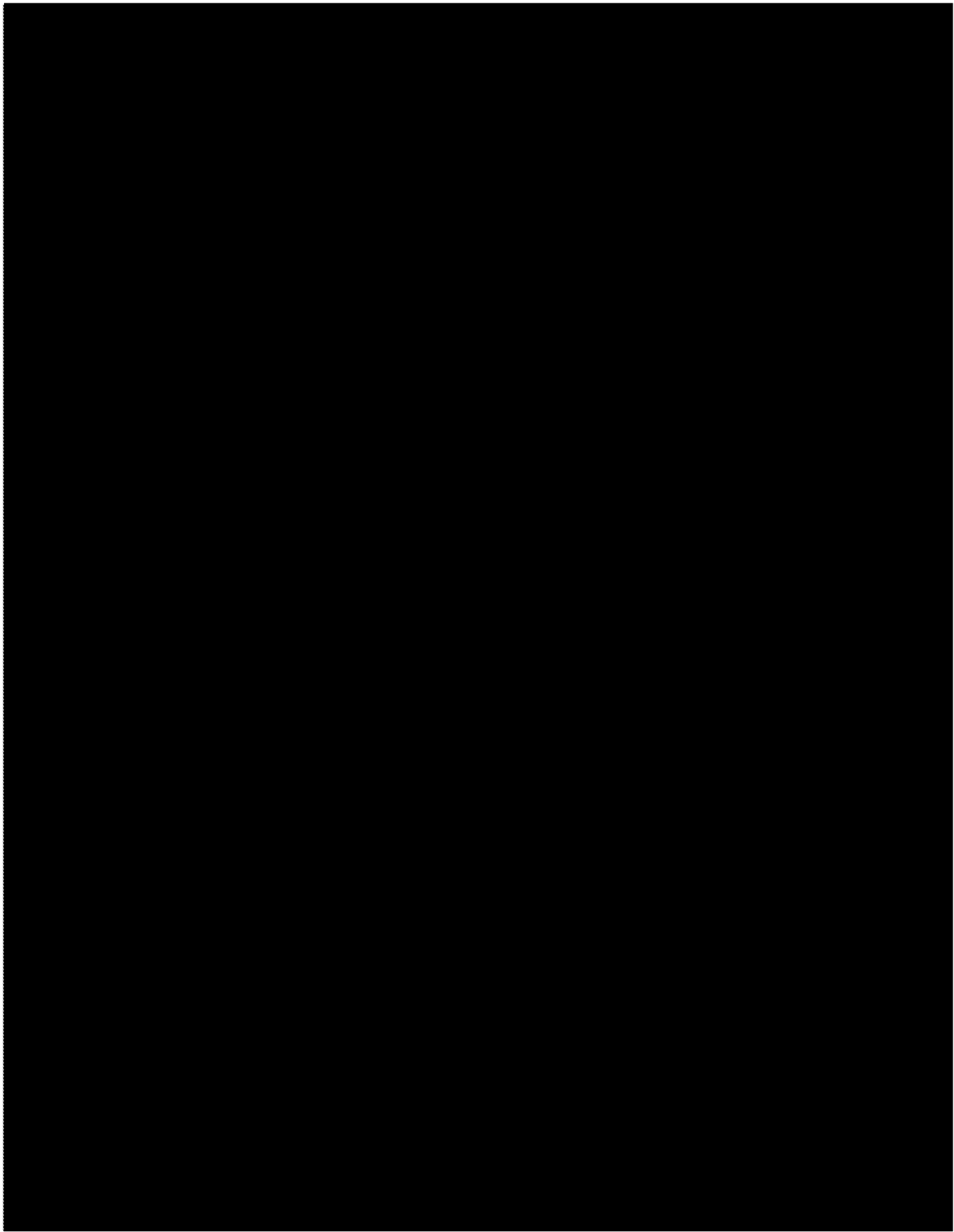


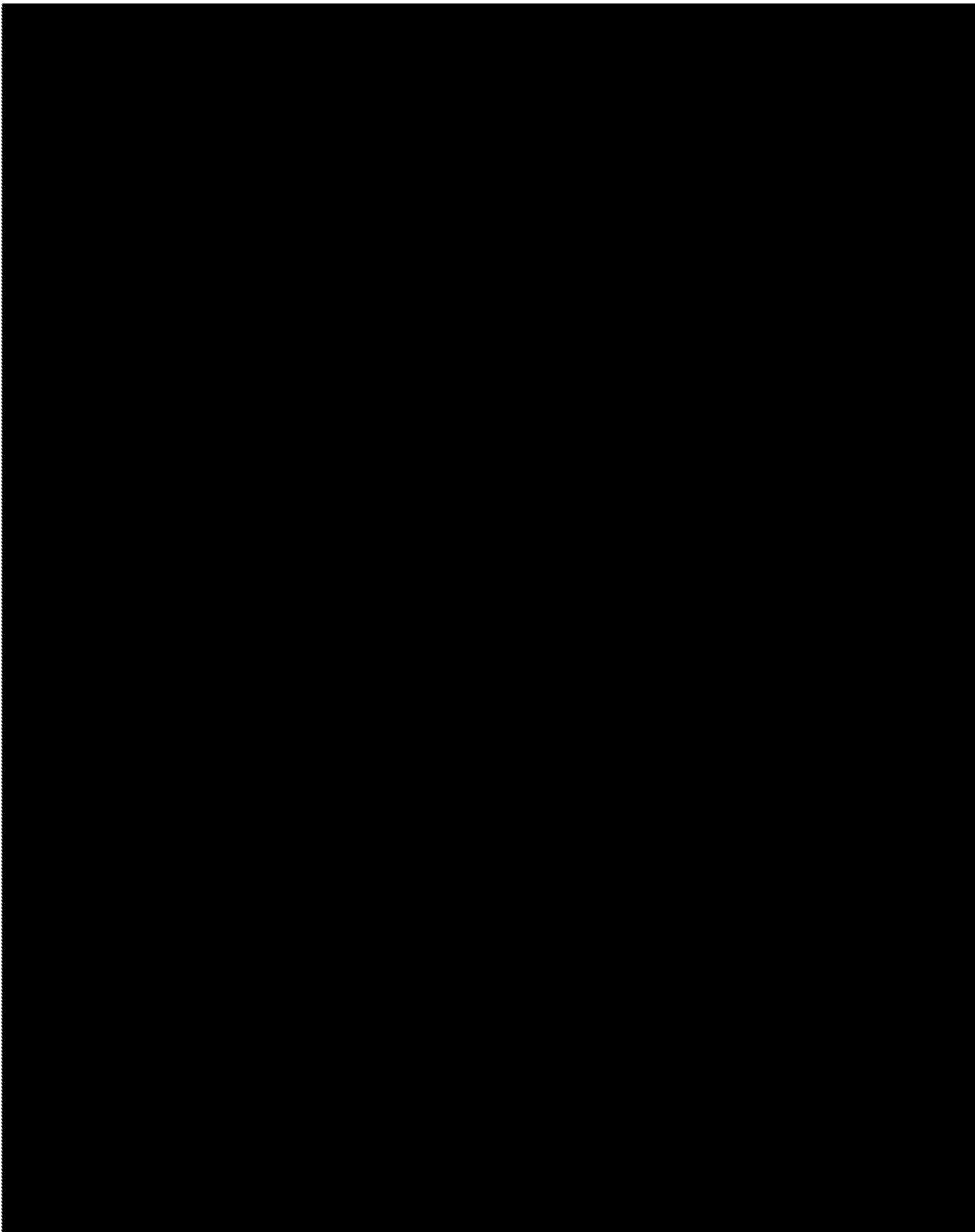


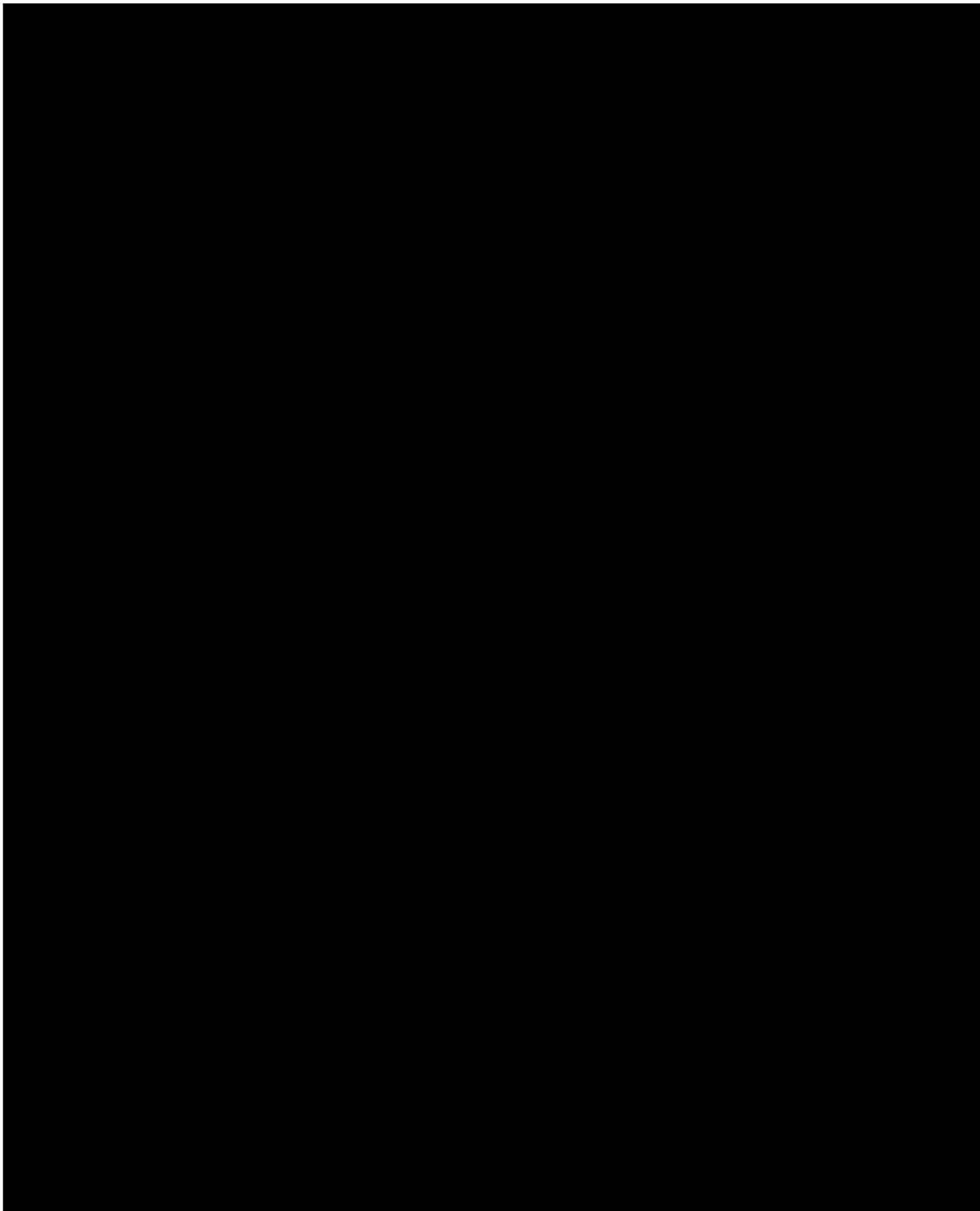


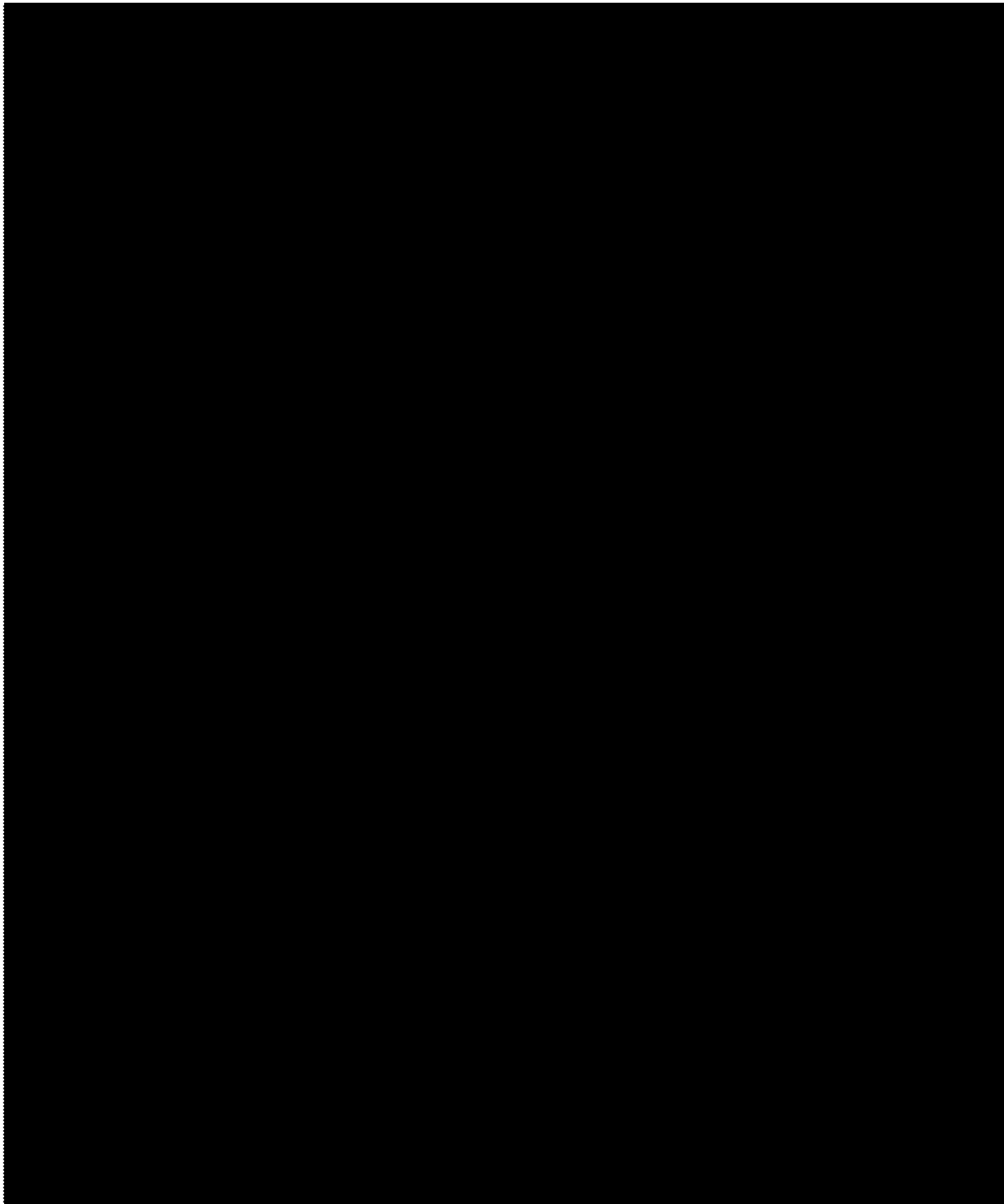


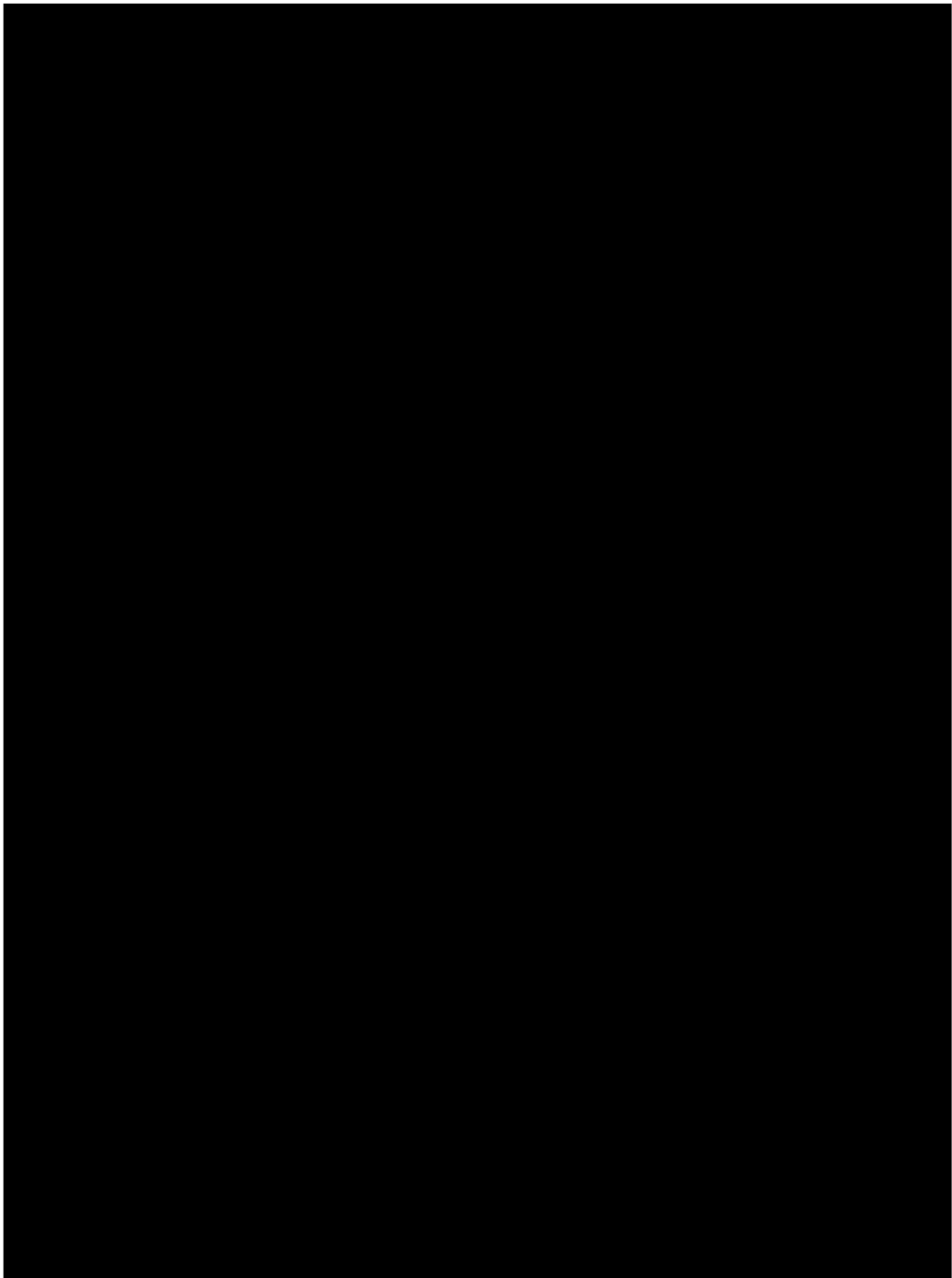














IN WITNESS WHEREOF, the Parties have executed, or caused their duly authorized representatives to execute, this Asset Purchase Agreement as of the date first written above.

NOVARE SURGICAL SYSTEMS INC.

By: [Signature]
Name: Arnon May
Title: President & CEO

INTUITIVE SURGICAL OPERATIONS, INC.


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed, or caused their duly authorized representatives to execute, this Asset Purchase Agreement as of the date first written above.

NOVARE SURGICAL SYSTEMS INC.

By: _____
Name: _____
Title: _____

INTUITIVE SURGICAL OPERATIONS, INC.

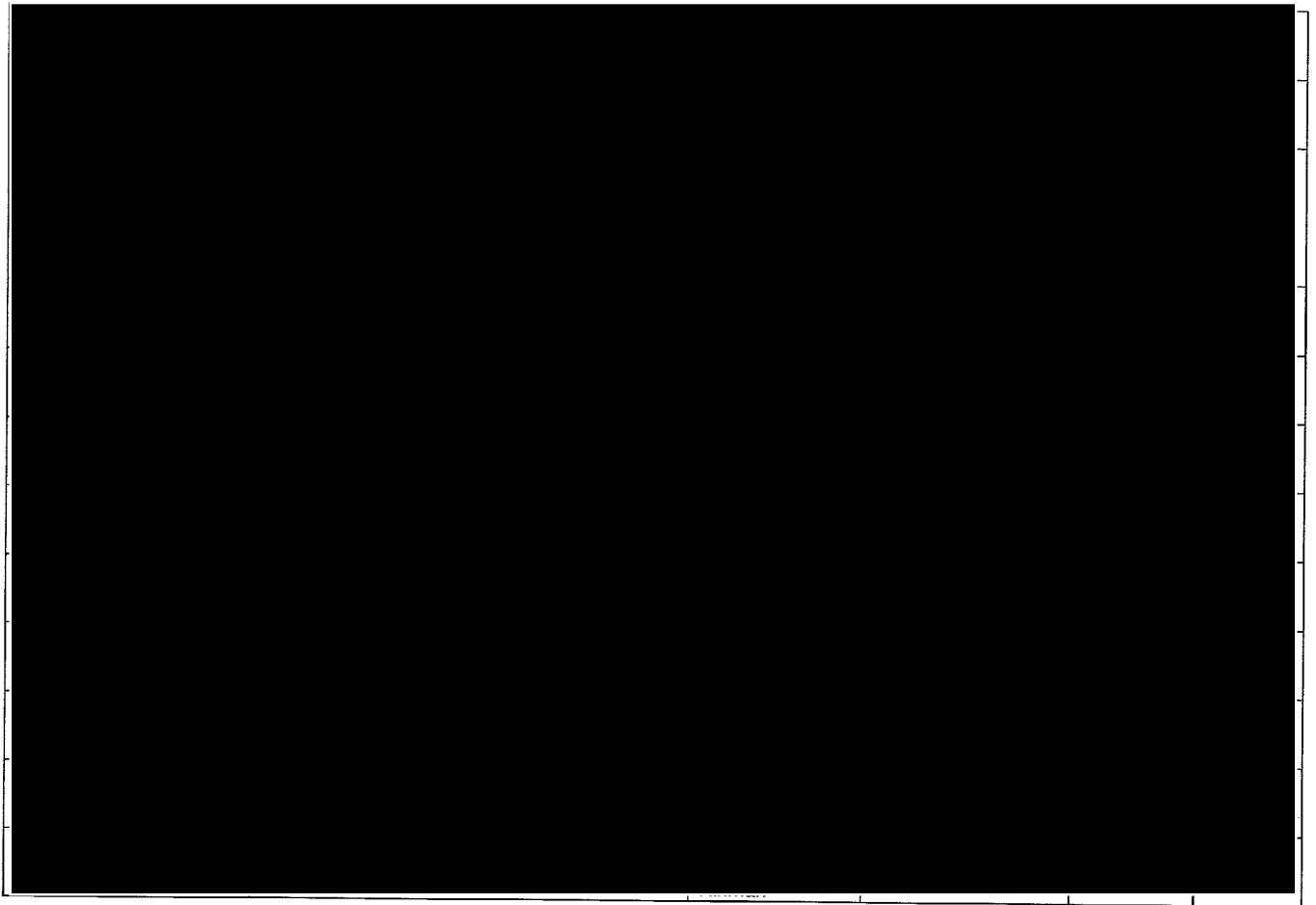
By:  _____
Name: Gary Garhart
Title: CEO 7/31/10

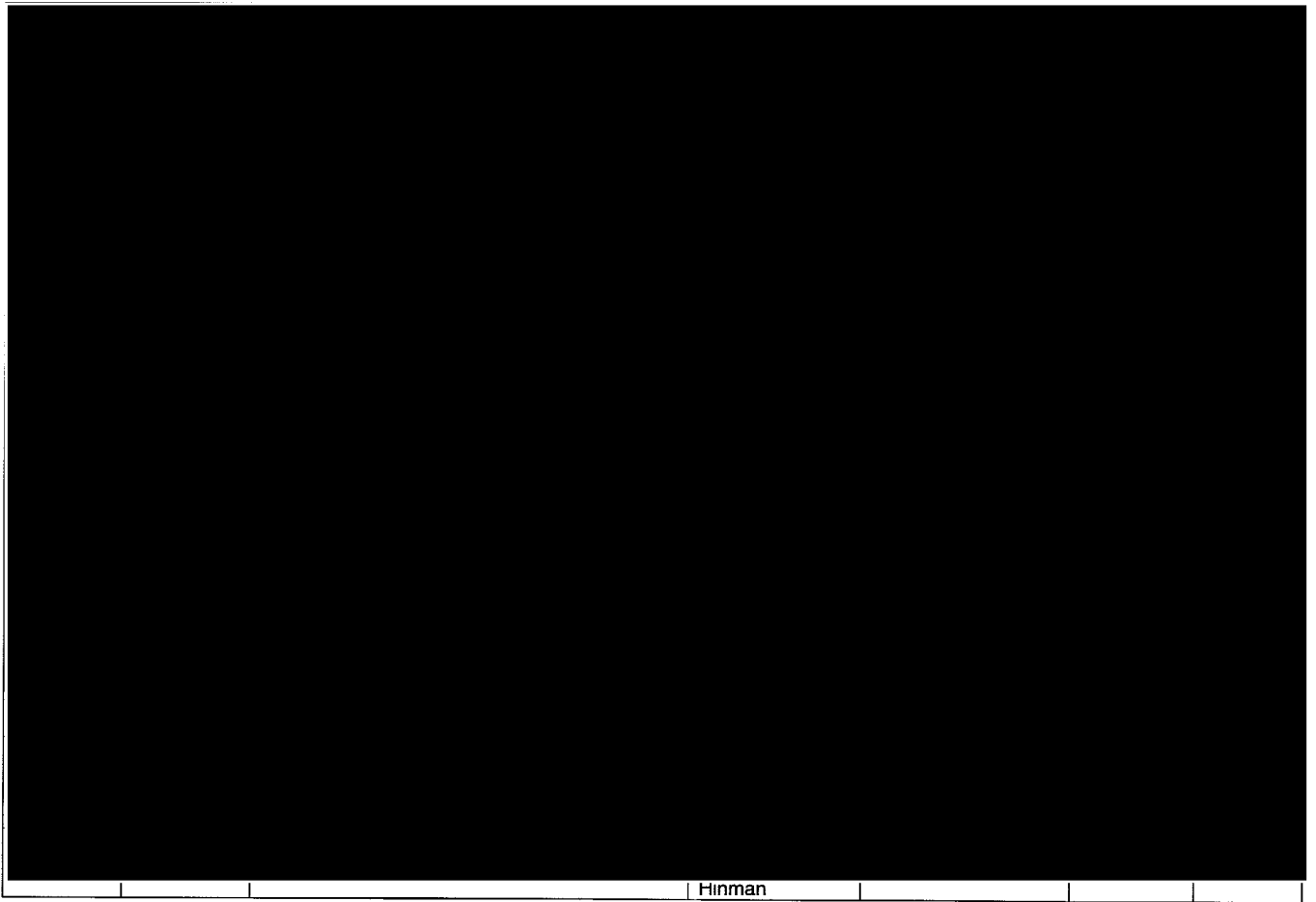
Schedule 1.1(a)

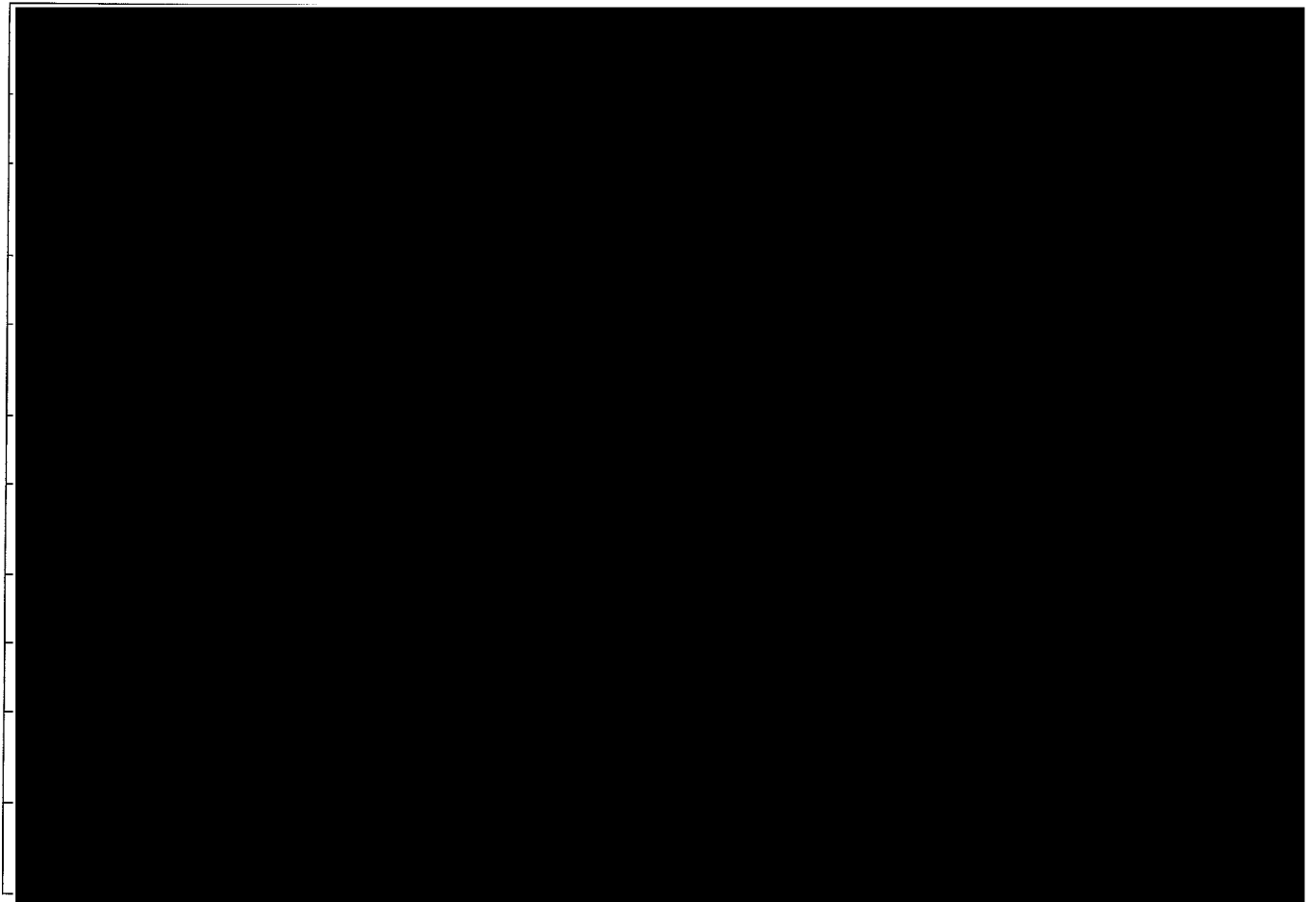
List of Seller's Patent Portfolio

DOCKET NO.	COUNTRY	TITLE	INVENTOR(S)	APPL. NO.	APPL. DATE	STATUS
10112-701.502	USA	TOOL WITH ARTICULATION LOCK	Cameron Dale Hinman, David Elias Hegeman, David J. Danitz, Lincoln J. Alvord	11/787,543	4/16/2007	Published

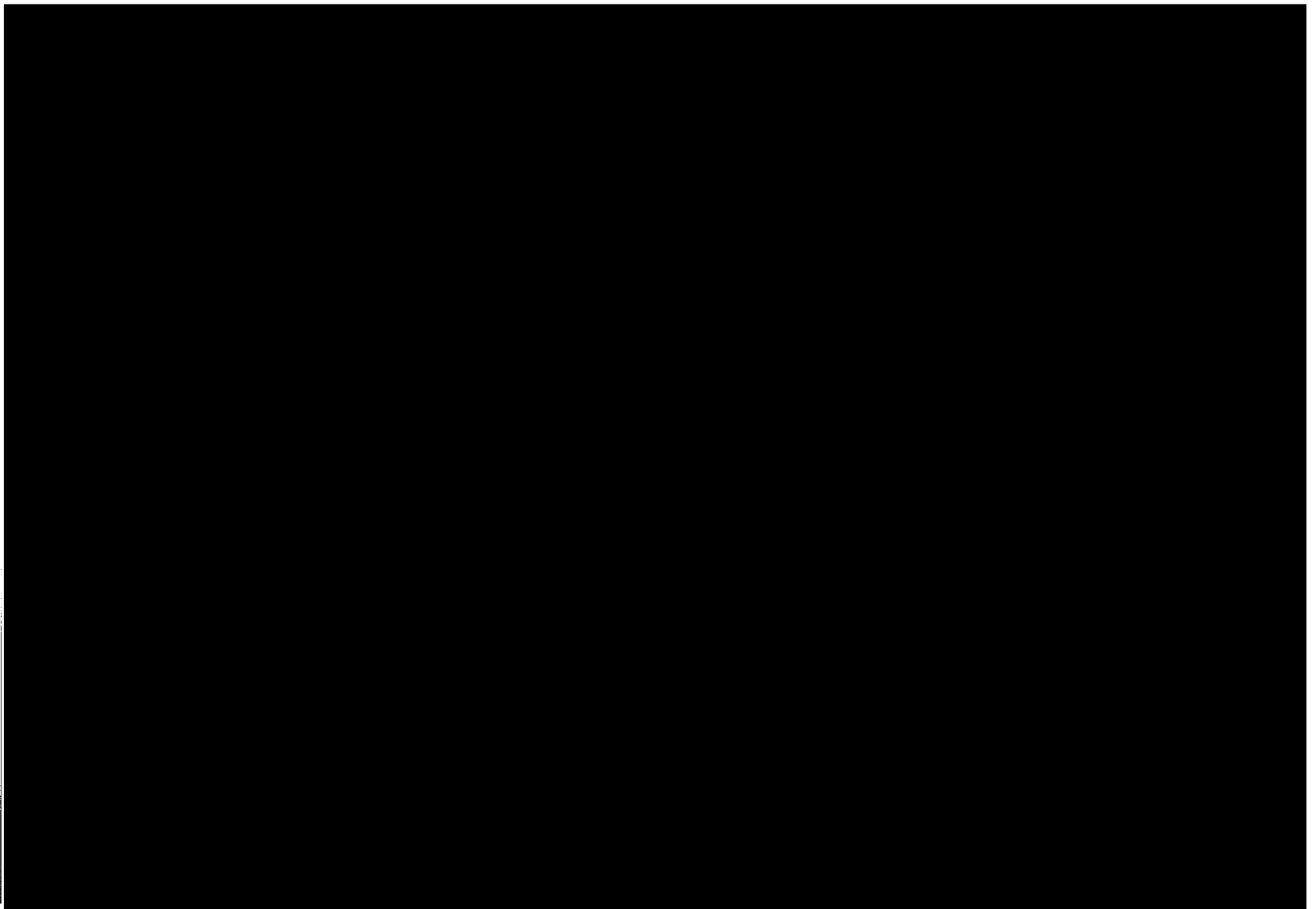


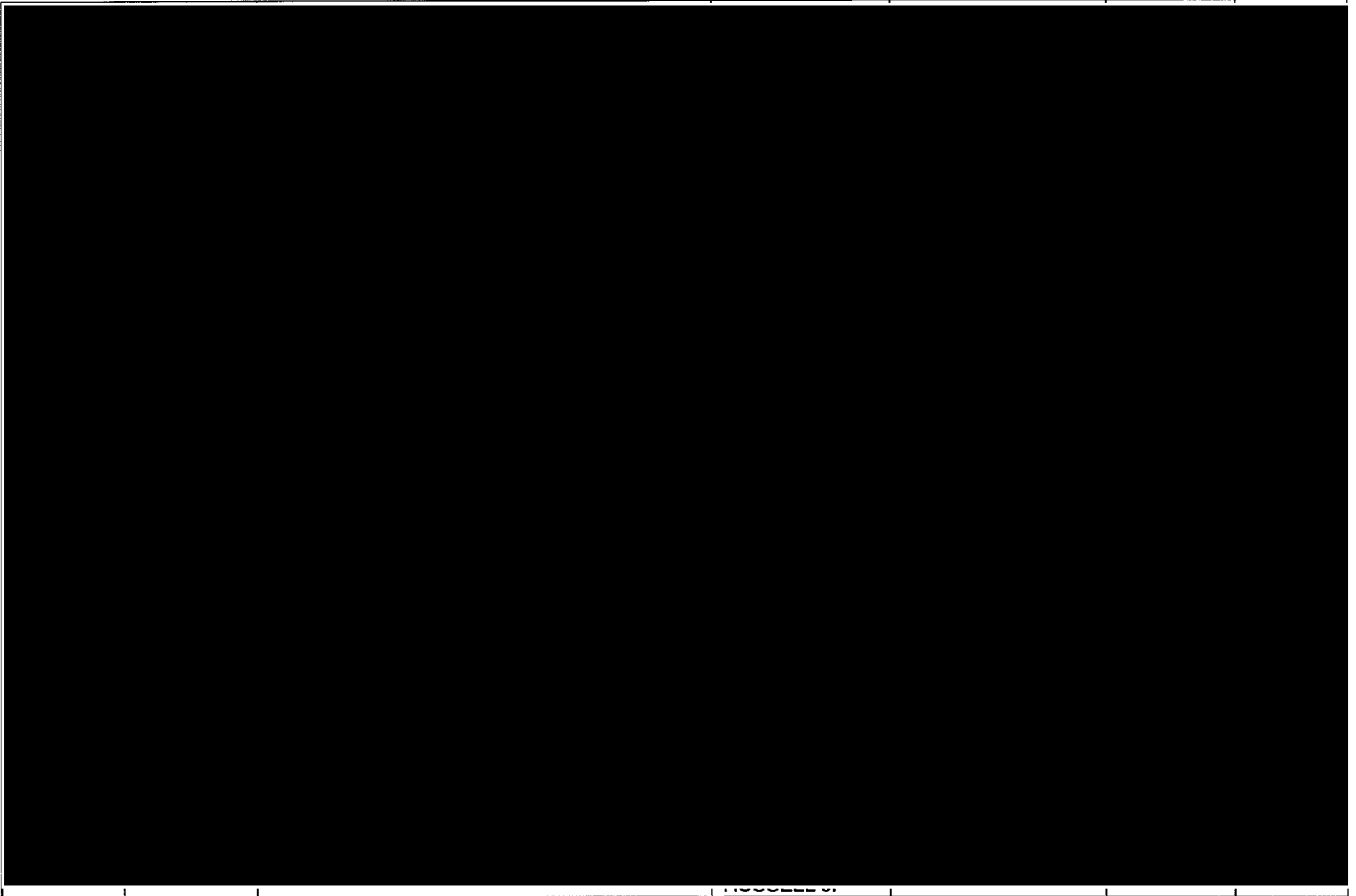






					
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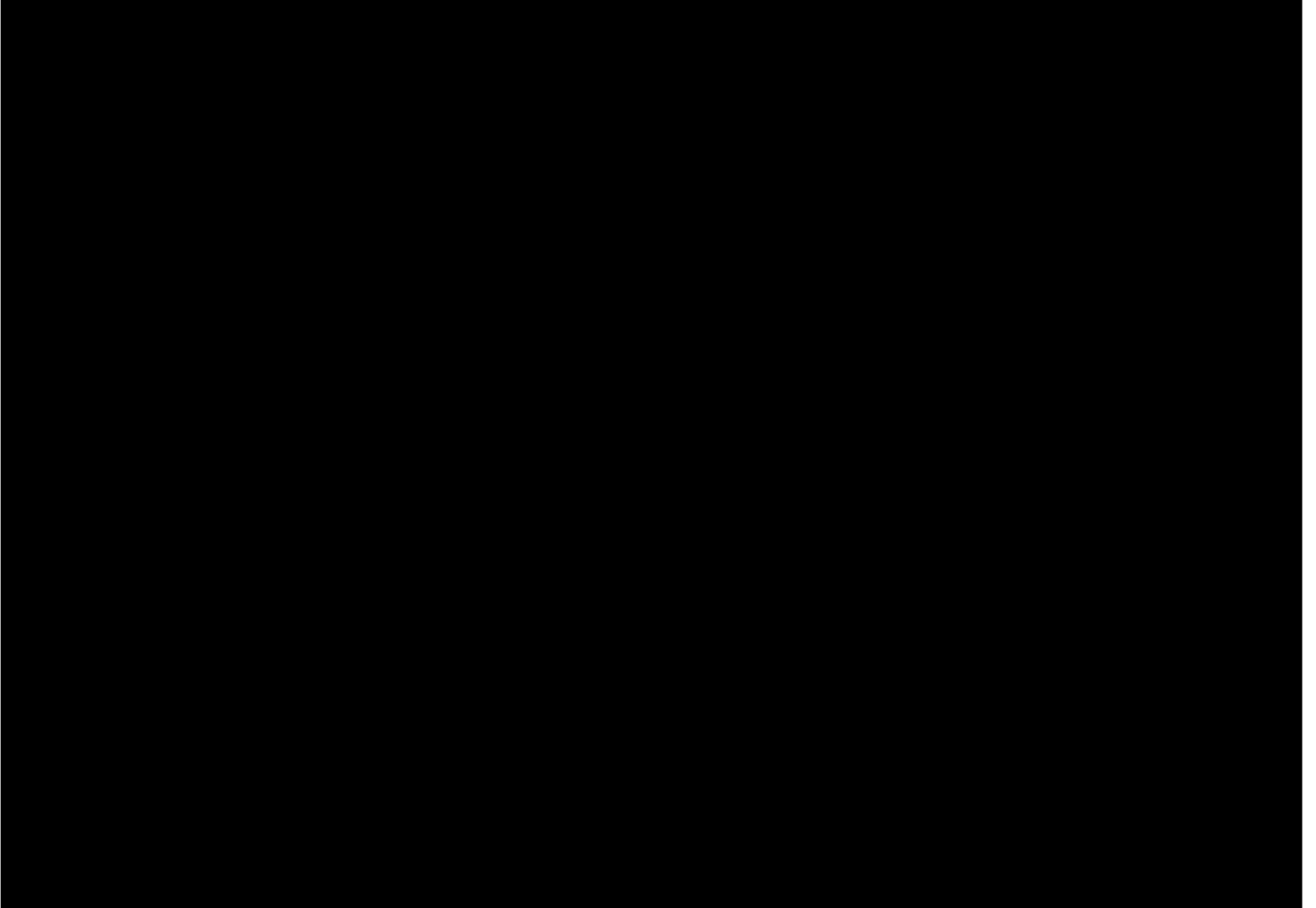




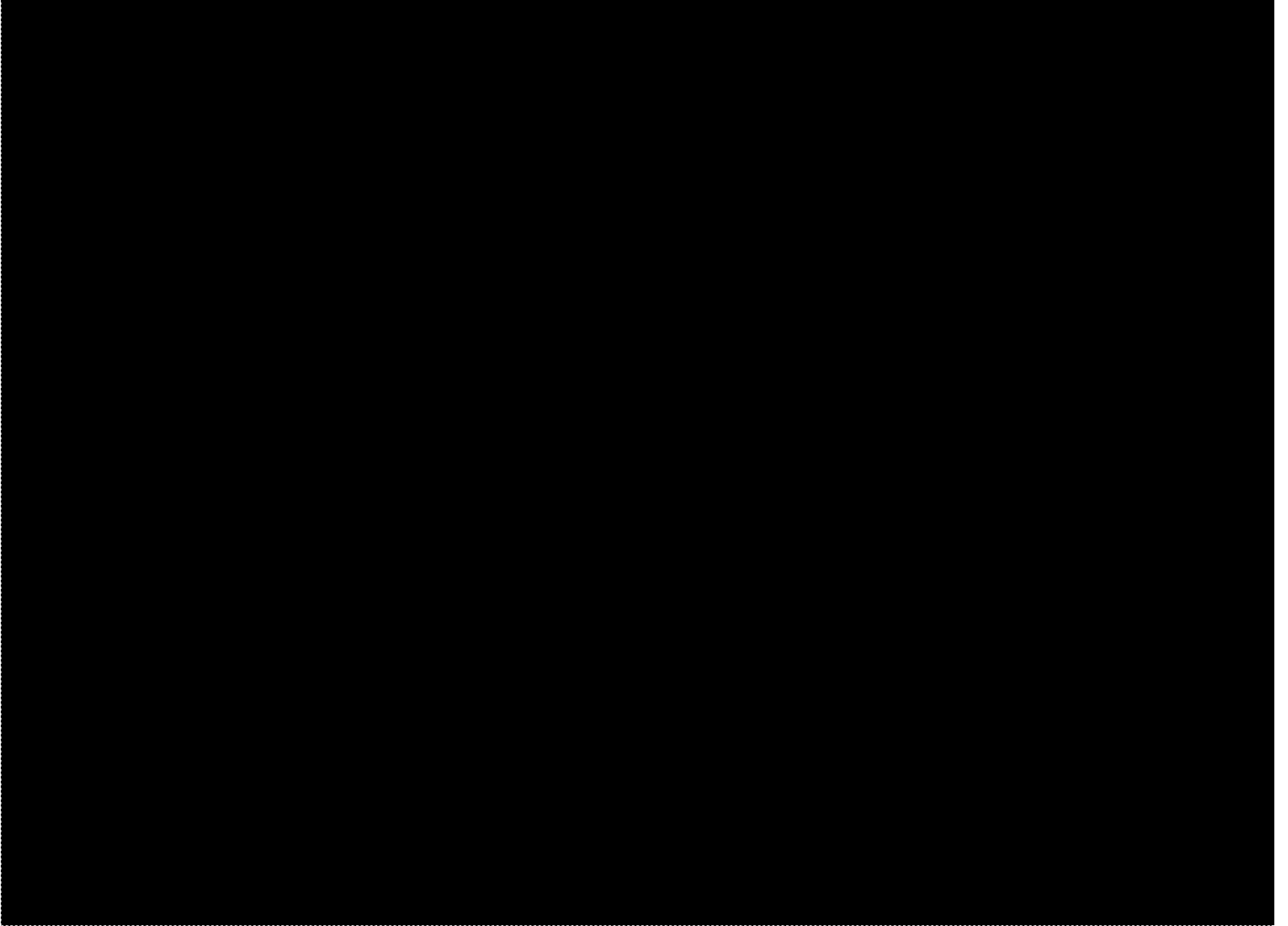


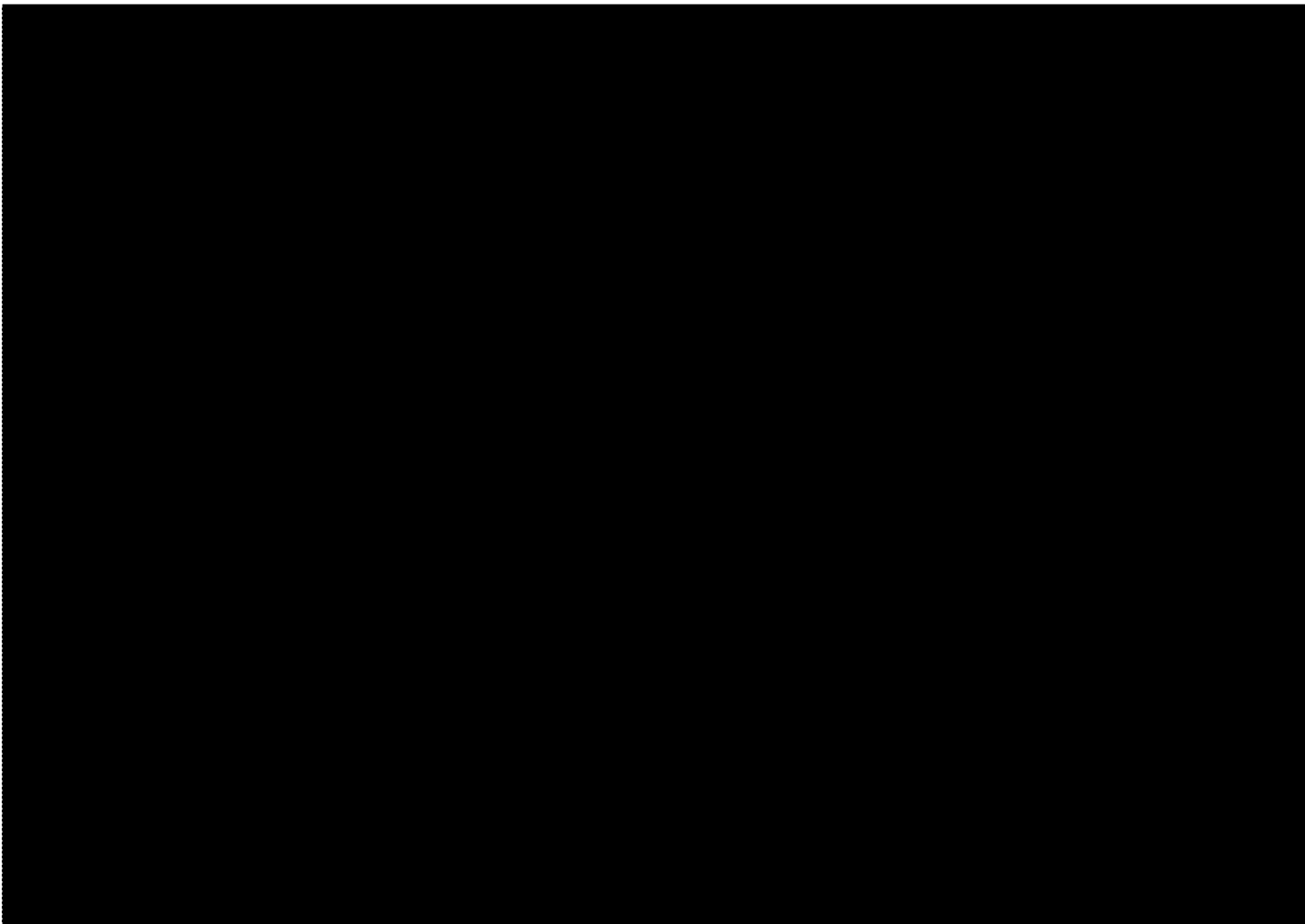


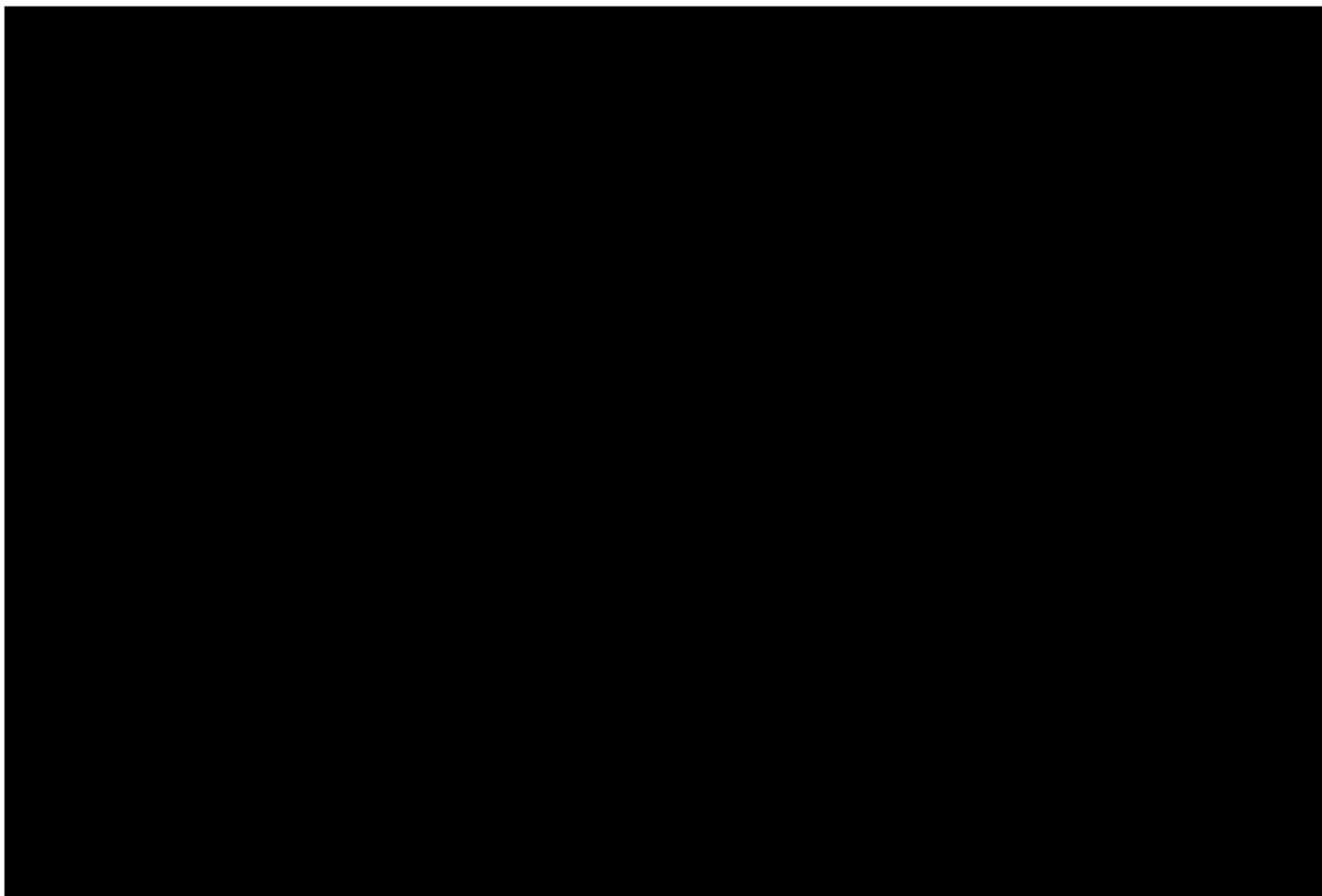


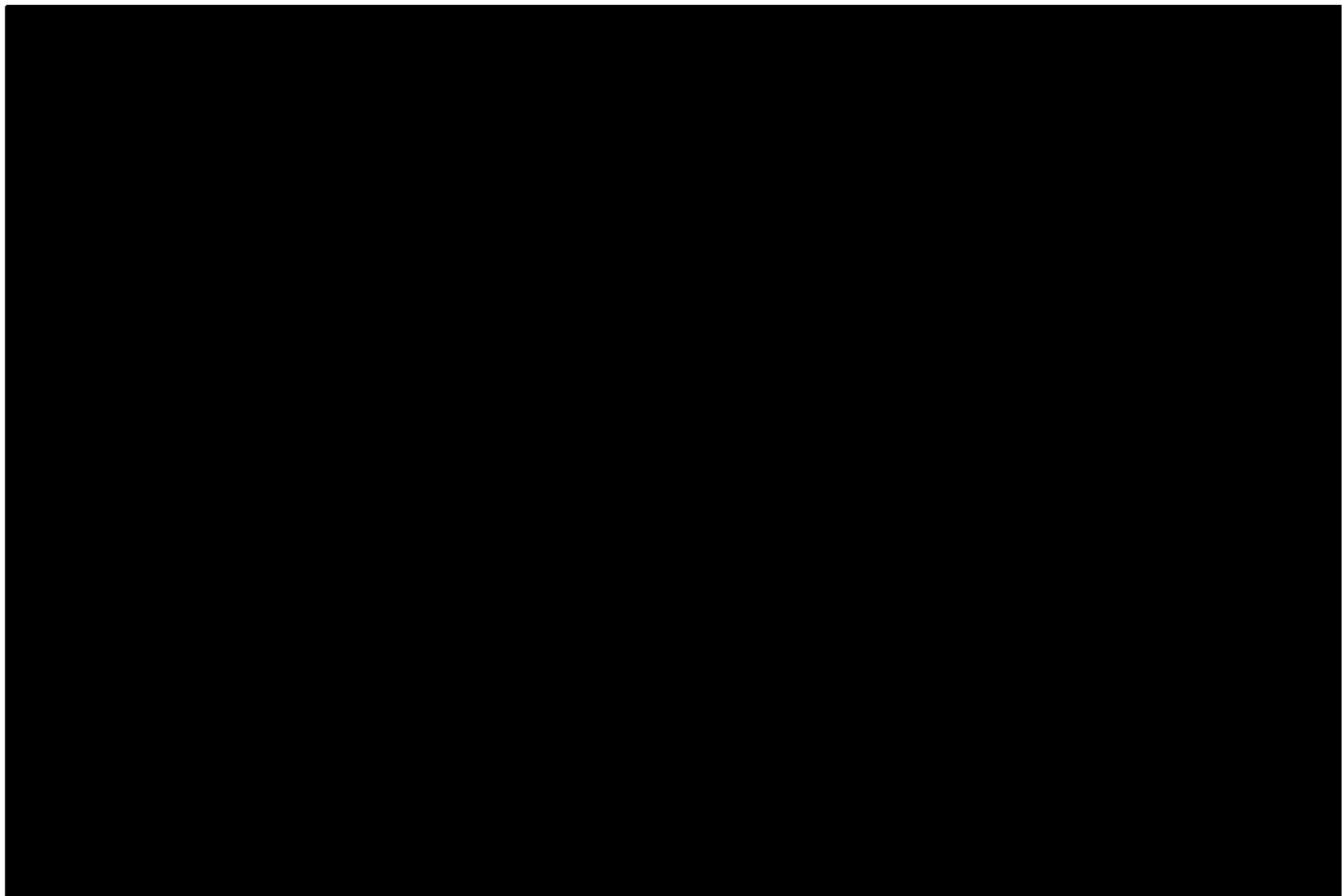


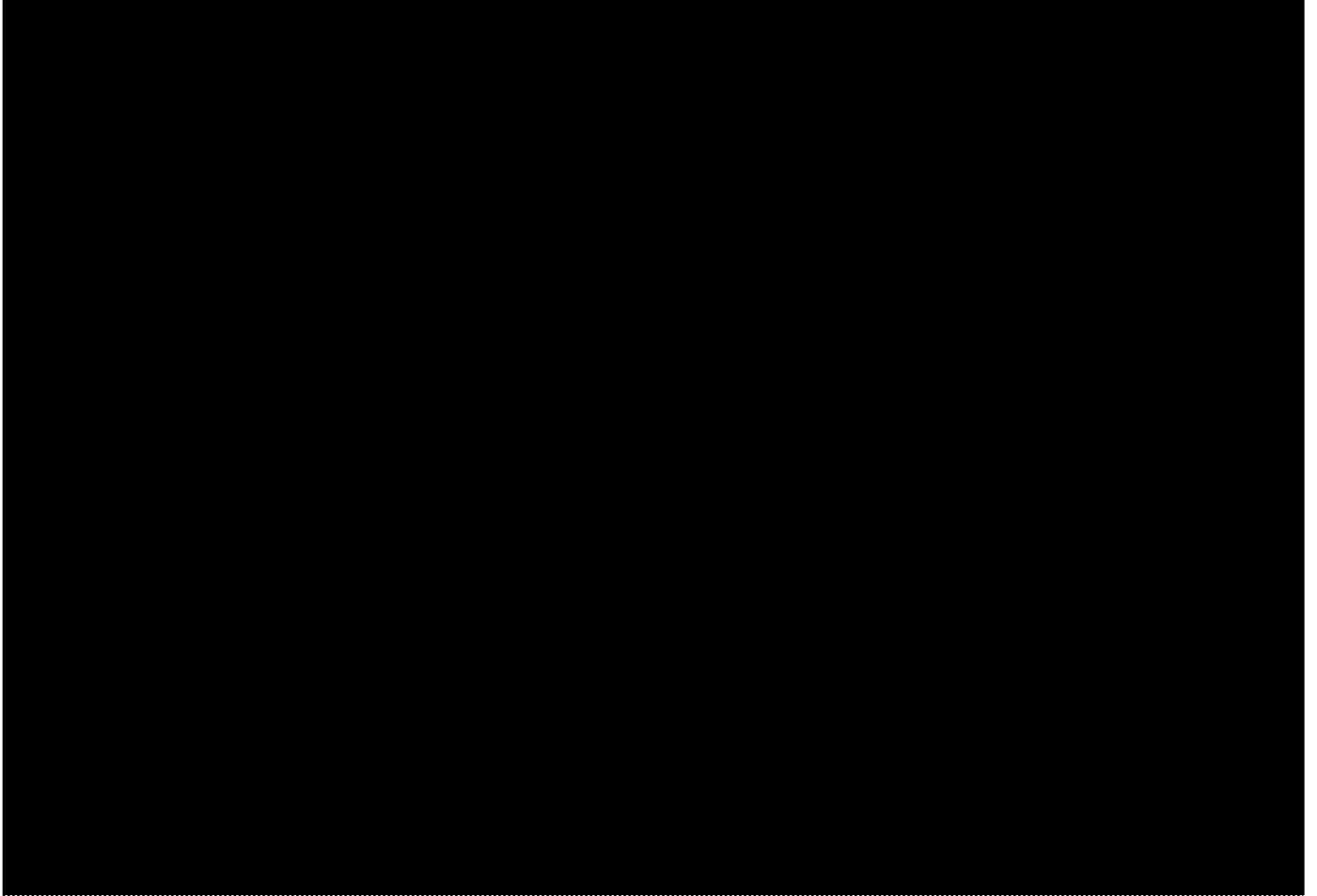
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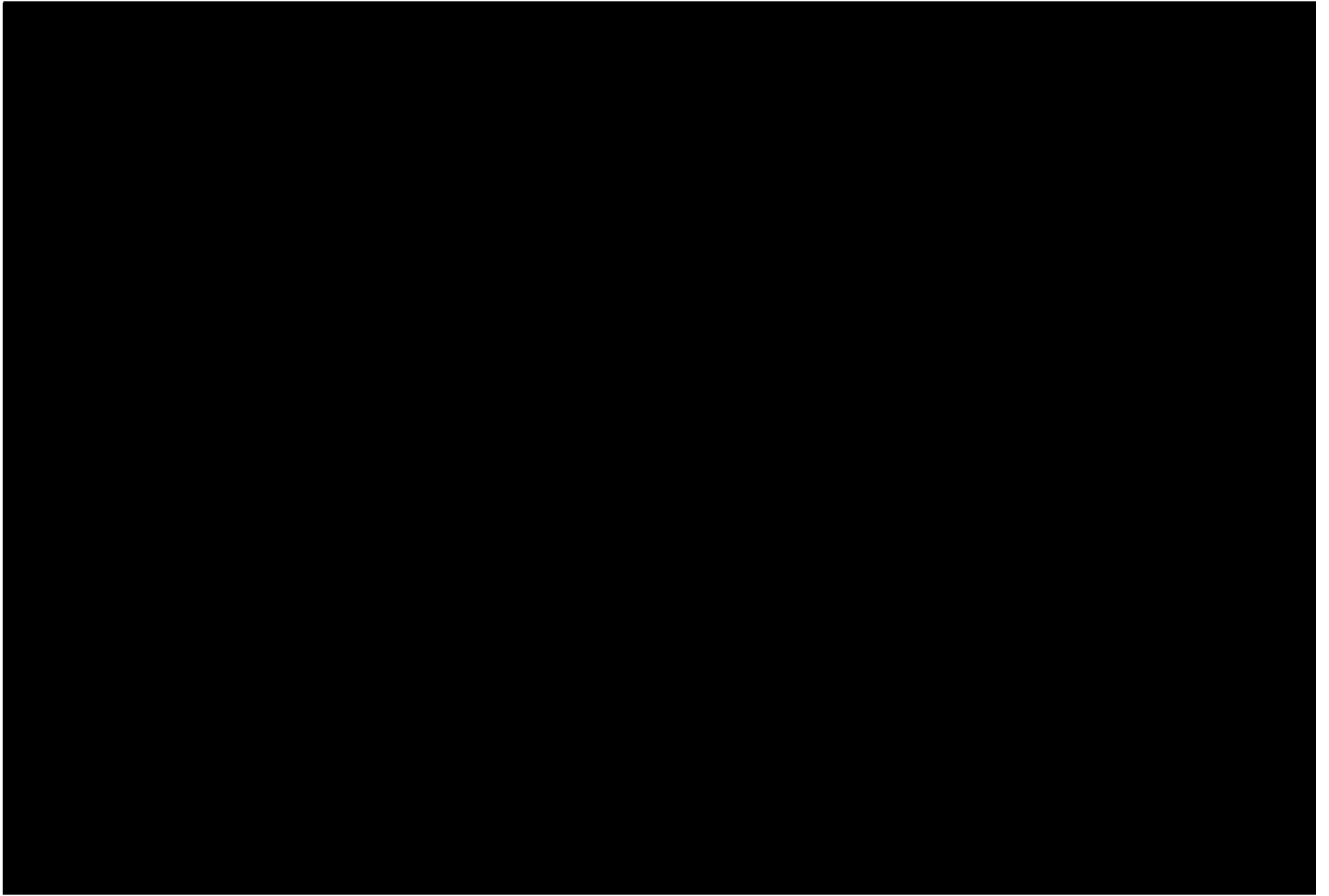


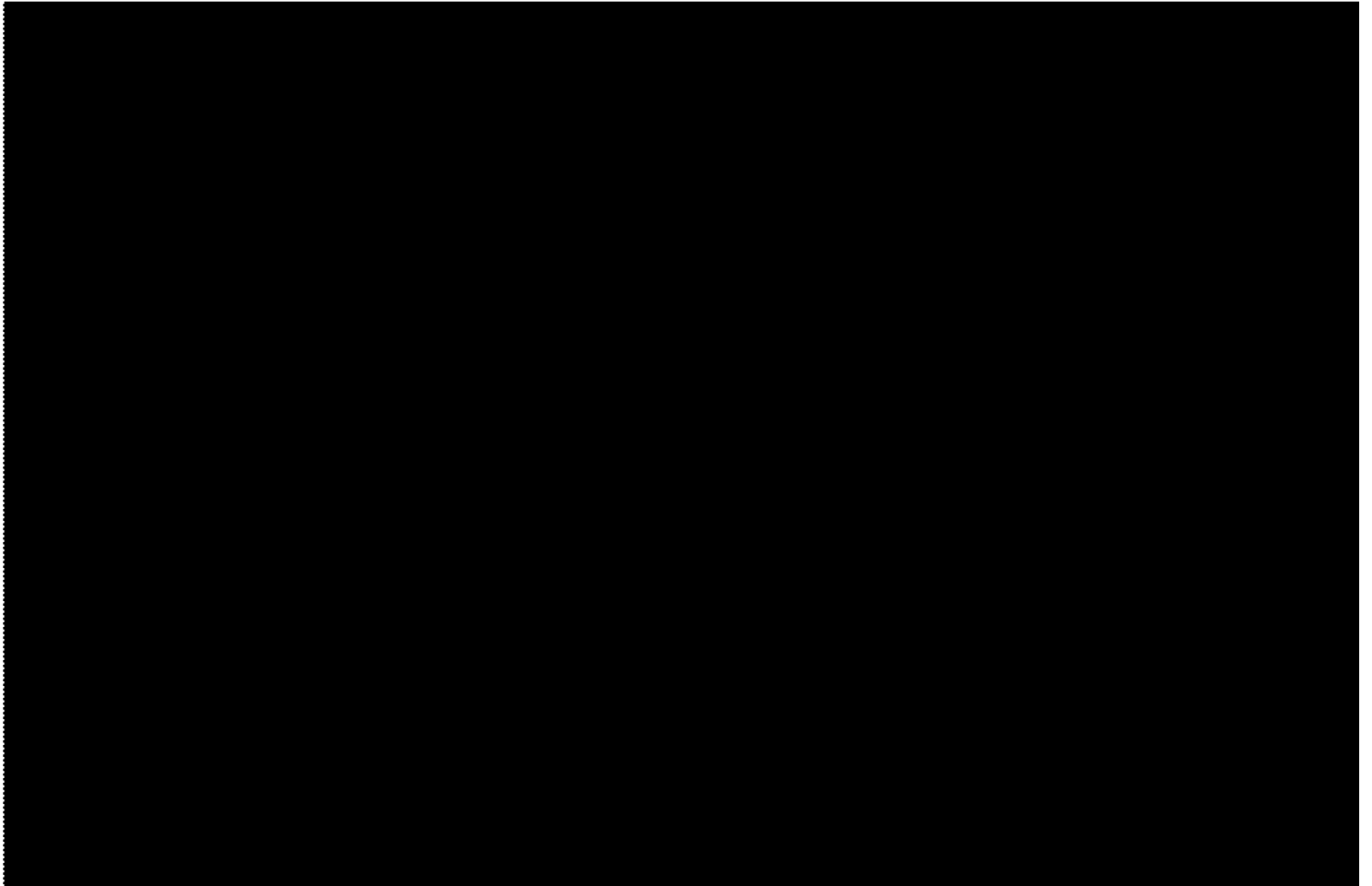


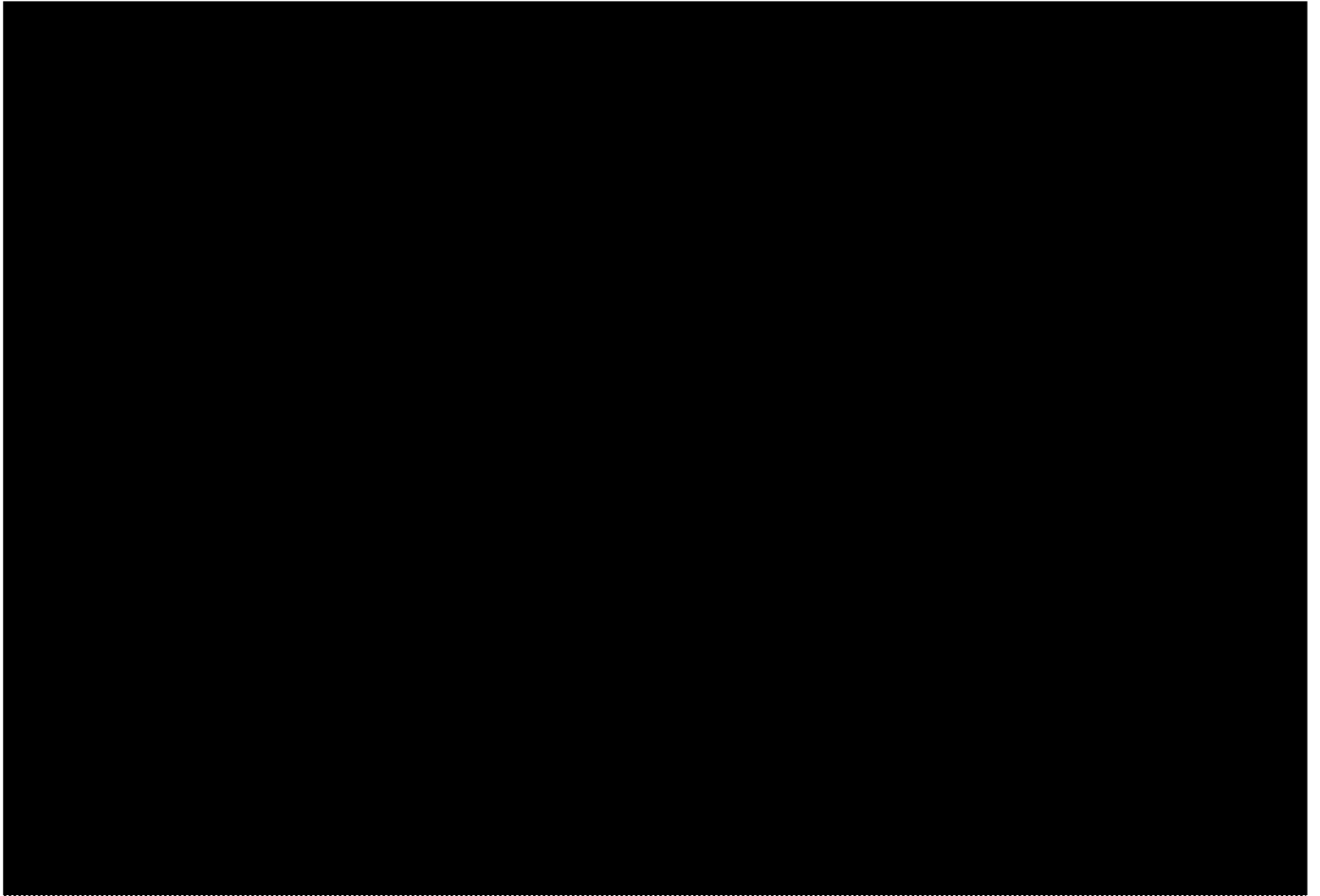


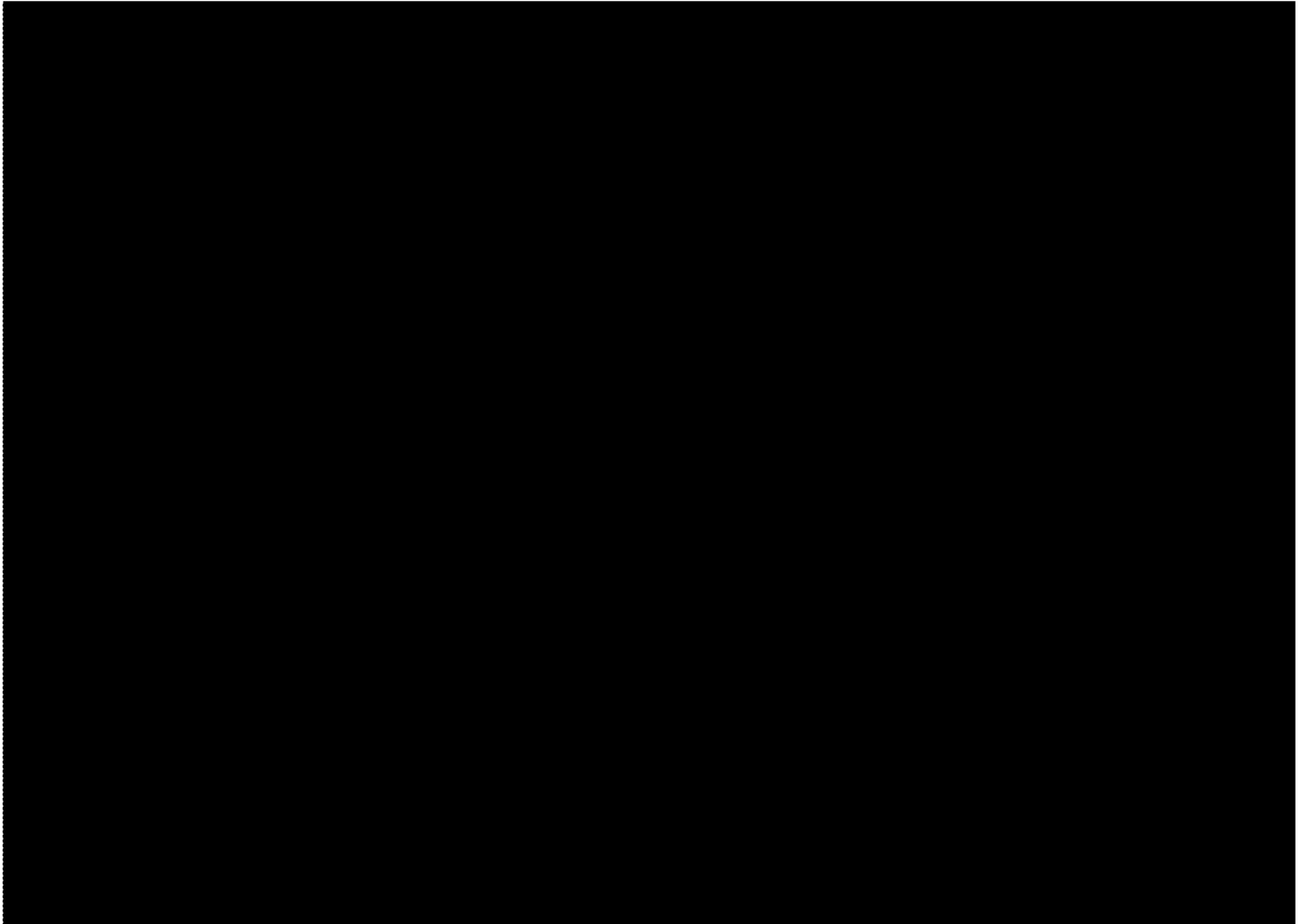


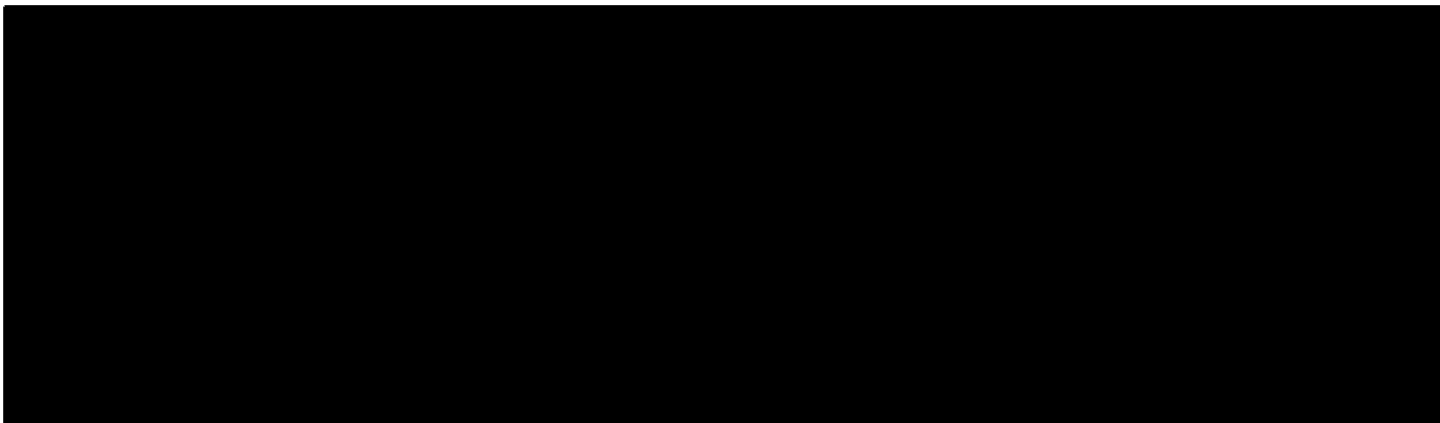


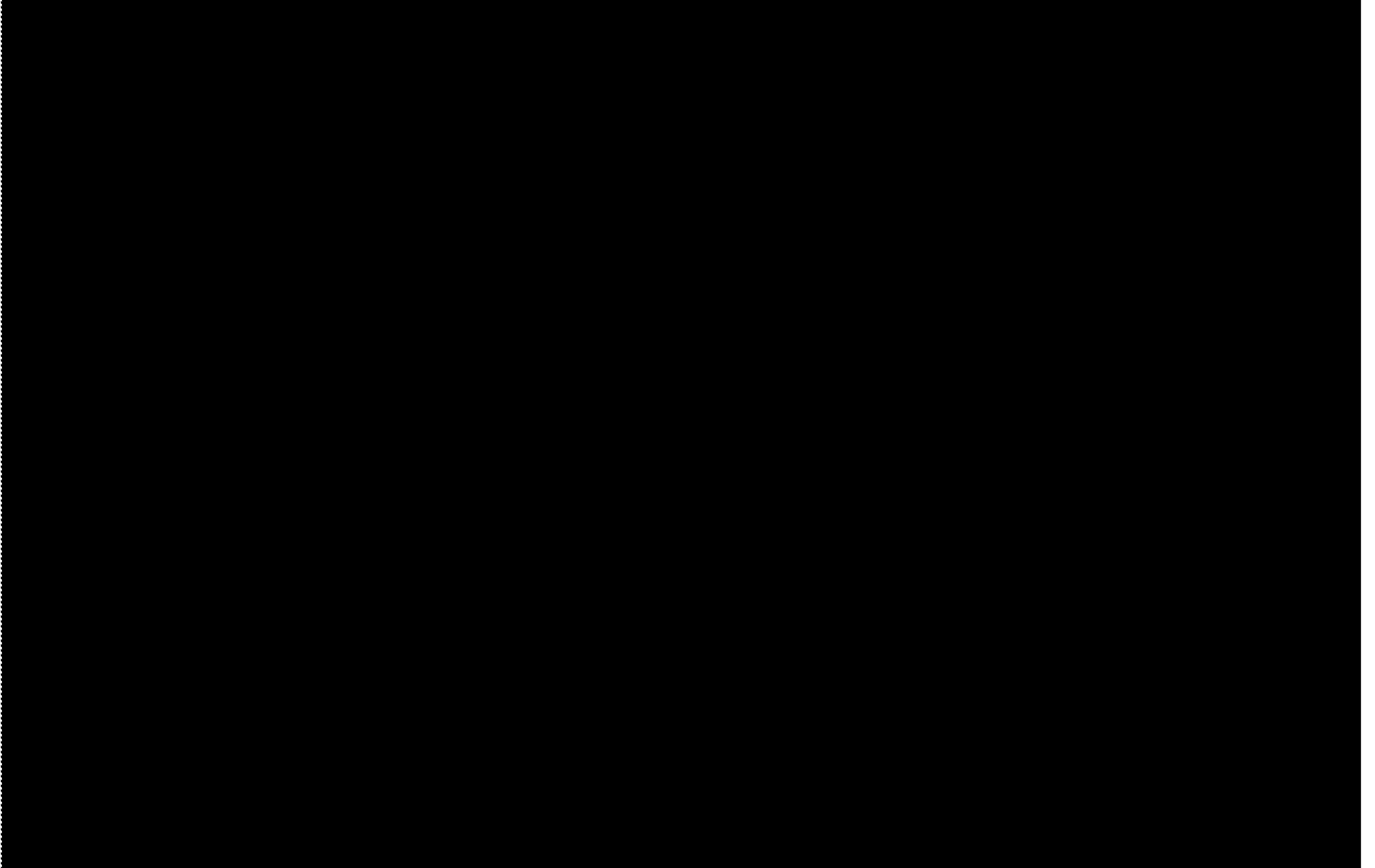


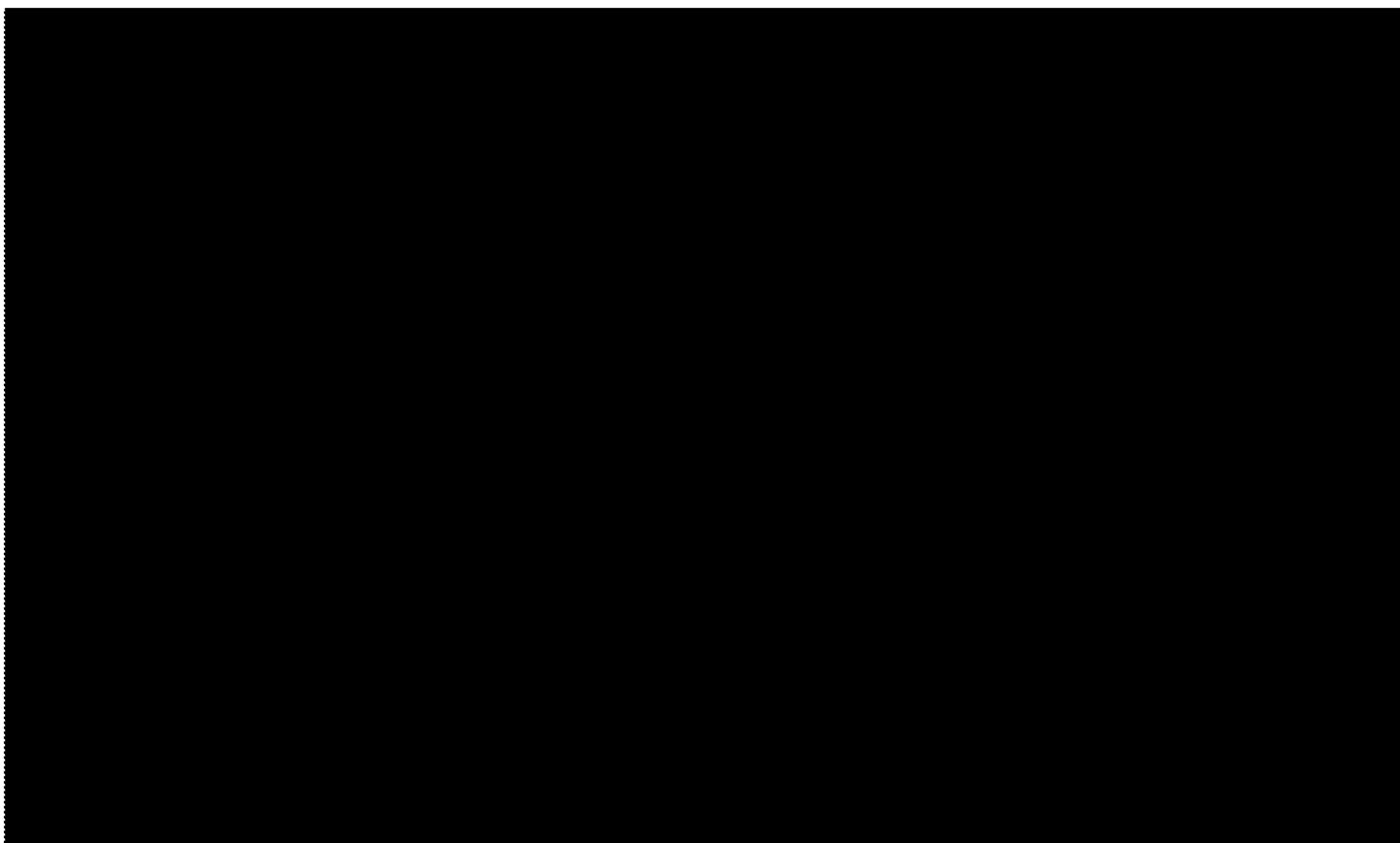


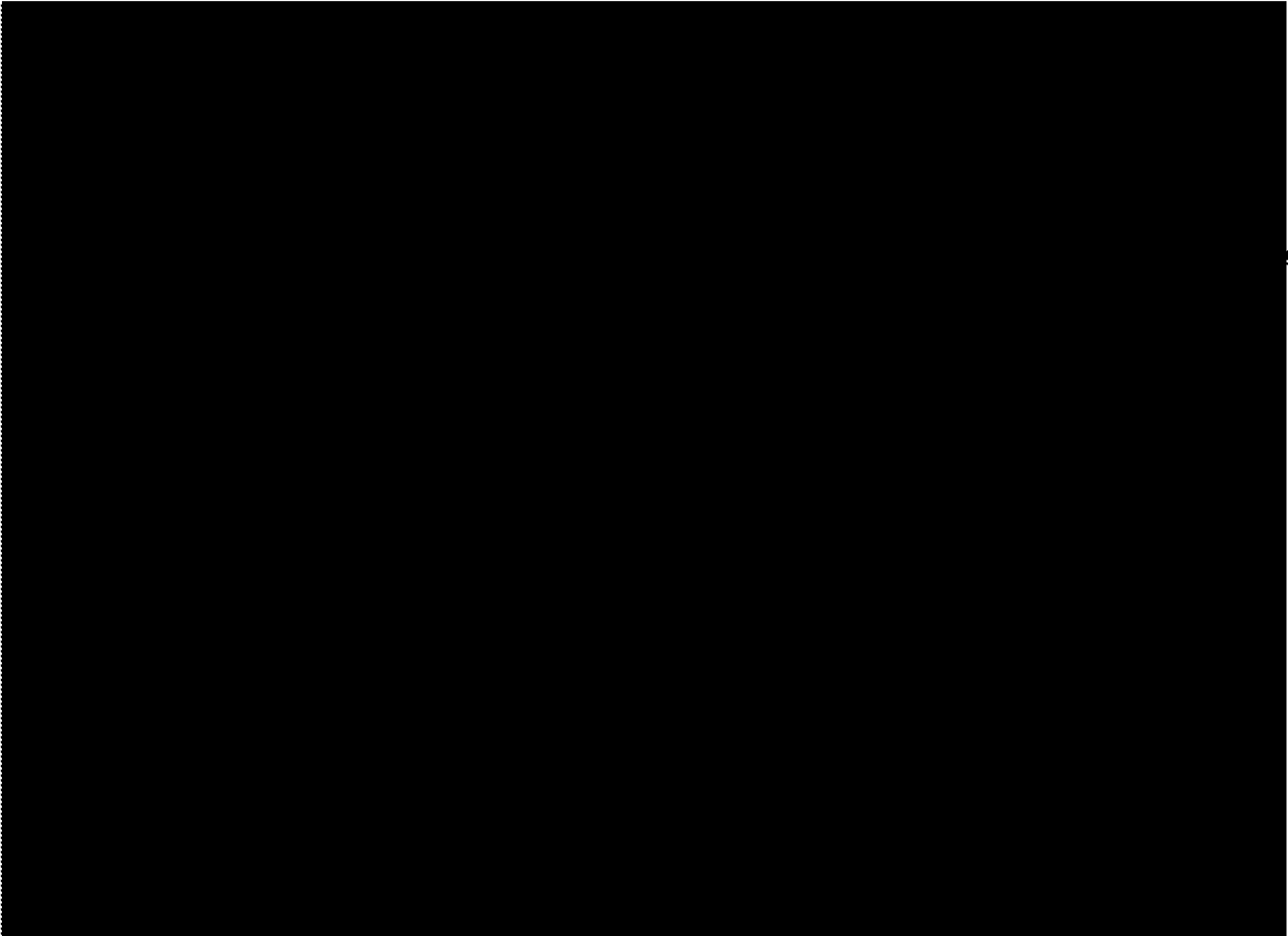




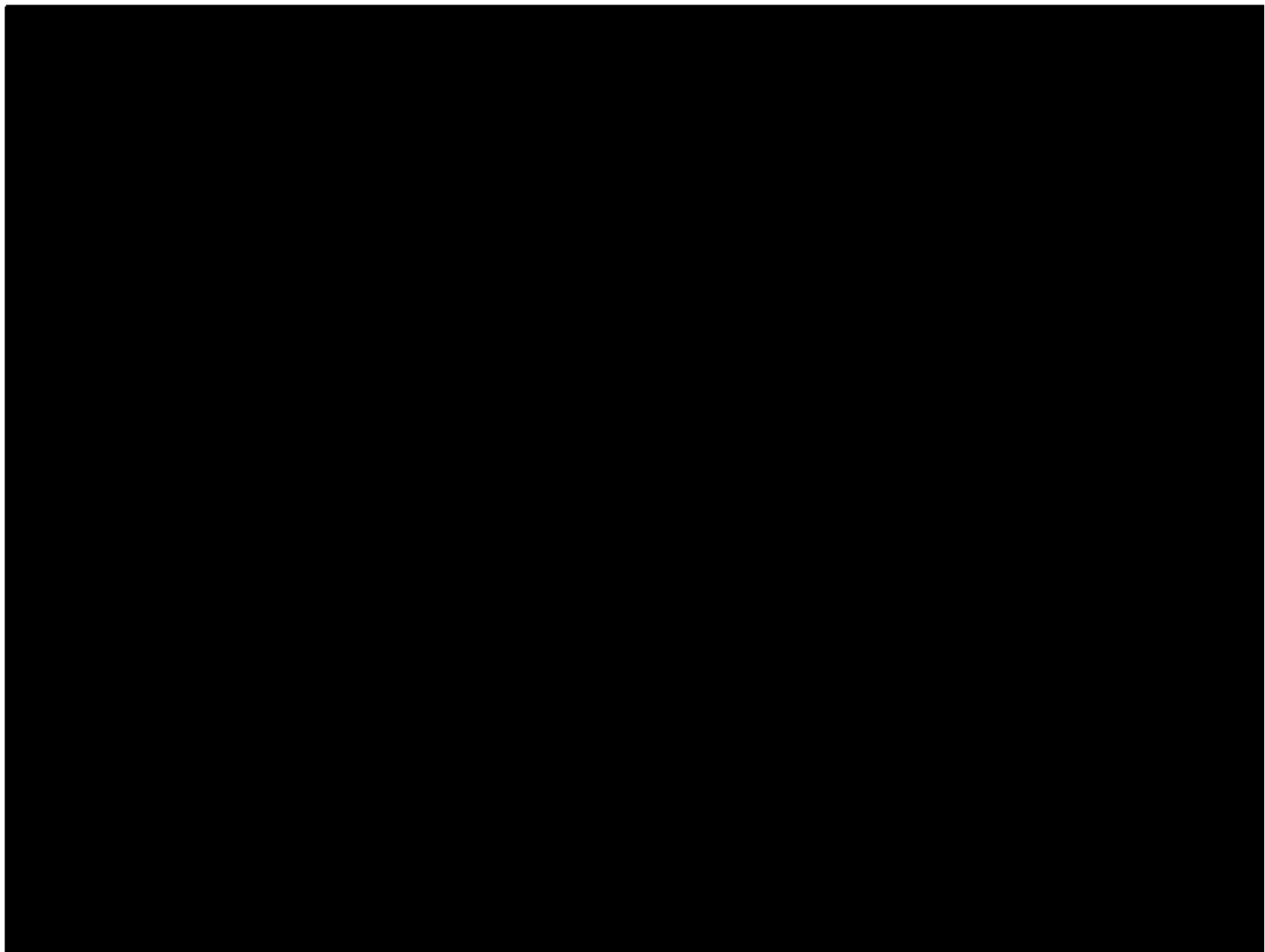


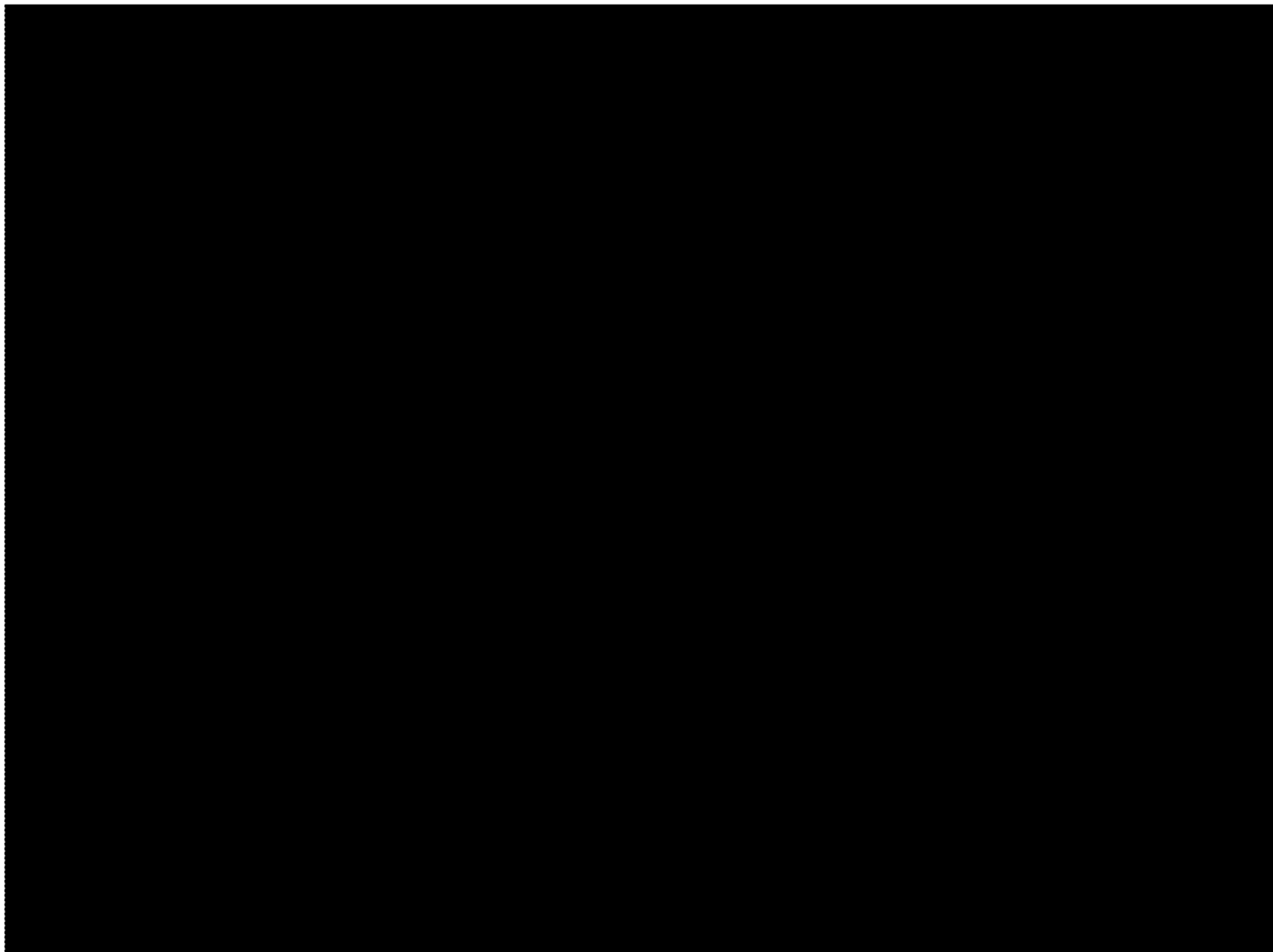


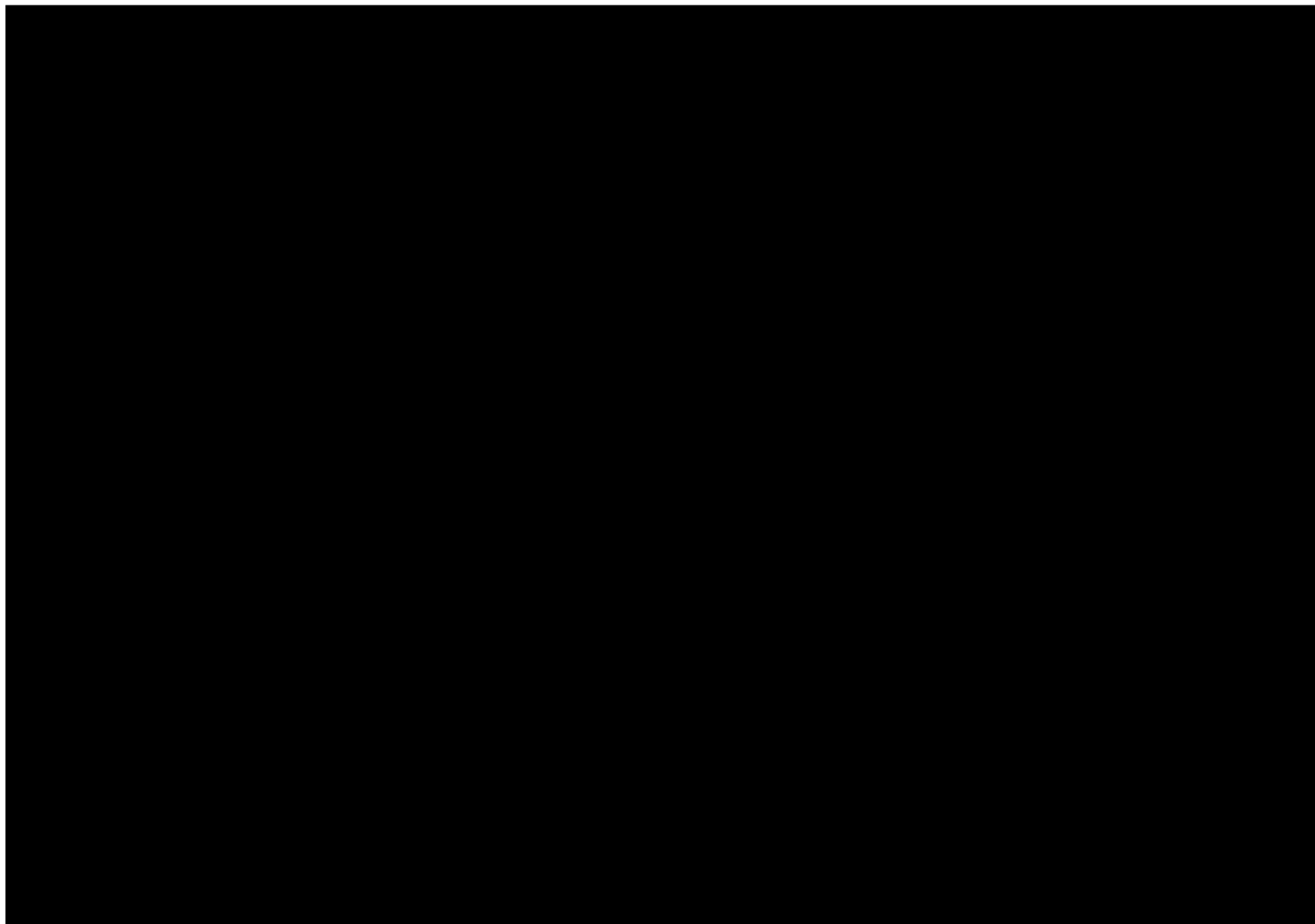


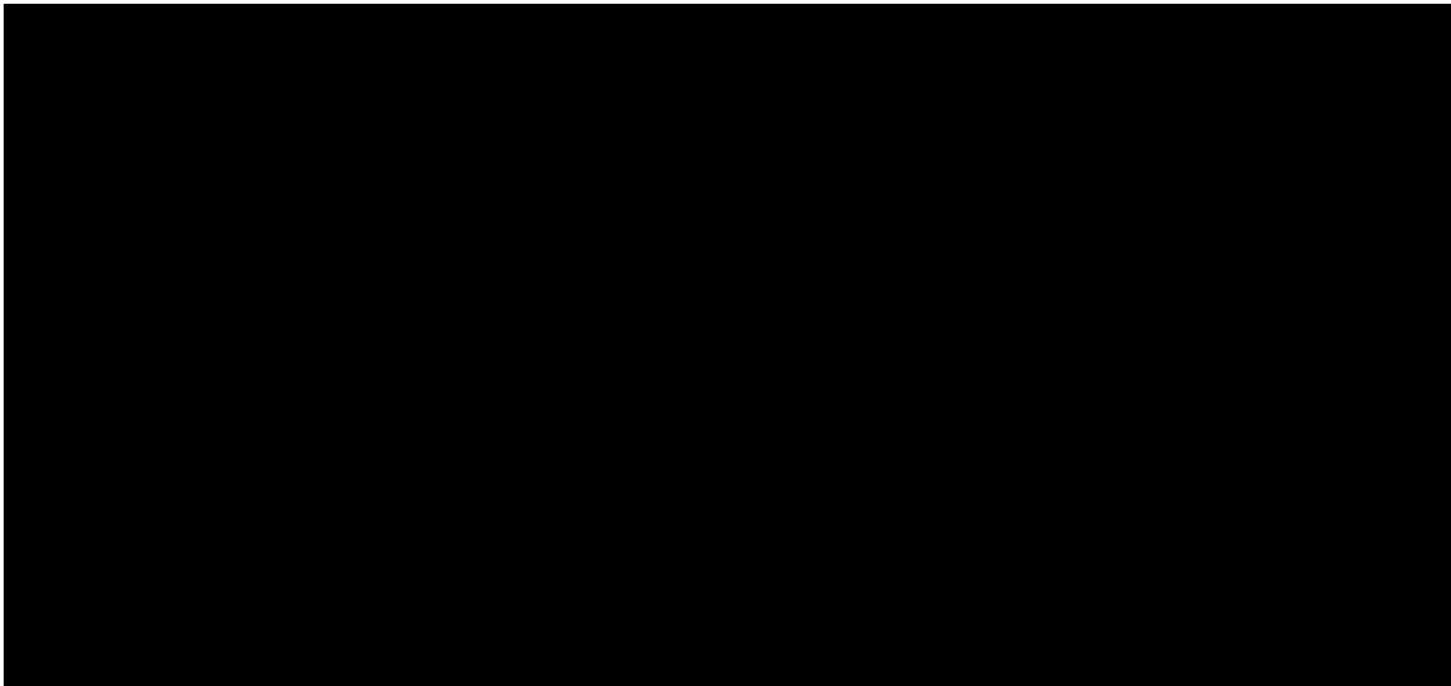


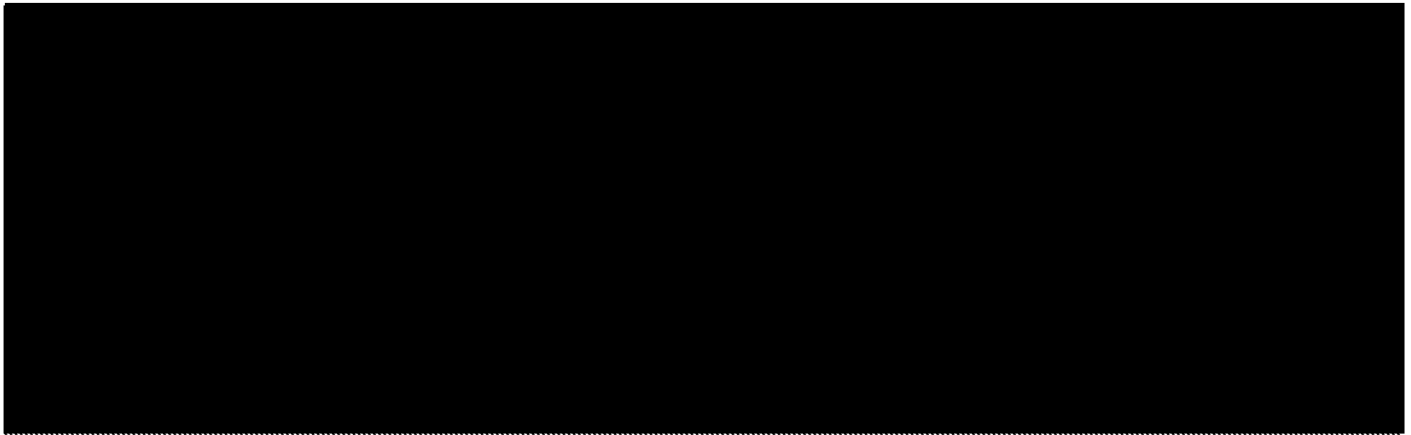
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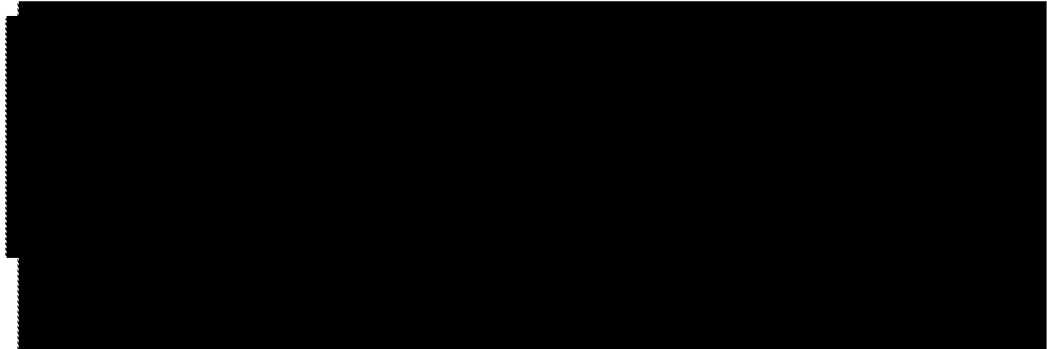


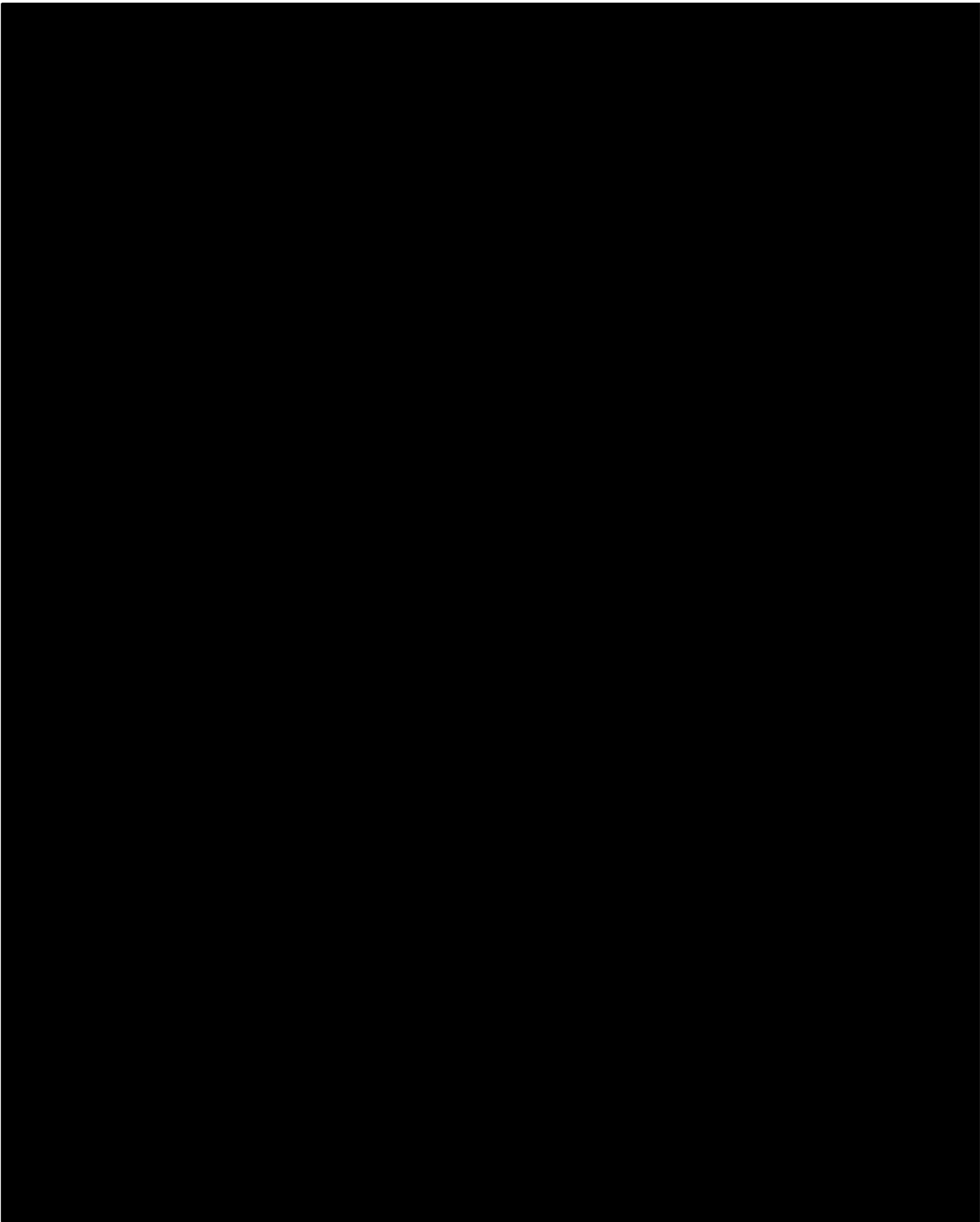












PATENT
REEL: 049202 FRAME: 0203

Exhibit A

IP Assignment Agreement

IP ASSIGNMENT AGREEMENT

DATED AS OF

JULY 30, 2010

BETWEEN

NOVARE SURGICAL SYSTEMS, INC.

AND

INTUITIVE SURGICAL, INC.

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement dated as of August 2nd, 2010 (this "Assignment"), by Novare Surgical Systems Inc., a Delaware corporation having its principal place of business at 10440 Bubb Road, Suite A, Cupertino, CA 95014 and its subsidiaries (together, "Assignor"), in favor of Intuitive Surgical Operations, Inc., a Delaware corporation having its principal place of business at 1266 Kifer Road, Sunnyvale, California 94086 and its subsidiaries (together, "Assignee"). Each of Assignor and Assignee shall be referred to herein as a "Party" and shall be collectively referred to as the "Parties." Capitalized terms that are used, whether in the singular or plural, shall have the meanings set forth in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 2nd (the "Agreement"), pursuant to which Assignor has agreed to sell and transferred to Assignee and Assignee has agreed to purchase from Assignor certain assets including patents, trademarks, and copyrights.

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee all of Assignor's title, interest, and rights in and to the patents, trademarks, and copyrights;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged subject to the terms and conditions of the Agreement, the Parties hereto covenant and agree as follows:

1. Assignment and Transfer of IP Rights. Subject to the terms and conditions of the Agreement, Assignor does hereby assign, Transfer, set over, and deliver to Assignee all of Assignor's rights, title, and interest in all Intellectual Property of or Controlled by Assignor that is set forth on schedules 1.1(a), 1.1(b) and 1.1(c) of this Assignment. Assignor further agrees, without further consideration, to cause to be performed such customary and lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

2. Consideration; Payment. The consideration for this Assignment is detailed in the Agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by his signature as of the date above first written.

ASSIGNOR: NOVARE SURGICAL SYSTEMS, INC.

By: [Signature]
Name: Andrew May
Title: President & CEO

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE: INTUITIVE SURGICAL OPERATIONS, INC.

By: [Signature]
Name: MARK MELTZER
Title: VP GLOBAL COUNSEL

