

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7149793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OLYMPUS WINTER & IBE GMBH	12/28/2021
RECEIVING PARTY DATA	
Name:	DISTALMOTION SA
Street Address:	ROUTE DE LA CORNICHE 3B
City:	EPALINGES
State/Country:	SWITZERLAND
Postal Code:	1066
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	10265129
Patent Number:	10357320
Patent Number:	10864049
Patent Number:	10548680
Patent Number:	11039820
Patent Number:	10646294
Patent Number:	10568709
Patent Number:	10363055
Patent Number:	10786272
Patent Number:	11058503
Patent Number:	10413374
CORRESPONDENCE DATA	
Fax Number:	(415)947-2099
<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:	4159472169
Email:	qluflood@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI, P.C.
Address Line 1:	ONE MARKET PLAZA, SPEAR TOWER, SUITE 330
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	59321.012
NAME OF SUBMITTER:	QUI LU FLOOD
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	01/31/2022

Total Attachments: 8

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page1.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page2.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page3.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page4.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page5.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page6.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page7.tif

source=Revival - Distalmotion - Olympus Termination and Release of IP Security Agreement - 2021.12.28 - EXECUTED#page8.tif

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Termination*"), dated as of December 22, 2021, is executed by OLYMPUS WINTER & IBE GMBH, a company formed under the laws of Germany (the "*Secured Party*") and in favor of DISTALMOTION SA, a company formed under the laws of Switzerland, with its address at Route de la Corniche 3B, 1066 Épalinges, Switzerland ("*Grantor*"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of June 26, 2020 (the "*Security Agreement*"), executed by Grantor in favor of Secured Party, Grantor granted to Secured Party a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on October 2, 2020, at Reel/Frame 053956/0310, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 2, 2020, at Reel/Frame 7067/0344, to evidence the security interest granted under the Security Agreement.

D. Secured Party agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

(a) Secured Party expressly terminates and releases the security interest granted to the Secured Party by the Grantor pursuant to the Security Agreement and releases all of Secured Party's right, title and interest in, to and under the Grantor's Intellectual Property Collateral (as defined in the Security Agreement), including the following (collectively, the "*IP Collateral*");

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "*Copyrights*");

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

4854-5958-5284

of the same, including without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*");

(v) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "*Mask Works*");

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(b) Secured Party represents and warrants that it has the full power and authority to execute this Termination.


(c) Secured Party authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

(d) This Termination and all disputes and other matters relating hereto or thereto or arising therefrom shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

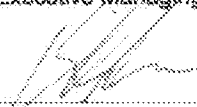
[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

OLYMPUS WINTER & IRE GMBH


Name: Dr. André Roggan

Title: Executive Managing Director


Name: Christian Meyer

Title: Managing Director

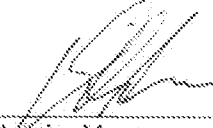
[Signature Page to Termination and Release of Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

OLYMPUS WINTER & IBE GMBH

.....
Name:

Title:


.....
Name: Christian Meyer
Title: Managing Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Application No.	Filing Date	Patent No.	Issue Date
MECHANICAL TELEOPERATED DEVICE COMPRISING AN INTERCHANGEABLE DISTAL INSTRUMENT	15116509	08/03/2016	10265129	04/23/2019
SURGICAL SYSTEM FOR MICROSURGICAL TECHNIQUES	15506659	02/24/2017	10357320	07/23/2019
DOCKING SYSTEM FOR MECHANICAL TELEMANNIPULATOR	15536539	06/15/2017	10864049	12/15/2020
ARTICULATED HANDLE FOR MECHANICAL TELEMANNIPULATOR	15536568	06/15/2017	10548680	02/04/2020
STERILE INTERFACE FOR ARTICULATED SURGICAL INSTRUMENTS	15536573	06/15/2017	11039820	06/22/2021
REUSABLE SURGICAL INSTRUMENT FOR MINIMALLY INVASIVE PROCEDURES	15536576	06/15/2017	10646294	05/12/2020
MECHANICAL TELEOPERATED DEVICE FOR REMOTE MANIPULATION	15564193	10/03/2017	10568709	02/25/2020
ARTICULATED HAND-HELD INSTRUMENT	15564194	10/03/2017	10363055	07/30/2019
SURGICAL INSTRUMENT WITH INCREASED ACTUATION FORCE	15756037	02/27/2018	10786272	09/29/2020
TRANSLATIONAL INSTRUMENT INTERFACE FOR SURGICAL ROBOT AND SURGICAL ROBOT SYSTEMS COMPRISING THE SAME	15976812	05/10/2018	11058503	07/13/2021
SURGICAL ROBOT SYSTEMS COMPRISING ROBOTIC TELEMANNIPULATORS AND INTEGRATED LAPAROSCOPY	16269383	02/06/2019	10413374	09/17/2019

EXHIBIT C

Trademarks


Mark	Serial No.	Filing Date	Registration No.	Registration Date
DEXTER	88007484	06/20/2018	-	-
DEXTER	88420708	05/08/2019	-	-
DEXTER JUST SURGERY	88420722	05/08/2019	-	-
JUST SURGERY	88420748	05/08/2019	-	-
	88420769	05/08/2019	-	-
DISTALMOTION	88420785	05/08/2019	-	-
DISTALMOTION	88855914	04/01/2020	-	-

EXHIBIT D

Mask Works