

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8158204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
HOLO SURGICAL INC.	08/11/2023

## RECEIVING PARTY DATA

Name:	AUGMEDICS, INC.
Street Address:	21 S. EVERGREEN AVE.
Internal Address:	STE 230
City:	ARLINGTON HEIGHTS
State/Country:	ILLINOIS
Postal Code:	60005

## PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	16059061
Application Number:	16842793
Application Number:	17145178
Application Number:	16154747
Application Number:	17403010
Application Number:	16186549
Application Number:	16217073
Application Number:	17698779
Application Number:	16101459
Application Number:	16236663
Application Number:	16537645
Application Number:	17681963
Application Number:	16677707
Application Number:	17708907
Application Number:	16833750
Application Number:	16897315
Application Number:	63312678
Application Number:	18322061
Application Number:	18298235

PATENT

REEL: 064851 FRAME: 0521

Property Type	Number
Application Number:	18301618
Application Number:	18062306
Application Number:	18300986

## CORRESPONDENCE DATA

Fax Number: (949)760-9502

***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.***

Phone: 9497600404

Email: efiling@knobbe.com

Correspondent Name: KNOBBE, MARTENS, OLSON & BEAR, LLP

Address Line 1: 2040 MAIN ST.

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	AUGH.000GEN
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NAME OF SUBMITTER:	MICHAEL R. CHRISTENSEN
SIGNATURE:	/Michael R. Christensen/
DATE SIGNED:	09/08/2023

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with all Exhibits attached hereto, this “Agreement”) is executed as of August 11, 2023 by Surgalign Spine Technologies, Inc., a Delaware corporation, Holo Surgical Inc., a Delaware corporation and HoloSurgical Technology Inc., a Delaware corporation (each, an “Assignor”, and together, the “Assignors”), on one hand, and Augmedics, Inc., a Delaware corporation (“Assignee”), on the other hand. Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties. Capitalized terms used herein but not defined in this Agreement shall have the meanings given to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, the Assignors and the Assignee are party to that certain Asset Purchase Agreement, dated as of August 8, 2023 (as may be amended, supplemented, or otherwise modified in accordance with its terms, the “Purchase Agreement”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignors to Assignee of the Purchased Assets, and assignment and delegation from Assignors to Assignee of all of the Assumed Liabilities;

**WHEREAS**, the Purchased Assets include all Intellectual Property and Intellectual Property Rights, including but not limited to the Intellectual Property and Intellectual Property Rights set forth on Schedule 2.1(a) of the Disclosure Schedules to the Purchase Agreement and other patent applications primarily relating to the Business pending as of the later of July 26, 2023 or the Closing Date to which the Sellers have rights, as well as any applications claiming priority to or from the above-referenced patents and patent applications (including but not limited to continuations, divisions, continuation-in-part applications, and substitutions); corresponding foreign patents and applications; and any patents issuing on pending applications, including reissues, reexaminations and extensions; all rights of priority; and all claims for damages and remedies for past and future violations of the foregoing intellectual property rights, including the right to sue for, collect, and retain damages for past infringement of the foregoing intellectual property rights, but in each case excluding (i) any Retained Business Marks, (ii) any other assets set forth on Schedule 2.2 of the Disclosure Schedules to the Purchase Agreement, (iii) claims contemplated by Section 2.2(h) of the Purchase Agreement, and (iv) any Purchaser Released Claims (collectively, the “Acquired Intellectual Property”);

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement, Assignors have agreed to sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignors, all of Assignors’ right, title, and interest in and to the Acquired Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the Parties hereby agree as follows:

## ASSIGNMENT AND ASSUMPTION

1.1 Conveyance. Pursuant to the terms set forth in the Purchase Agreement and the Sale Approval Order, and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which Assignors and Assignee hereby acknowledge, Assignors hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee acquires and accepts, effective as of the Closing, all of Assignors' rights, titles and interests in, to and under the Acquired Intellectual Property free and clear of all Encumbrances, as provided in the Purchase Agreement, but excluding any potential or actual Claims arising prior to the Closing Date against any member of the Parent Group, any Person operating the Hardware Business, the Machine Shop Assets or the Retained Business, or any Claims arising from the operation of the Hardware Business, the Machine Shop Business or the Retained Business.

1.2 Intent-to-Use Trademarks. Assignee is the successor-in-interest to the existing Business of Assignors, or that portion of the Business to which any intent to use trademark pertains, as required by Section 10 of the Trademark Act, 15. U.S.C. §1060.

1.3 Excluded Assets. Assignors do not, and in no event shall Assignors be deemed to, sell, transfer, assign, convey or deliver, and Assignors hereby retain, (a) all of the entire right, title and interest to, in and under the Excluded Assets, as provided in Section 2.2 of the Purchase Agreement, (b) the Retained Business Marks and (c) any potential or actual Claims arising prior to the Closing Date against any member of the Parent Group, any Person operating the Hardware Business, the Machine Shop Assets or the Retained Business or any Claims arising from the operation of the Hardware Business, the Machine Shop Assets or the Retained Business.

1.4 Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. The delivery of this Agreement shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of Assignors or Assignee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants, terms and provisions contained in the Purchase Agreement shall not be merged with or into this Agreement but shall survive the execution and delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control.

1.5 Further Assurances. The terms set forth in Sections 5.3 (Further Assurances; Accounts) of the Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to "this Agreement" shall mean and refer to this Agreement, any and all references to "Seller" shall mean and refer to Assignors and any and all references to "Purchaser" shall mean and refer to Assignee. Assignors shall cooperate with and assist Assignee with any efforts to perfect, maintain, enforce and defend Assignee's rights in the Acquired Intellectual Property. Assignee agrees to reimburse Assignors for reasonable, documented expenses associated with such cooperation and assistance. Assignors agree not to make any statements or take any action that might disparage or impair the Acquired Intellectual Property.

With respect to enforcement and defense, Assignors further agree to sign documents, be deposed, and join as a party to the extent reasonably able to do so.

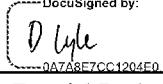
1.6 Miscellaneous. The terms set forth in Section 7.6 (Governing Law; Jurisdiction; Waiver of Jury), Section 7.7 (Entire Agreement; Interpretation), Section 7.8 (Notices), Section 7.9 (Counterparts), Section 7.12 (Amendment), Section 7.13 (No Agency), Section 7.15 (Severability) and Section 7.17 (Binding Effect; Third Party Beneficiaries; Assignment) of the Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, Assignors and Assignee have executed this Intellectual Property Assignment Agreement to be effective as of the Closing.

**ASSIGNORS:**

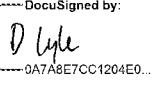
**SURGALIGN SPINE TECHNOLOGIES, INC.**

By:   
Name: David Lyle  
Title: Chief Financial Officer

**HOLO SURGICAL INC.**

By:   
Name: David Lyle  
Title: Chief Financial Officer

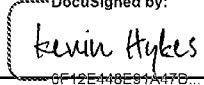
**HOLOSURGICAL TECHNOLOGY  
INC.**

By:   
Name: David Lyle  
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Assignment Agreement]*

**ASSIGNEE:**

**AUGMEDICS, INC.**

By:   
Name: **Kevin Hykes**  
Title: **CEO**

**SCHEDULE 2.1(a)**

Patents and Patent Applications

Publication Number	Title	Country	App. Date	App. Number	Issue Date	Status	Simple Family
1 EP3445048A1	A graphical user interface for a surgical navigation system for providing an augmented reality image during operation	EPO	2017-08-15	EP2017186307	-	Examining	EP3443924A1   EP3445048A1   US10646285B2   US11278359B2   US11395705B2   US11622838B2   US20190053855A1   US20190142539A1   US20190173285A1   US20200229877A1   US20210267698A1   US20220346895A1
2 EP3443923A1	Surgical navigation system for providing an augmented reality image during operation	EPO	2017-08-15	EP2017186306	2023-04-19	Granted	EP3443923A1   EP3443923A1   US20190053855A1
3 DE60201706779012	CHIRURGISCHES NAVIGATIONSSYSTEM ZUR BERESTSTELLUNG EINES ERWEITERTEN REALITÄTSBILDES WÄHREND DES BETRIEBS	Germany	2017-08-15	DE602017067790	2023-04-19	Granted	DE602017067790T2
4 EP3470006B1	Automated segmentation of three dimensional bony structure images	EPO	2017-10-10	EP2017195826	2020-06-10	Granted	EP3470006A1   EP3470006B1   US11090019B2   US20190105009A1   US20210369225A1
5 DE60201701791512	AUTOMATISCHE SEGMENTIERUNG VON DREIDIMENSIONALEN KNOCHENSTRUKTUREN	Germany	2017-10-10	DE602017017915	2020-06-10	Granted	DE602017017915T2
6 EP3443888A1	A graphical user interface for displaying automatically segmented individual parts of anatomy in a surgical navigation system	EPO	2017-11-11	EP2017201224	-	Examining	EP3443888A1
7 EP3443924A1	A graphical user interface for use in a surgical navigation system with a robot arm	EPO	2017-12-12	EP2017206558	-	Examining	EP3443924A1   EP3445048A1   US10646285B2   US11278359B2   US11395705B2   US11622838B2   US20190053855A1   US20190142519A1   US20190173285A1   US20200229877A1   US20210267698A1   US20220346895A1
EP3509013A1	Identification of a predefined object in a set of images from a medical image scanner during a surgical procedure	EPO	2018-01-04	EP2018150376	-	Examining	EP3509013A1   US20190201106A1
US10646285B2	Graphical user interface for a surgical navigation system and method for providing an augmented reality image during operation	United States	2018-08-09	US16/059061	2020-05-12	Granted	EP3443924A1   EP3445048A1   US10646285B2   US11278359B2   US11395705B2   US11622838B2   US20190053855A1   US20190142519A1   US20190173285A1   US20200229877A1   US20210267698A1   US20220346895A1
EP3608870A1	Computer assisted identification of appropriate anatomical structure for medical device placement during a surgical procedure	EPO	2018-08-10	EP2018188557	-	Examining	EP3608870A1   US11263772B2   US20200051274A1   US20220331410A1

11	US20190053851A1	Surgical navigation system and method for providing an augmented reality image during operation	United States	2018-08-12	US16/101459	-	Examining	EP3443923A1   EP3443923B1   US20190053851A1
12	US11090019B2	Automated segmentation of three dimensional bony structure images	United States	2018-10-09	US16/154747	2021-08-17	Granted	EP3470005A1   EP3470005B1   US11090019B2   US20190105009A1   US20210369226A1
13	EP3651116B1	Autonomous segmentation of three-dimensional nervous system structures from medical images	EPO	2018-11-08	EP2018205207	2022-04-06	Granted	EP3651116A1   EP3651116B1   EP4095797A1   EP4095797B1   US2020151507A1   US20220245400A1
14	DE60201803328212	AUTONOME SEGMENTIERUNG VON DREIDIMENSIONALEN NERVENSYSTEMSTRUKTUREN AUS MEDIZINISCHEN BILDERN	Germany	2018-11-08	DE602018033282	2022-04-06	Granted	DE60201803328212
15	IT20220304303012	SEGMENTAZIONE AUTONOMA DI STRUTTURE TRIDIMENSIONALI DEL SISTEMA NERVOSO DA IMMAGINI MEDICHE	Italy	2018-11-08	IT502022030043030	2022-04-06	Granted	IT20220304303012
16	ES2919428T3	Segmentación autónoma de estructuras tridimensionales del sistema nervioso a partir de imágenes médicas	Spain	2018-11-08	ES2018205207T	2022-07-26	Granted	EP3651116A1   EP3651116B1   EP4095797A1   EP4095797B1   US2020151507A1   US20220245400A1
17	EP4095797A1	Autonomous segmentation of three-dimensional nervous system structures from medical images	EPO	2018-11-08	EP2022166605	-	Published	EP3651116A1   EP3651116B1   EP4095797A1   EP4095797B1   US2020151507A1   US20220245400A1
18	US11622818B2	Graphical user interface for displaying automatically segmented individual parts of anatomy in a surgical navigation system	United States	2018-11-11	US16/186549	2023-04-11	Granted	EP3443924A1   EP3445048A1   US10646285B2   US1127835B2   US11395705B2   US11622838B2   US20190033855A1   US20190142519A1   US20200229B77A1   US20210267698A1   US20220346889A1
	EP3498212A1	A method for patient registration, calibration, and real-time augmented reality image display during surgery	EPO	2018-12-12	EP2018211806	-	Examining	EP3498212A1   US20190192230A1
	US20190192230A1	Method for patient registration, calibration, and real-time augmented reality image display during surgery	United States	2018-12-12	US16/217061	-	Examining	EP3498212A1   US20190192230A1
	US11278359B2	Graphical user interface for use in a surgical navigation system with a robot arm	United States	2018-12-12	US16/217073	2022-03-22	Granted	EP3443924A1   EP3445048A1   US10646285B2   US1127835B2   US11395705B2   US11622838B2   US20190033855A1   US20190142519A1   US20200175785A1   US20220346889A1   US20210267698A1   US20220346889A1

22	US20190201106A1	Identification and tracking of a predefined object in a set of images from a medical image scanner during a surgical procedure	United States	2018-12-31	US16/236663	-	Examining	EP3509013A1   US20190201106A1
23	EP326466A1	Autonomous level identification of anatomical bony structures on 3D medical imagery	EPO	2019-04-15	EP2019169136	-	Published	EP3726466A1   US20200327721A1
24	EP3751516A1	Autonomous multidimensional segmentation of anatomical structures on three-dimensional medical imaging	EPO	2019-05-11	EP2019179411	-	Examining	EP3751516A1   US20200410687A1
25	US11263772B2	Computer assisted identification of appropriate anatomical structure for medical device placement during a surgical procedure	United States	2019-08-12	US16/537645	2022-03-01	Granted	EP3608870A1   US11263772B2   US2020051274A1   US20220351410A1
26	US20200151507A1	Autonomous segmentation of three-dimensional nervous system structures from medical images	United States	2019-11-08	US16/677707	-	Examining	EP3651116A1   EP3651116B1   EP4095797A1   US2020151507A1   US202020245400A1
27	US20200327721A1	Autonomous level identification of anatomical bony structures on 3D medical imagery	United States	2020-03-30	US16/833750	-	Examining	EP3726466A1   US20200327721A1
29	US20200410687A1	Autonomous multidimensional segmentation of anatomical structures on three-dimensional medical imaging	United States	2020-06-10	US16/897315	-	Examining	EP3751516A1   US20200410687A1
30	US11395705B2	Graphical user interface for a surgical navigation system and method for providing an augmented reality image during operation	United States	2021-01-08	US17/145178	2022-07-26	Examining	EP3443924A1   EP3445048A1   US10646285B2   US11278359B2   US11395705B2   US11622838B2   US20190053855A1   US20190142519A1   US20190175285A1   US2020022987A1   US20210267698A1   US20220346889A1
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								EP3443924A1   EP3445048A1   US10646285B2   US11278359B2   US11395705B2   US11622838B2   US20190053855A1   US20190142519A1   US20190175285A1   US2020022987A1   US20210267698A1   US20220346889A1
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34	US2020245400A1	Autonomous segmentation of three-dimensional nervous system structures from medical images	United States	2022-03-30	US17/708907	-	Examining	EP3651116A1   EP3651116B1   EP4095797A1   EP4095797B1   US20200151507A1   US20200151507B1   ES2919428T3   US20200151507A1   JS20220245400A1
35	WO202232685A1	Graphical user interface for a surgical navigation system	WIPO	2022-05-02	PCT/US2022/027264	-	PCT publication	US63182753P0   WO202232685A1
36	WO202241121A1	Systems, devices, and methods for segmentation of anatomical image data	WIPO	2022-05-12	PCT/US2022/029030	-	PCT publication	US63187777P0   WO202241121A1
37	WO2023064957A1	Systems, devices, and methods for level identification of three-dimensional anatomical images	WIPO	2022-10-17	PCT/US2022/073225	-	PCT publication	US63256306P0   WO2023064957A1

Also any applications claiming priority to or from the above-referenced patents and patent applications (including but not limited to continuations, divisions, continuation-in-part applications, and substitutions); corresponding foreign patents and applications; and any patents issuing on pending applications, including reissues, reexaminations and extensions; and all rights of priority. Seller shall assign all claims for past damages and remedies for past violations of rights, including the right to sue for, collect, and retain damages for past infringement.

38	Quantitative anatomic data structured to prevent visually obvious results to human reader	United States	2023-03-15	18/184,573	-	Pending	
39	Quantitative anatomic data structured to prevent visually obvious results to human reader	United States	2023-04-19	63/497,196	-	Pending	
	) Systems, Devices, and Methods for Aneurysm Detection	United States	2023-04-19	63/497/177	-	Pending	

## ADDENDUM TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Addendum to the attached Intellectual Property Assignment Agreement dated August 11, 2023 between Assignors and Assignee memorializes and confirms that the following patent applications and patents, as well as the applications and patents listed in the Simple Family Column of Schedule 2.1(a) of the Purchase Agreement referenced in the Intellectual Property Assignment Agreement, were Acquired Intellectual Property (and assigned to Assignee) and were subject to and remain subject to the Intellectual Property Assignment Agreement, which remains otherwise unmodified.

Matter No.	Title	Application Number/ Filing Date	Patent Number/ Issue Date	Status	Jurisdiction	Category Description
341643-2033	SYSTEMS, DEVICES, AND METHODS FOR SPINE ANALYSIS	63/312,678 2/22/2022		Expired	United States of America	Provisional
341643-2059	SYSTEMS, DEVICES, AND METHODS FOR SPINE ANALYSIS	PCT/US2023/063053 2/22/2023		Pending	Patent Cooperation Treaty	Patent Cooperation Treaty
341643-2034	SYSTEMS, DEVICES, AND METHODS FOR SPINAL CAGE PLACEMENT	63/298,447 1/11/2022		Expired	United States of America	Provisional
341643-2058	SYSTEMS, DEVICES, AND METHODS FOR SPINAL CAGE PLACEMENT	18/095,617 1/11/2023		Pending	United States of America	Non-Provisional from Provisional
341643-2068	SURGICAL NAVIGATION SYSTEM FOR PROVIDING AN AUGMENTED REALITY IMAGE DURING OPERATION	17186306.1 8/15/2017	3443923 4/19/2023	Issued	Spain	EPO Validation
341643-2069	SURGICAL NAVIGATION SYSTEM FOR PROVIDING AN AUGMENTED REALITY IMAGE DURING OPERATION	17186306.1 8/15/2017	3443923 4/19/2023	Issued	France	EPO Validation
341643-2070	SURGICAL NAVIGATION SYSTEM FOR PROVIDING AN AUGMENTED REALITY IMAGE DURING OPERATION	17186306.1 8/15/2017	3443923 4/19/2023	Issued	United Kingdom	EPO Validation
341643-2071	SURGICAL NAVIGATION SYSTEM FOR PROVIDING AN AUGMENTED REALITY IMAGE DURING OPERATION	17186306.1 8/15/2017		Issued	Italy	EPO Validation
341643-2060	A SURGICAL NAVIGATION SYSTEM AND METHOD FOR PROVIDING AN AUGMENTED REALITY IMAGE DURING OPERATION	23168355.8 8/15/2017		Pending	European Patent Office	Divisional
341643-2008	AUTOMATED SEGMENTATION OF THREE DIMENSIONAL BONY STRUCTURE IMAGES	17195826.7 10/10/2017	3470006 6/10/2020	Issued	France	EPO Validation

Matter No.	Title	Application Number/ Filing Date	Patent Number/ Issue Date	Status	Jurisdiction	Category Description
341643-2009	AUTOMATED SEGMENTATION OF THREE DIMENSIONAL BONY STRUCTURE IMAGES	17195826.7 10/10/2017	3470006 6/10/2020	Issued	United Kingdom	EPO Validation
341643-2054	A GRAPHICAL USER INTERFACE FOR A SURGICAL NAVIGATION SYSTEM AND METHOD FOR PROVIDING AN AUGMENTED REALITY IMAGE DURING OPERATION	18/322,061 5/23/2023		Pending	United States of America	Continuation
341643-2062	GRAPHICAL USER INTERFACE FOR DISPLAYING AUTOMATICALLY SEGMENTED INDIVIDUAL PARTS OF ANATOMY IN A SURGICAL NAVIGATION SYSTEM	18/298,235 4/10/2023		Pending	United States of America	Continuation
341643-2015	A METHOD FOR PATIENT REGISTRATION, CALIBRATION, AND REAL-TIME AGUMENTED REALITY IMAGE DISPLAY DURING SURGERY	17206557.5 12/12/2017		Withdrawn	European Patent Office	National
341643-2066	IDENTIFICATION AND TRACKING OF A PREDEFINED OBJECT IN A SET OF IMAGES FROM A MEDICAL IMAGE SCANNER DURING A SURGICAL PROCEDURE	18/301,618 4/17/2023		Pending	United States of America	Continuation
341643-2050	AUTONOMOUS SEGMENTATION OF THREE-DIMENSIONAL NERVOUS SYSTEM STRUCTURES FROM MEDICAL IMAGES	18205207.6 11/8/2018	3651116 4/6/2022	Issued	France	EPO Validation
341643-2051	AUTONOMOUS SEGMENTATION OF THREE-DIMENSIONAL NERVOUS SYSTEM STRUCTURES FROM MEDICAL IMAGES	18205207.6 11/8/2018	3651116 4/6/2022	Issued	United Kingdom	EPO Validation
341643-2040	AUTONOMOUS LEVEL IDENTIFICATION OF ANATOMICAL BONY STRUCTURES ON 3D MEDICAL IMAGERY	18/062,306 12/6/2022		Pending	United States of America	Continuation
341643-2061	AUTONOMOUS MULTIDIMENSIONAL SEGMENTATION OF ANATOMICAL STRUCTURES ON THREE-DIMENSIONAL MEDICAL IMAGING	18/300,986 4/14/2023		Pending	United States of America	Continuation

All patents and patent application otherwise subject to the assignment may not be expressly listed.

In witness whereof, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date set forth above.

**ASSIGNORS**

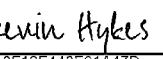
By:/  /

Electronically signed by: Terry Rich  
Reason: I am the approver of the document  
Date: Sep 7, 2023 09:55 PDT

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Title: President & CEO

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By:/  /

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