

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRANSENERIX SURGICAL, INC.	FORMERLY TRANSENERIX, INC.	05/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INNOVATUS LIFE SCIENCES LENDING FUND I, LP, AS COLLATERAL AGENT		
<b>Street Address:</b>	777 THIRD AVENUE, 25TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3874143	TRANSENERIX	
<b>Registration Number:</b>	3832779	ADVANCING SURGERY THROUGH INNOVATION	
<b>Registration Number:</b>	3941683		
<b>Registration Number:</b>	3860282	TRANSENERIX	
<b>Registration Number:</b>	3872639	TRANSENERIX	
<b>Serial Number:</b>	86953495	SENHANCE	
<b>Serial Number:</b>	86946803	SPIDER	
<b>Serial Number:</b>	87171164	S	
<b>Serial Number:</b>	87182841	SURGIBOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		

CH \$240.00 3874143

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	330829-101 Transenterix
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	05/23/2017

**Total Attachments: 12**

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## 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 SURGICAL, INC., a Delaware corporation (formerly known as Transenterix, 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.

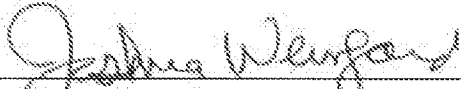
GRANTOR:

Address of Grantor:

635 Davis Drive, Suite 300  
Morrisville, NC 27560

Attn: Joshua Weingard

TRANSENERIX SURGICAL, INC.

By: 

Title: Chief Legal Officer and Secretary

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: \_\_\_\_\_

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: \_\_\_\_\_

TRANSENERIX SURGICAL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

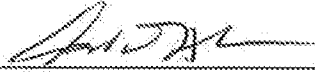
COLLATERAL AGENT:

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 S. Summary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 006067 FRAME: 0294

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

N/A

EXHIBIT B

Patents

PATENTS AND PATENT APPLICATIONS OWNED BY TRANSETERIX SURGICAL, INC.		
Reference No.	Title	Patent No./App. Serial No./Filing Date
TRX-210	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>U.S. Patent 7,833,156</b> U.S. Regular 11/789,381  April 24, 2007
TRX-210AUS	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>AU2007243484B2</b> Australian 2007000243484  April 24, 2007
TRX-210EPC	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>EP2012650</b> European 07755964.9  April 24, 2007
TRX-210DE	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>DE602007047185.0</b> (Validation of EP2012650) European 07755964.9  April 24, 2007
TRX-210FR	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>FR2012650B1</b> (Validation of EP2012650) European 07755964.9  April 24, 2007
TRX-210GB	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>GB2012650B1</b> (Validation of EP2012650) European 07755964.9  April 24, 2007
TRX-210JPN	PROCEDURAL CANNULA AND SUPPORT SYSTEM FOR SURGICAL PROCEDURES USING NATURAL ORIFICE ACCESS	<b>JP5256194B2</b> Japanese 2009-507760  April 24, 2007
TRX-910	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT	<b>U.S. Patent 8,518,024</b> U.S. Regular 11/804,063  May 17, 2007
TRX-920	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT	<b>U.S. Patent 8,919,348</b> U.S. Regular 13/007,974  January 17, 2011

PATENTS AND PATENT APPLICATIONS  
OWNED BY TRANSENERIX SURGICAL, INC.

Reference No.	Title	Patent No./App. Serial No./Filing Date
TRX-930	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT	U.S. Regular 14/578,438 December 21, 2014
TRX-910AUS	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT	<b>Australian 2007254247</b> 2007254247 May 17, 2007
TRX-910CAN	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT	<b>Canadian 2,652,548</b> 2,652,548 May 17, 2007
TRX-910EPC	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT.	<b>EP2023793B1</b> European 07794964.2 May 17, 2007
TRX-910DE	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT.	<b>DE602007043995.7</b> (Validation of EP2023793B1) European 07794964.2 May 17, 2007
TRX-910FR	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT.	<b>FR2023793</b> (Validation of EP2023793B1) European 07794964.2 May 17, 2007
TRX-910GB	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT.	<b>GB2023793</b> (Validation of EP2023793B1) European 07794964.2 May 17, 2007
TRX-910IT	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT.	<b>IT2023793</b> (Validation of EP2023793B1) European 07794964.2 May 17, 2007
TRX-910JPN	SYSTEM AND METHOD FOR MULTI-INSTRUMENT SURGICAL ACCESS USING A SINGLE ACCESS PORT.	<b>JP5256194B2</b> Japanese 2009-511061 May 17, 2007
TRX-3730	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	<b>US 9,333,040</b> U.S. Regular 13/759,036 February 4, 2013
TRX-3730BR	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	Brazil 11 2014 019193 0 PCT/US13/24679 February 4, 2013



PATENTS AND PATENT APPLICATIONS  
OWNED BY TRANSETERIX SURGICAL, INC.

Reference No.	Title	Patent No./App. Serial No./Filing Date
TRX-3730EP	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	Europe 1374618.4 PCT/US13/24679 February 4, 2013
TRX-3730JP	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	Japanese National Phase PCT/US13/24679 February 4, 2013
TRX-3730KR	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	Korea 10-2014-702442 PCT/US13/24679 February 4, 2013
TRX-3740	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	<b>U.S. Patent 9,345,545</b> U.S. Regular 13/939,227 July 11, 2013
TRX-3750	MECHANIZED MULTI-INSTRUMENT SURGICAL SYSTEM	<b>U.S. Patent 9,603,672</b> U.S. Regular 13/939,229 July 11, 2013
TRX-3760	INSTRUMENTS FOR MECHANIZED SURGICAL SYSTEM	U.S. Regular 14/197,557 March 5, 2014
TRX-3770	PATIENT-SIDE MECHANIZED SURGICAL SYSTEM	U.S Regular 15/439,915 February 22, 2015
TRX-1120	SURGICAL SNARE WITH ELECTROSURGICAL TIP AND METHOD OF USE	U.S. Patent 8,246,617 U.S. Regular 12/469,071 May 20, 2009
TRX-2520EP	DEFLECTABLE INSTRUMENT ACCESS DEVICES	European 10805081.6 PCT/US10/043799 July 29, 2010
TRX-2520JP	DEFLECTABLE INSTRUMENT ACCESS DEVICES	JP5730873 Japanese 2012-523063 PCT/US10/043799 July 29, 2010
TRX-5410	THREE-DIMENSIONAL TRACKING SYSTEM FOR MECHANIZED SURGICAL SYSTEM	U.S. Regular 14/723,441 May 27, 2015
TRX-5710	SURGEON PRESENCE DETECTION	U.S. Regular 14/723,430 May 27, 2015
TRX-6110	ACTIVELY BENDABLE SHAFTS FOR SURGICAL LUMEN DEVICES OR INSTRUMENTS	U.S. Regular 15/003,656 January 16, 2016
TRX-6210	ELECTROMECHANICAL SURGICAL SYSTEM	U.S. Regular 15/483,179 April 10, 2017
TRX-6220	ELECTROMECHANICAL SURGICAL SYSTEM AND METHOD OF USE	U.S. Regular 15/499,817 April 27 2017

PATENTS AND PATENT APPLICATIONS  
OWNED BY TRANSENERIX SURGICAL, INC.

Reference No.	Title	Patent No./App. Serial No./Filing Date
TRX-6210EP	ELECTROMECHANICAL SURGICAL SYSTEM	Nat. Phase of PCT/US15/55098 Filing Date: 12 Oct 2015
TRX-6210CN	ELECTROMECHANICAL SURGICAL SYSTEM	Nat. Phase of PCT/US15/55098 Filing Date: 12 Oct 2015
TRX-6210KR	ELECTROMECHANICAL SURGICAL SYSTEM	Nat. Phase of PCT/US15/55098 Filing Date: 12 Oct 2015
TRX-6320PCT	ELECTROMECHANICAL SURGICAL SYSTEM INCLUDING [REDACTED]	PCT/US17/27818 Apr 14, 2017
TRX-6320	ELECTROMECHANICAL SURGICAL SYSTEM INCLUDING [REDACTED]	U.S. Regular 15/499,695 April 27, 2017
TRX-6710	ELECTROSURGICAL INSTRUMENTS AND METHODS	U.S. Regular 15/212,140 July 15, 2016
TRX-6810	APPARATUS AND METHOD FOR [REDACTED]	U.S. Regular 15/212,150 July 15, 2016
TRX-7210	[REDACTED]	U.S. Regular 15/212,155 July 15, 2016
TRX-7710	[REDACTED]	U.S. Regular 15/212,160 July 15, 2016
TRX-8210	DRAPING SYSTEM FOR ELECTROMECHANICAL SURGICAL SYSTEM	U.S. Regular 15/212,157 July 15, 2016
TRX-8410	[REDACTED]	U.S. Regular 15/212,187 July 15, 2016
TRX-9810PCT	FORCE ESTIMATION USING [REDACTED]	PCT/US17/15691 January 30, 2017
TRX-9910	SYSTEMS AND METHODS OF CONTROLLING SURGICAL ROBOTIC SYSTEM [REDACTED]	U.S. Regular 15/437,456 February 21, 2017
TRX-10010	SURGEON INTERFACES FOR ROBOTIC SURGICAL SYSTEMS	U.S. Regular 15/437,457 February 21, 2017
TRX-10110	SYSTEMS AND METHODS [REDACTED] ROBOTIC SURGICAL SYSTEMS	U.S. Regular 15/438,690 February 21, 2017
TRX-10210	SURGEON INTERFACES USING [REDACTED]	U.S. Regular 15/437,458 February 21, 2017
TRX-10900	[REDACTED]PLATFORM	U.S. Provisional 62/401,143 September 28, 2016
TRX-10910	[REDACTED]PLATFORM	U.S. Provisional 62/491,432 April 28, 2017
TRX-11600A	[REDACTED]	U.S. Provisional 62/452,953 January 31, 2017
TRX-11600B	[REDACTED]	U.S. Provisional 62/452,950 January 31, 2017
TRX-11700	[REDACTED]	U.S. Provisional 62/470,110 March 10, 2017

PATENTS AND PATENT APPLICATIONS  
OWNED BY TRANSENERIX SURGICAL, INC.

Reference No.	Title	Patent No./App. Serial No./Filing Date
TRX-11800	COMMUNICATION OF [REDACTED]IN A SURGICAL ROBOTIC PLATFORM	U.S. Provisional 62/470,120 March 10, 2017
TRX-11900	INSTRUMENT FOR [REDACTED]	U.S. Provisional 62/470,125 March 10, 2017
TRX-12300	[REDACTED]ROBOTIC SYSTEM USING [REDACTED]	U.S. Provisional 62/470,125 March 10, 2017

EXHIBIT C

Trademarks

TRANSENERIX SURGICAL, INC. TRADEMARKS				
FILE #	TITLE	COUNTRY	STATUS	REGISTRATION/ APPLICATION NUMBER
070453-00066	SENHANCE	United Arab Emirates	Pending	260347
070453-00062	SENHANCE	Australia	Pending	1779153
070453-00085	SENHANCE (logo design)	Australia	Pending	1829679
070453-00065	SENHANCE (009)	Brazil	Published	911302964
070453-00073	SENHANCE (010)	Brazil	Published	911302913
070453-00074	SENHANCE (042)	Brazil	Published	911302980
070453-00086	SENHANCE - logo design (009)	Brazil	Pending	912409800
070453-00053	TRANSENERIX	China	Registered	17263223
070453-00063	SENHANCE (009)	China	Pending	20902109
070453-00077	SENHANCE (010)	China	Pending	20902110
070453-00078	SENHANCE (042)	China	Pending	20902111
070453-00083	SPIDER	China	Pending	21363623
070453-00087	SENHANCE - logo design (009)	China	Pending	23101534
070453-00091	SURGIBOT (2016 Filing) 009	China	Pending	23297102
070453-00095	SENHANCE -logo design (010)	China	Pending	23101617
070453-00096	SENHANCE -logo design (042)	China	Pending	23101544
070453-00098	SURGIBOT (2016 Filing) 010	China	Pending	23297296
070453-00099	SURGIBOT (2016 Filing) 042	China	Pending	23297113

TRANSENERIX SURGICAL, INC. TRADEMARKS				
FILE #	TITLE	COUNTRY	STATUS	REGISTRATION/ APPLICATION NUMBER
070453-00022	TRANSENERIX	European Union	Registered	008812984
070453-00021	SPIDER	European Union	Registered	008813081
070453-00060	SENHANCE	European Union	Registered	015293582
070453-00088	SENHANCE (logo design)	European Union	Pending	016447831
070453-00045A	SURGIBOT (WIPO-Madrid) (EM)	International Bureau (WIPO)	Registered	
070453-00045AA	SURGIBOT (WIPO-Madrid) (JP)	International Bureau (WIPO)	Registered	
070453-00064	SENHANCE (009)	India	Pending	3305394
070453-00079	SENHANCE (010)	India	Pending	3305395
070453-00080	SENHANCE (042)	India	Pending	3305396
070453-00052	TRANSENERIX	Japan	Allowed	2015-040307
070453-00061	SENHANCE	Japan	Pending	2016-092029
070453-00089	SENHANCE (logo design)	Japan	Pending	2017-032110
070453-00090	SURGIBOT (2016 Filing)	Japan	Pending	2017-038516
070453-00051	SURGIBOT	Republic of Korea	Registered	45-2014-0001534
070453-00072	SENHANCE	Republic of Korea	Pending	45-2016-0006434
070453-00069	SENHANCE	Kuwait	Pending	183651
070453-00070	SENHANCE (009)	Mexico	Registered	1764332
070453-00075	SENHANCE (010)	Mexico	Pending	1764334
070453-00076	SENHANCE (042)	Mexico	Pending	1764335
070453-00067	SENHANCE	Qatar	Pending	108642
070453-00071	SENHANCE	Russian Federation	Pending	2016723405

TRANSENERIX SURGICAL, INC. TRADEMARKS				
FILE #	TITLE	COUNTRY	STATUS	REGISTRATION/ APPLICATION NUMBER
070453-00068	SENHANCE	Saudi Arabia	Pending	1437027925
070453-00010	TRANSENERIX	United States	Registered	3,874,143 77/668,326
070453-00014	ADVANCING SURGERY THROUGH INNOVATION	United States	Registered	3,832,779 77/727,231
070453-00019	SPIDER (Logo Design)	United States	Registered	3,941,683 77/898,909
070453-00024	TRANSENERIX (Logo Design)	United States	Registered	3,860,282 77/949,175
070453-00025	TRANSENERIX (Color Logo Design)	United States	Registered	3,872,639 77/949,209
070453-00045	SURGIBOT (Madrid Parent)	United States	Allowed	85/842,842 (ABANDONED)
070453-00057	SENHANCE	United States	Allowed	86/953,495
070453-00058	SPIDER (2016 Filing)	United States	Published	86/946,803
070453-00081	SENHANCE (logo design)	United States	Pending	87/171,164
070453-00082	SURGIBOT (2016 Filing)	United States	Pending	87/182,841
070453-00097	ROBOTIC MICROLAP	United States	Unfiled	
070453-00049	SURGIBOT (Madrid)	European Union	Registered	A0040866
070453-00050	SURGIBOT (Madrid)	Japan	Registered	A0040966
070453-00093	SENHANCE - logo design (010)	Brazil	Pending	912409762
070453-00094	SENHANCE - logo design (042)	Brazil	Pending	912409827