

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437791

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intuitive Surgical Inc.		01/01/2010	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intuitive Surgical Operations, Inc.		
<b>Street Address:</b>	1020 Kifer Road		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94086		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2628871	DA VINCI	
<b>Registration Number:</b>	2330312	HERMES PENDANT	
<b>Registration Number:</b>	2753900	MICROWRIST	
<b>Registration Number:</b>	3330190	CLEARFIELD	
<b>Registration Number:</b>	3978331	DA VINCI S HD SURGICAL SYSTEM	
<b>Registration Number:</b>	4012695	3D HD	
<b>Registration Number:</b>	3561484	DA VINCI S	
<b>Registration Number:</b>	3854164	DA VINCI SONICPRO	
<b>Registration Number:</b>	2381704	INTUITIVE	
<b>Registration Number:</b>	3957958	DA VINCI SI HD SURGICAL SYSTEM	
<b>Registration Number:</b>	3974964	DA VINCI S HD SURGICAL SYSTEM	
<b>Registration Number:</b>	3684706	3DHD	
<b>Registration Number:</b>	3920223	DVSTAT	
<b>Registration Number:</b>	4230246	DVSTAT DA VINCI SURGERY TECHNICAL ASSIST	
<b>Registration Number:</b>	4179724	DA VINCI CONNECT	
<b>Registration Number:</b>	4370202	SINGLE-SITE	
<b>Registration Number:</b>	4292935	ONSITE	
<b>Registration Number:</b>	4731769	FIREFLY	
<b>Registration Number:</b>	4382443	DA VINCI CONNECT	

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Property Type	Number	Word Mark
Registration Number:	4778063	DA VINCI SI
Registration Number:	4791350	DA VINCI XI
Registration Number:	5232907	DA VINCI SP
Registration Number:	5158707	3DHD
Serial Number:	86964350	INTUITIVE SURGICAL 360 ECOSYSTEM
Serial Number:	86963709	INTUITIVE SURGICAL 360° ECOSYSTEM
Serial Number:	86963694	INTUITIVE SURGICAL ECOSYSTEM
Serial Number:	87181196	ROTO-COLLAR
Serial Number:	87186704	DA VINCI X
Serial Number:	87198489	ENDOWRIST SP
Serial Number:	87198520	ENERGYSHIELD
Serial Number:	87198510	ENTRYGUIDE
Registration Number:	2591824	ENDOWRIST
Registration Number:	2502552	INSITE
Registration Number:	2364862	INTUITIVE SURGICAL
Registration Number:	2643372	TAKING SURGICAL PRECISION AND TECHNIQUE

**CORRESPONDENCE DATA**

Fax Number: 4154343947

*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: 415 774 2953

Email: mkahn@sheppardmullin.com, pmarquez@sheppardmullin.com

Correspondent Name: Michelle D. Kahn, Sheppard Mullin

Address Line 1: Four Embarcadero Center, 17th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	038T-075078
NAME OF SUBMITTER:	Michelle D. Kahn
SIGNATURE:	/MDK/
DATE SIGNED:	08/03/2017

**Total Attachments: 10**

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**INTUITIVE SURGICAL**  
**ASSET CONTRIBUTION AGREEMENT**

THIS ASSET CONTRIBUTION AGREEMENT ("Agreement") is entered into effective as of January 1, 2010 ("Effective Date"), by and between

**Intuitive Surgical, Inc.** ("Intuitive US"), a corporation organized and existing under the laws of the State of Delaware, USA with United States tax employer identification number 77-0416458, and

**Intuitive Surgical Operations, Inc.** ("Intuitive Ops"), a corporation organized and existing under the laws of the State of Delaware, USA with United States tax employer identification number 27-1094206.

(Intuitive US and Intuitive Ops are collectively referred to as the "Parties" and individually referred to as "Party")

**RECITALS**

- A. Intuitive US is the parent company of the Intuitive Surgical corporate group (the "Intuitive Surgical Group").
- B. The Intuitive Surgical Group is engaged in the business of (i) developing, manufacturing, and distributing machines, instruments, and accessories for minimally invasive surgery and any related products or spare parts (the "Products") and (ii) providing installation, maintenance, training and other services relating to the Products (the "Services").
- C. The Intuitive Surgical Group is in the process of restructuring its operations. As part of the restructuring, Intuitive US formed Intuitive Ops as a direct wholly-owned subsidiary of Intuitive US.
- D. In furtherance of the restructuring, Intuitive US wishes to contribute to Intuitive Ops certain Contributed Assets (defined in Section 1.1 below) and have Intuitive Ops assume certain related Contributed Liabilities (defined in Section 1.3 below), and Intuitive Ops wishes to accept such Contributed Assets and assume such Contributed Liabilities, subject to, and in accordance with, the terms of this Agreement. Among other things, the Intuitive Surgical Group would like to increase the likelihood that lawsuits brought against Intuitive Surgical Sarl, a Swiss company, or its contract manufacturer, Intuitive Ops, have to be brought in California rather than in any of the states where Intuitive Surgical products are being sold.
- E. This Agreement is intended to effect the contribution of the Contributed Assets by Intuitive US to Intuitive Ops, and the assumption by Intuitive Ops of the Contributed Liabilities, as of the Effective Date.
- F. The contribution contemplated by this Agreement is intended to constitute an exchange pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

Intuitive US and Intuitive Ops agree as follows:

### **Section 1 – Definitions**

1.1 **Contributed Assets.** For purposes of this Agreement, “Contributed Assets” means the assets, properties and rights of Intuitive US wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent (collectively, “Assets”), including, without limitation, those Assets identified or described in Schedule 1.1 attached hereto, but excluding such Assets that are identified or described as Excluded Assets.

1.2 **Excluded Assets.** For purposes of this Agreement, “Excluded Assets” means the Assets identified or described in Schedule 1.2 attached hereto.

1.3 **Contributed Liabilities.** For purposes of this Agreement, “Contributed Liabilities” means Intuitive US’s debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, and whether or not the same would be required by United States generally accepted accounting principles to be reflected in financial statements or disclosed in the notes thereto (collectively, “Liabilities”), in each case to the extent arising out of or relating to the Contributed Assets, including, without limitation, the Liabilities identified or described in Schedule 1.3 attached hereto, in each case whether such Liabilities arise or accrue prior to, on or after the Effective Date, but excluding such debts, liabilities, guarantees, assurances, commitments and obligations that are identified or described as Excluded Liabilities.

1.4 **Excluded Liabilities.** For purposes of this Agreement, “Excluded Liabilities” means the Liabilities listed or described in Schedule 1.4 attached hereto.

### **Section 2 – Contribution of Assets and Liabilities**

2.1 **Contribution of Assets.** Intuitive US hereby contributes and assigns to Intuitive Ops, and Intuitive Ops hereby receives and accepts from Intuitive US, all of Intuitive US’s right, title and interest in and to the Contributed Assets with effect as of the Effective Date. The Parties acknowledge and agree that the Excluded Assets will be excluded from the transfer of the Contributed Assets hereunder.

2.2 **Assumption of Liabilities.** Intuitive Ops hereby assumes the Contributed Liabilities with effect as of the Effective Date and agrees to pay, perform, satisfy and discharge the Contributed Liabilities in accordance with their respective terms. The Parties acknowledge and agree that the Excluded Liabilities will be excluded from the assumption of the Contributed Liabilities hereunder.

2.3 **Consideration.** The transactions pursuant to Sections 2.1 and 2.2 hereof are effected as a contribution to the capital of Intuitive Ops without the issuance of additional shares.

2.4 **Tax Treatment.** This Agreement is intended to qualify as a tax-free transaction under Section 351 of the Code for United States federal income tax purposes. Accordingly, (i) each Party will report the transactions effected pursuant to Sections 2.1 and 2.2 hereof as tax-free under Section 351 of the Code for United States federal income tax purposes and (ii) neither Party will take any action inconsistent with such treatment.

2.5 Deliveries. In furtherance of the transactions effected pursuant to Sections 2.1 and 2.2, the Parties agree to (i) execute and deliver all instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by Intuitive US to Intuitive Ops of all of Intuitive US's right, title and interest in and to the Contributed Assets, and (ii) such assumptions of contracts and other instruments of assumption as, and to the extent, necessary or convenient to evidence the valid and effective assumption of the Contributed Liabilities by Intuitive Ops. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to some of the Contributed Assets to be transferred from Intuitive US to Intuitive Ops to the extent necessary or convenient to comply with local legal or filing requirements.

2.6 No Representations or Warranties. Intuitive Ops acknowledges and agrees that (i) Intuitive US is not making any representations or warranties, express or implied, with respect to any Asset transferred pursuant to this Agreement or otherwise, (ii) all such Contributed Assets are being transferred on an "as is", "where is" basis, and (iii) Intuitive Ops will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in it good and marketable title to the Contributed Assets, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

2.7 Transfers Not Effected on the Effective Date.

(a) The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Intuitive US and Intuitive Ops will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

(b) Nothing in this Agreement will be deemed to require the transfer or assignment of any Contract or other Asset by Intuitive US to Intuitive Ops to the extent that such transfer or assignment would constitute a material breach of such Contract or cause forfeiture or loss of such Asset; provided, however, that even if such Asset cannot be so transferred or assigned, such Asset will be deemed a Contributed Asset solely for purposes of determining whether any Liability is a Contributed Liability.

(c) If an attempted assignment would be ineffective or would impair Intuitive Ops's rights under any such Asset so that Intuitive Ops would not receive all such rights, then the Parties will use commercially reasonable efforts to provide to, or cause to be provided to, Intuitive Ops, to the extent permitted by law, the rights of any such Asset and take such other actions as may reasonably be requested by the other Party in order to place Intuitive Ops, insofar as reasonably possible, in the same position as if such Asset had been transferred as contemplated hereby. In connection therewith, (i) Intuitive US will promptly pass along to Intuitive Ops when received all benefits derived by Intuitive US with respect to any such Asset, and (ii) Intuitive Ops will pay, perform and discharge on behalf of Intuitive US all of Intuitive US's obligations with respect to any such Asset in a timely manner and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals are obtained or such other required actions have been taken, the transfer of the applicable Asset will be effected in accordance with the terms of this Agreement.

2.8 Mistaken Assignments and Assumptions. From time to time after the Effective Date any Party may discover (i) Assets that, contrary to the intent of this Agreement, by mistake or omission, were transferred to Intuitive Ops or retained by Intuitive US, and/or (ii) Liabilities that, contrary to the intent of

this Agreement, by mistake or omission, were assumed or were not assumed, as the case may be, by Intuitive Ops. The Parties will cooperate in good faith to effect the transfer or re-transfer of such Assets, and/or the assumption or re-assumption of such Liabilities, to or by the appropriate Party, provided that this Section 2.8 will not alter the original intent of the Parties as evidenced by this Agreement with respect to the Assets to be transferred to, or Liabilities to be assumed by, Intuitive Ops. Each Party will reimburse the other or make such financial or other adjustments, if any, necessary to remedy any mistakes or omissions relating to any of the Assets transferred or any Liabilities assumed pursuant to this Section 2.8.

### **Section 3 - Miscellaneous**

3.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, neither Intuitive US nor Intuitive Ops will be obligated to incur any out-of-pocket costs, expenses and fees in connection with its obligations under this Section 3.1, including, without limitation, any attorneys' fees, recording, assignment or other similar fees.

3.2 Governing Law. The laws of the State of California, U.S.A. (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement, and each of the exhibits and schedules hereto and thereto (whether arising in contract, tort, equity or otherwise).

3.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

3.4 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

3.5 Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be constructed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of either Party) other than the Parties.

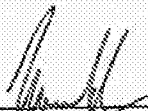
3.6 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns.

3.7 Entire Agreement. This Agreement, together with each of the schedules appended attached hereto, constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

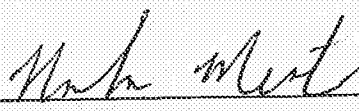
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by a duly authorized representative on the date first set forth above.

INTUITIVE SURGICAL, INC.

By:   
Name: MARK MELTZER  
Title: SE VP & CFO  
Date: 12-31-09

INTUITIVE SURGICAL OPERATIONS, INC.

By:   
Name: MARK MELTZER  
Title: Sr. VP General Counsel  
Date: 12-29-09

Schedule 1.1

Contributed Assets

- (a) All contracts, agreements, leases, licenses, instruments or other commitments (collectively, the "Contracts") entered into on or before the Effective Date to which Intuitive US is a party, other than any contracts which constitute Excluded Assets;
- (b) All tangible personal property (including, but not limited to, machinery, equipment, engineering materials, computers, laboratory and test equipment and apparatus, furniture, furnishings, tools, dies and vehicles) owned by Intuitive US, other than any tangible property which constitutes Excluded Assets;
- (c) All accounts and notes receivable that are payable by direct or indirect subsidiaries of Intuitive US, together with all unpaid interest accrued thereon, if any, as the same exist on the Effective Date, other than any intercompany receivables which constitute Excluded Assets;
- (d) All intellectual property of Intuitive US, including, without limitation, all of Intuitive US's right, title and interest in and to the following: (i) all inventions, patents, and pending applications; (ii) all copyrights, trade secrets, know-how, and any other proprietary rights and intellectual assets, registered and unregistered, that relate to Intuitive US's business, operations, products, and services and all related documentation; and (iii) all global trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered;
- (e) All other intangible property, assets or benefits created by or existing in Intuitive US's business which are owned by Intuitive US and are not specifically identified in this Schedule 1.1 or in Schedule 1.2;
- (f) All books and records to the extent related to the Contributed Assets, including, without limitation, all manuals, data, engineering drawings, notebooks and logbooks, and all original and duplicate copies of the foregoing;
- (g) All policies of insurance and any proceeds or return of premiums thereunder;
- (h) To the extent related to the Contributed Assets, all permits, licenses, consents, approvals, franchises, certificates of inspection or authority, authorizations and orders, and any waiver of the foregoing, issued by any legislative, executive or judicial unit of any governmental entity (foreign, federal, state or local) or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof; and
- (i) All rights, claims or causes of action of Intuitive US against third parties to the extent arising out of the Contributed Assets or the Contributed Liabilities.



Schedule 1.2

Excluded Assets

(a) All contracts, agreements, leases, licenses, sales orders, purchase orders, instruments or other commitments entered into on or before the Effective Date to which Intuitive US is a party related to the sale of Products, the rendering of Services, or the purchase of components or materials (the "Components");

(b) All accounts and notes receivable that are payable by direct or indirect subsidiaries of Intuitive US, together with all unpaid interest accrued thereon, if any, as the same exist on the Effective Date related to spare parts for Products, including, but not limited to, unused, used, repaired, or refurbished spare parts ("FRU");

(c) All amounts owing to Intuitive US under the Global General and Administrative Services Agreement among Intuitive US and its direct and indirect subsidiaries;

(d) All tangible personal property to the extent related to the sale of Products, rendering of Services or FRU;

(e) All real property and interests in real property owned or leased by Intuitive US, including all land, buildings and leasehold improvements of any kind or nature situated thereon, together with all easements, appurtenances, leases, tenancies, options, rights-of-way and other real property rights and interests relating thereto;

(f) All accounts and notes receivable and unbilled revenues to the extent arising from the sale of Products and the rendering of Services by Intuitive US, together with all unpaid interest accrued thereon, if any, as the same exist on the Effective Date;

(g) All cash and cash equivalents (including any marketable securities or certificates of deposit) owned by Intuitive US;

(h) All inventory, wherever located, including Components, work-in-progress and finished goods inventories, supplies and spare parts of Intuitive US;

(i) All books and records to the extent related to the Excluded Assets, including, without limitation, all manuals, data, sales and advertising materials, customer and supplier lists and reports, sales, distribution and purchase correspondence, and all original and duplicate copies of the foregoing;

(j) All deferred and prepaid charges, recoverable deposits, advances, expenses, sums and fees of Intuitive US arising from payments made prior to the Effective Date for Components where such Components have not been received as of the Effective Date;

(k) All equity, joint venture or similar interests held beneficially or of record by Intuitive US in its subsidiaries or other entities;

(l) All rights and interests under any employee benefit or stock compensation plan of Intuitive US as to which Intuitive US has been designated or identified as the plan sponsor;

(m) All customer intangibles, customer lists, installed base, expectations of maintenance renewals, goodwill, going concern value, and any other intangible benefits for the Intuitive Surgical Group created by Intuitive US's business which are owned by Intuitive US;

(n) All pre-paid or deferred corporate tax assets; and

(o) The corporate charter, seal, minute books, stock record books and other similar documents relating to the organization, maintenance and existence of Intuitive US or any of its subsidiaries.

Schedule 1.3

Contributed Liabilities

- (a) All accounts payable and accrued payment obligations of Intuitive US to the extent relating to or arising out of the Contributed Assets;
- (b) All Liabilities relating to or arising under the Contracts that constitute Contributed Assets;
- (c) All Liabilities relating to employee vacation and bonus accruals with respect to employees transferred to Intuitive Ops; and
- (d) All Liabilities relating to or arising out of design defects with respect to any Product.

**Schedule 1.4**

**Excluded Liabilities**

- (a) All obligations with respect to Excluded Assets; and
- (b) All Liabilities relating to or arising out of Services.