

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518327

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900491627

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AquaBeam LLC		03/19/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	PROCEPT BioRobotics Corporation
Street Address:	900 ISLAND DRIVE, SUITE 210
City:	REDWOOD SHORES
State/Country:	CALIFORNIA
Postal Code:	94065
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4846848	THE POWER OF WATER
Registration Number:	4576963	AQUABLADE
Registration Number:	4388608	AQUABLATOR
Registration Number:	4372849	AQUABLATION
Registration Number:	4388385	THE POWER OF WATER AND LIGHT
Registration Number:	4384177	AQUABEAM
Serial Number:	87620689	AQUA-BLADE
Serial Number:	87620738	AQUA-CISION
Serial Number:	87620770	AQUACISION
Serial Number:	87620785	AQUATHETER
Serial Number:	87892222	AQUA

CORRESPONDENCE DATA

Fax Number: 9735972400

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: 9735972500

Email: lstrademark@lowenstein.com

Correspondent Name: Matthew P. Hintz, Esq.

TRADEMARK

Address Line 1: Lowenstein Sandler LLP
Address Line 2: One Lowenstein Drive
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	35659.2
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz, Esq./
DATE SIGNED:	04/10/2019

Total Attachments: 5
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AquaBeam LLC		03/19/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PROCEPT BioRobotics Corporation		
Street Address:	900 ISLAND DRIVE, SUITE 210		
City:	REDWOOD SHORES		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4846848	THE POWER OF WATER	
Registration Number:	4576963	AQUABLADE	
Registration Number:	4388608	AQUABLATOR	
Registration Number:	4372849	AQUABLATION	
Registration Number:	4388385	THE POWER OF WATER AND LIGHT	
Registration Number:	4384177	AQUABEAM	
Serial Number:	87620689	AQUA-BLADE	
Serial Number:	87620738	AQUA-CISION	
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Serial Number:	87620785	AQUATHETER	
Serial Number:	87892222	AQUA	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
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Phone:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		

CH \$290.00 4846848

TRADEMARK

REEL: 006628 FRAME: 0532

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 19 2019, is made by AQUABEAM LLC ("**Assignor**"), a California limited liability company, located at 2995 Woodside Road, Suite 100 Woodside, CA 94062, in favor of PROCEPT BioRobotics Corporation ("**Assignee**"), a California corporation, located at 900 Island Drive, Suite 210, Redwood Shores, CA 94065.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

AQUABEAM LLC

By: _____

Name: Nikolai Aljuri, PhD

Title: Member

Accepted by:

PROCEPT BIROBOTICS CORPORATION

By: _____

Name: Alaleh Nouri

Title: SVP, General Counsel & Secretary

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Registration Number
THE POWER OF WATER	4846848
AQUABLADE	4576963
AQUABLATOR	4388608
AQUABLATION	4372849
THE POWER OF WATER AND LIGHT	4388385
AQUABEAM	4384177

Trademark Applications

Mark	Application Serial Number
AQUA-BLADE	87620689
AQUA-CISION	87620738
AQUACISION	87620770
AQUATHETER	87620785
AQUA	87892222