

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microbot Medical Inc.		11/29/2016	Corporation:
RECEIVING PARTY DATA			
Name:	BOCO Silicon Valley, Inc.		
Street Address:	1060 E Meadow Circle		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4384367	GROUNDBREAKING SCIENCE. BREAKTHROUGH MED	
CORRESPONDENCE DATA			
Fax Number:	2023712540		
<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:	2023712600		
Email:	tm@sternekessler.com		
Correspondent Name:	Tracy-Gene G. Durkin		
Address Line 1:	1100 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	3056.0090000		
NAME OF SUBMITTER:	Ivy Clarice Estoesta		
SIGNATURE:	/Ivy Clarice Estoesta/		
DATE SIGNED:	08/09/2019		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS dated as of November 29, 2016 (this "Assignment") by Microbot Medical Inc. (f/d/b/a StemCells, Inc.), a Delaware corporation ("Assignor"), in favor of BOCO Silicon Valley, Inc., a California corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA (as defined below).

WHEREAS, Assignor, STEM CELL SCIENCES HOLDINGS LIMITED, a private limited company registered in Scotland that is a wholly-owned subsidiary of Assignor ("STEMCELLS Holdings"), STEMCELLS CALIFORNIA, INC., a California corporation that is a wholly-owned subsidiary of STEMCELLS Holdings, and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 11, 2016 (as the same may be amended, the "APA").

WHEREAS, Assignor is the owner of the trademarks and trademark applications identified in Exhibit 1 attached hereto (the "Assigned Marks");

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor desires to sell, transfer, assign and set over unto Assignee all of Assignor's right, title and interest in and to the Assigned Marks, pursuant to the terms of the APA; and

WHEREAS, in accordance with Section 5.5 of the APA, Assignor has agreed to execute and deliver all documents as the Assignee may reasonably request of Assignor to effect the transactions contemplated by the APA, including all instruments of assignment and transfer with respect to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants and agreements contained in the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) the Assigned Marks, whether registered or unregistered, together with all common law rights with respect thereto in the United States and throughout the world, including all registrations thereof, and any renewals and extensions of such registrations, (ii) the goodwill symbolized by and associated with the Assigned Marks, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or injury to the Assigned Marks or such associated goodwill, and (iv) any and all other corresponding rights that have been, or hereafter may be, secured throughout the world with respect to the Assigned Marks. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks.

This Assignment is subject in all respects to the terms and conditions of the APA, which are incorporated herein by reference. This Assignment is given to further evidence

(and give immediate effect to) the transfers and assignments contemplated by the APA upon the terms and conditions specified therein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of any party to the APA set forth therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA will govern.


The provisions of Sections 5.5, 9.3, 9.4 and 9.5 of the APA shall apply to this Assignment as if set forth in full herein.

This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Assignment may be delivered by facsimile or other form of electronic transmission (e.g., pdf), with the same legal force and effect as delivery of an originally signed agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF Assignee has executed this Assignment as an instrument under seal effective as of this 29 day of Nov, 2016.

BOCO SILICON VALLEY, INC.

By: 

Name: Xiangli Zhou

Title: GM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

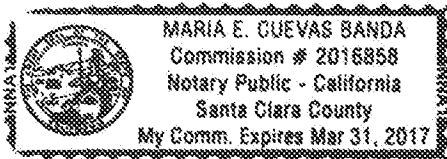
On November 29, 2016 before me, Maria E. Cuevas Banda, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Xiang Li Zhou
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maria E. Cuevas Banda
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Trademarks Document Date: 11/29/2016
Number of Pages: 5 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): GM
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: GM
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

IN WITNESS WHEREOF, Assignor has executed this Assignment as an instrument under seal effective as of this 29 day of November, 2016.

MICROBOT MEDICAL INC.

By: [Signature]

Name: WAREL GADOT

Title: CEO & CHAIRMAN

STATE OF NEW YORK
COUNTY OF NASSAU

On this the 29 day of November, 2016, before me appeared Warel Gadot the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

[Signature]
Notary Public

My commission expires: _____
STEPHEN E. FOX
Notary Public, State of New York
No. 02FO5078047
Qualified in Nassau County
Commission Expires September 27, 2019

(Signature Page to Assignment of Trademarks)

EXHIBIT 1

Trademarks and Trademark Applications

See attached.

StemCells, Inc.

Trademark Docket 13 October 2016

Schlich Ref	Country	Title	Status	App. Date	App. No.	Grant Date	Grant No.	Owners
T8128US	USA	GROUNDBREAKING SCIENCE. BREAKTHROUGH MEDICINE.	Registered	12/22/10	85/203,560	8/13/13	4,384,367	StemCells, Inc.
T8326CN	China	HUCNS-SC	Registered	12/1/05	5035589	7/28/09	5035589	StemCells, Inc.
T8326EM	EPO	HUCNS-SC	Registered	12/1/05	4755311	5/16/07	4755311	StemCells, Inc.
T8326HK	Hong Kong	HUCNS-SC	Registered	12/1/05	300539479	8/8/06	300539479	StemCells, Inc.
T8326JP	Japan	HUCNS-SC	Registered	12/1/05	2005-112764	1/5/07	5015661	StemCells, Inc.
T8326KR (CL1)	Korea, North	HUCNS-SC	Registered	6/4/07	200729837	9/21/07	724596	StemCells, Inc.
T8326KR (CL5)	Korea, North	HUCNS-SC	Registered	1/6/06	2006-774	4/23/08	744568	StemCells, Inc.
T8326SG	Singapore	HUCNS-SC	Registered	12/1/05	T05/24830G	5/8/07	T05/24830G	StemCells, Inc.
T8326TW	Taiwan	HUCNS-SC	Registered	12/5/05	94058830	3/16/07	1254057	StemCells, Inc.
T8326TH (CL1)	Thailand	HUCNS-SC	Registered	12/1/05	611612	12/1/05	278106	StemCells, Inc.
T8326TH (CL5)	Thailand	HUCNS-SC	Registered	8/23/06	636601	10/19/07	269338	StemCells, Inc.
T8326US	USA	HUCNS-SC	Registered	5/31/05	78/640635	9/25/07	3,299,141	StemCells, Inc.

TRADEMARK

REEL: 006716 FRAME: 0981

RECORDED: 08/09/2019