

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564976

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900522378

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSETERIX, INC.		10/30/2019	Corporation:
TRANSETERIX EUROPE, S.A.R.L.		10/30/2019	Société A Responsabilité Limitée: SWITZERLAND

RECEIVING PARTY DATA

Name:	GREAT BELIEF INTERNATIONAL LIMITED
Street Address:	OFFSHORE INCORPORATION CENTRE, ROAD TOWN
Internal Address:	P.O. BOX 957
City:	TORTOLA
State/Country:	VIRGIN ISLANDS, BRITISH
Entity Type:	Company: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5158656	AUTOLAP

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmiyani@transenterix.com
Correspondent Name: Kathleen A. Frost
Address Line 1: 635 Davis Drive
Address Line 2: Suite 300
Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	KATHLEEN A. FROST
SIGNATURE:	/kathleen a frost/
DATE SIGNED:	03/03/2020


Total Attachments: 10

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Assignment of Trademarks

Whereas **TransEnterix Europe S.à.r.l.** is the owner of the following trademarks and trademark registrations

Trademark	Country	Registration Number
AUTOLAP	Israel	266611
AUTOLAP	Europe	13 638 556
AUTOLAP	United States	5158656
	Israel	275819

Whereas, **Great Belief International Limited** is desirous of acquiring said trademark registrations

Now therefore, for good and valuable consideration, **TransEnterix Europe S.à.r.l.** hereby assigns the entire interest in the trademarks and trademark registrations, and the goodwill associated with the trademarks, to **Great Belief International Limited**.

Signature **TransEnterix Europe S.à.r.l.**
Via Serrano Balestra 12
Brixen (Südtirol) (IT)
Switzerland

10 February 2020

DATED 30 OCTOBER 2019

- (1) TRANSENERIX, INC.
- (2) TRANSENERIX EUROPE S. R.L
- (3) GREAT BELIEF INTERNATIONAL LIMITED

ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

CONTENTS

		Page
1	DEFINITIONS AND INTERPRETATION	1
2	EFFECTIVENESS	3
3	ASSIGNMENT	3
4	ASSIGNMENT FEE	3
5	OTHER COSTS	3
6	GENERAL	3
7	GOVERNING LAW AND JURISDICTION	4

THIS AGREEMENT is signed on 30 October 2019 and shall become effective on the Effective Date between the following parties (each a 'Party' and together the 'Parties'):

BETWEEN:

- (1) TransEnterix, Inc., a company incorporated in Delaware, USA, with SEC File No. 000-19437 whose principal executive office is at 635 Davis Drive, Suite 300, Morrisville NC USA 27560 (the "Assignor 1");
- (2) TransEnterix Europe S.à r.l, a Luxembourg limited liability company acting through its Swiss branch, Registration Number B 203267, being established under the name TransEnterix Europe S.à r.l., Bertrange, Swiss Branch, Lugano ("Assignor 2"); and
- (3) Great Belief International Limited, a company incorporated in British Virgin Islands under number 2364378 whose registered office is at P. O. Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (the "Assignee")

Assignor 1 and Assignor 2 are together referred to as the "Assignors" hereunder.

BACKGROUND:

- (A) Assignor 1 and Assignee have entered into that certain Amended and Restated AutoLap System Sale Agreement dated 15 October 2019 (the "Sale Agreement") for the sale of the System (defined below) by Assignor 1 as seller to Assignee as buyer (the "Transaction").
- (B) Assignor 2 is a wholly owned subsidiary of Assignor 1, and owner of certain of the Assigned IPR.
- (C) The Assignors have each agreed to assign, and Assignee has agreed to take an assignment of, the Assigned IPR on the terms and conditions of this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Assigned IPR" means the Intellectual Property Rights included in the System Assets owned by Assignor 1 and/or Assignor 2, including in the Trademarks, System Information and System Software, and with respect to patents means in particular the patents indicated in Schedule 1, as well as any divisionals, continuations, etc. of those patents. For clarity, "Assigned IPR" excludes the Platform Software;

"Effective Date" means the date that all conditions for Closing 2 under clause 6 of the Sale Agreement have been fulfilled;

"Assignment Fee" means the amount specified and payable in the manner set out in clause 4;

"Intellectual Property" means copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, rights in

Rights	software, rights in domain names and social media accounts, the right to sue for passing off, utility models, and all similar rights and, in each case: <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing.
"Platform Software"	means certain software utilized in the System as of the date of the Sale Agreement, and as detailed in Schedule 4 hereto
"System"	means the laparoscope positioning system previously marketed by MST - Medical Surgical Technologies Ltd as the 'AutoLap' System
"System Information"	means all drawings, specifications, procedures, manuals, and other information, know-how and techniques in any form which wholly or partially relate to all or any part of the System design, manufacture, installation, operation, calibration and testing, marketing, or maintenance
"System Software"	means the computer software incorporated into the System, as further described in Schedule 2 (not including the Platform Software, or any third party development tools, such as Microsoft Development Tools)
"Trademarks"	means the trademarks indicated in Schedule 3.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to sub-clauses, clauses or Schedules are to sub-clauses, clauses or Schedules of this Agreement;
- 1.2.3 references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);
- 1.2.4 'including' (or similar words) means including without limitation;

- 1.2.5 references to this Agreement or any specified clause in this Agreement are to this Agreement or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time in accordance with this Agreement;
- 1.2.6 clause headings do not affect their interpretation;
- 1.2.7 references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof;
- 1.2.8 writing includes manuscript, facsimiles, emails, and other legible, permanent forms.

2. **EFFECTIVENESS**

This Agreement is made on and shall take effect from the Effective Date.

3. **ASSIGNMENT**

- 3.1 In consideration for payment of the Assignment Fee, effective on and from the Effective Date, Assignors each assign and transfer to Assignee the Assigned IPR belonging to them absolutely and free of any encumbrances, pledges or liens.
- 3.2 Assignors shall do and execute, or ensure the doing or execution of, all matters, acts, documents, deeds and things Assignee may at any time require to vest the Assigned IPR in Assignee properly or otherwise to perfect Assignee's title to them. Assignors shall cooperate with Assignee to do or procure to be done all acts and things reasonably required to record the transfer of the registered Assigned IPR (being all patents, and trademarks within the Assigned IPR) to Assignee through official filings with the relevant registration authorities. Assignors shall provide proof of its commercially reasonable efforts to complete these filings within 10 Business Days after Closing 2.

4. **ASSIGNMENT FEE**

Assignee agrees to pay to Assignor 1 the consideration payable at Closing 2 under the Sale Agreement (the "Assignment Fee") for the Assigned IPR, in accordance with the terms of the Sale Agreement. Assignor 1 shall pay any amount of the Assignment Fee due at its own expense to Assignor 2 in accordance with the agreement between them.

5. **OTHER COSTS**

- 5.1 Except for the payments specifically agreed in this Agreement, each Party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.
- 5.2 Assignee shall pay all registration fees (including official filing fees and filing agent's costs) payable in respect of the transfer of the Assigned IPR.

6. **GENERAL**


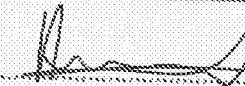
- 6.1 This Agreement shall be binding upon, and inure to the benefit of, each of the Parties, their respective personal representatives and their respective successors in title. Either any Party may assign this Agreement in its entirety to a successor-in-interest of such Party following a sale of substantially all of the Party's assets, a merger, or other consolidation transaction. Any successor shall in its own right be able to enforce any term and shall be bound by all terms and obligations of this Agreement in accordance with its terms as if it were in all respects a party to this Agreement, but until such time, any such successor shall have no rights whether as a third party or otherwise.

- 6.2 Provisions which by their terms or intent are to survive termination of this Agreement will do so.
- 6.3 The Parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.
- 6.4 No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each Party.
- 6.5 If any clause in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the Parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.
- 6.6 Unless otherwise expressly agreed, no delay, act or omission by any Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 6.7 Each Party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.
- 6.8 Notices under this Agreement must be in writing and sent by international courier to the address indicated above.

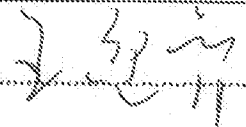
7. GOVERNING LAW AND JURISDICTION

- 7.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Hong Kong, not including the United Nations Convention on the International Sale of Goods.
- 7.2 Any dispute, difference or claim arising out of, in connection with or relating to this Agreement shall be submitted to and finally resolved by arbitration in Hong Kong under the auspices of the Hong Kong International Arbitration Commission ("HKIAC"), in accordance with the HKIAC Administered Arbitration Rules then in effect, which rules are hereby incorporated by reference into this Agreement. The arbitral tribunal shall consist of three arbitrators. One of the arbitrators shall be a national of the PRC, one a national of the US, and one of a third country. The arbitral proceedings shall be conducted in English.

AGREED by the Parties through their duly authorised representatives on the date first written above.

Executed by TransEnterix, Inc. acting by Anthony Fernando, Chief Operating Officer.	/s/ 
Executed by TransEnterix Europe S.A r.l acting by Anthony Fernando, Category B Manager and Authorized Signatory.	/s/ 

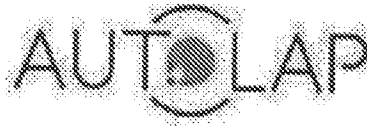
Executed by Great Belief International Limited acting by Mr. Yingzhi Wang, its Director.

(s) 


Schedule 3: Trademarks

TRADEMARKS AND TRADEMARK REGISTRATIONS

AUTOLAP



All registrations and applications to register the AUTOLAP mark held by Seller, including:

Trademark	Country	Registration Number
AUTOLAP	Israel	266611
AUTOLAP	Europe	13 638 556
AUTOLAP	United States	5158658
	Israel	275819