

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DistalMotion SA		06/26/2020	Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Olympus Winter & Ibe GmbH		
Street Address:	Kuehnstrasse 61		
City:	Hamburg		
State/Country:	GERMANY		
Postal Code:	22045		
Entity Type:	Company: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88007484	DEXTER	
Serial Number:	88420708	DEXTER	
Serial Number:	88420722	DEXTER JUST SURGERY.	
Serial Number:	88420785	DISTALMOTION	
Serial Number:	88855914	DISTALMOTION	
Serial Number:	88420748	JUST SURGERY	
Serial Number:	88420769		
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Rachel Fleeson of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Rachel Fleeson of Hogan Lovells US LLP		
SIGNATURE:	/rsf/		
DATE SIGNED:	10/02/2020		

CH \$190.00 88007484

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of the 26th day of June, 2020 by and among Olympus Winter & Ibe GmbH, a company formed under the laws of Germany, with its address at Kuehnstrasse 61, Hamburg 22045, Germany (together with its successors and assigns, the "Secured Party") and DistalMotion SA, a company formed under the laws of Switzerland, with its address at Route de la Corniche 3B, 1066 Épalinges, Switzerland ("Distalmotion", together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. On the date hereof, Secured Party and Distalmotion entered into (i) a convertible loan agreement (the "Loan Agreement") pursuant to which Secured Party has agreed to make available to Distalmotion a convertible loan facility in an aggregate principal amount of CHF 5,000,000 on the terms and conditions set forth therein, (ii) an investment agreement (the "Investment Agreement") pursuant to which the Secured Party has agreed to make an equity investment into Distalmotion in an aggregate amount of CHF 10,000,000, and (iii) a pledge agreement (the "Swiss IP Pledge Agreement") by which Distalmotion has agreed to pledge certain intellectual property rights (which are not the object of this Agreement) to the Secured Party. All capitalized terms used but not defined herein shall have the meanings ascribed to such term in the Loan Agreement or the Swiss IP Pledge Agreement.

B. In connection with the Loan Agreement, Grantors are required to grant a security interest in their intellectual property to the Secured Party, as security for the payment when due of certain indebtedness and other obligations of the Grantors under the Finance Documents.

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 Secured Obligations under the Loan Agreement and the other Finance Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security.** To secure its Secured Obligations under the Loan Agreement and the other Finance Documents, whether now existing or arising hereafter, each Grantor grants and pledges to Secured Party a first priority, continuing security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”). For the avoidance of doubt, the Patents covered by the Swiss IP Pledge Agreement shall not be subject to this Agreement, including the grant of security set forth in this Section 1 (Grant of Security);

e. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”); *provided* that no United States intent-to-use trademark applications will be Intellectual Property Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; *provided, further*, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use or statement of use, such intent-to-use trademark application shall be considered Intellectual Property Collateral. For the avoidance of doubt the Trademarks covered by the Swiss IP Pledge Agreement shall not be subject to this Agreement, including the grant of security set forth in this Section 1 (Grant of Security);

f. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

g. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

h. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

i. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

j. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement and the other Finance Documents. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Finance Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any other Finance Document, 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 Secured Party 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 Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including, of any or all other rights, powers or remedies.

2. **Financing Statements.** Each Grantor will, at its own expense, make, execute, endorse, acknowledge, file and/or and deliver to the Secured Party such financing statements, such patent,

trademark and copyright filings and such other filings, in form reasonably acceptable to the Secured Party, as the Secured Party may from time to time reasonably request and as are necessary or appropriate in the reasonable opinion of the Secured Party to establish and maintain a valid, enforceable, perfected security interest in the Intellectual Property Collateral as provided herein and the first priority thereof and the other rights and security contemplated hereby. In addition, each Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file (a) any financing statements (and any amendments thereto) and continuation statements in any filing office in any Uniform Commercial Code jurisdiction and provide any other information required by part 5 of Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "UCC") or of the Uniform Commercial Code of any other jurisdiction for the sufficiency or filing office acceptance of any financing statement, amendment or continuation statement, and (b) patent, trademark or copyright filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents as are reasonably necessary or appropriate in the reasonable opinion of the Secured Party to establish and maintain a valid, enforceable, perfected security interest in the Intellectual Property Collateral as provided herein and the first priority thereof and the other rights and security contemplated hereby, without the signature of such Grantor where permitted by law. Without limiting the generality of the foregoing, not later than the date thirty (30) days after the date of this Agreement, each Grantor will cause to be executed, delivered and filed in the United States Patent and Trademark Office or other appropriate place such additional security agreements and other filings as the Secured Party may reasonably request in connection with the grant of security interests in all Intellectual Property existing on the date of this Agreement.

3. **Authorization to Supplement.** If any Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Exhibit A, Exhibit B, Exhibit C and/or Exhibit D to include any such new Intellectual Property Collateral and or other related rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A, Exhibit B, Exhibit C and/or Exhibit D shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Intellectual Property Collateral, whether or not listed on Exhibit A, Exhibit B, Exhibit C and/or Exhibit D. Each Grantor shall, at its own expense, upon request of Secured Party, furnish to Secured Party such further information, execute and deliver to Secured Party such documents and instruments (including, without limitation, UCC financing statements) and shall do such other acts and things as Secured Party may at any time reasonably request relating to the perfection or protection of the security interest created by any Finance Document and/or for the purpose of carrying out the intent of the Finance Documents.

4. **Representations and Warranties.**

a. Except for the security interests granted hereunder, each Grantor (i) is, and as to all Intellectual Property Collateral the title to or other interest in which is acquired by it from time to time after the date hereof each Grantor will be, the owner of all Intellectual Property Collateral, (ii) holds the Intellectual Property Collateral free and clear of all security interests and other lien or encumbrance, (iii) will make no assignment, mortgage, pledge, hypothecation or transfer of the Intellectual Property Collateral or become bound (as provided in Section 9-203(d) of the UCC or the Uniform Commercial Code of any other relevant jurisdiction or otherwise) by a security agreement in favor of any person as secured party except to the extent expressly permitted under the Loan Agreement, (iv) will not create or permit to exist any security interest or other lien or encumbrance in the Intellectual Property Collateral, (v) will defend its title or interest in and to the Intellectual Property Collateral, and the rights and interests of the Secured Party hereunder, against any and all encumbrance and other rights and claims, however arising, of all persons and (vi) will as soon as practicable, at its own expense, take

such action as may be necessary to duly discharge any encumbrance on or in respect of the Intellectual Property Collateral (other than the security interest granted hereunder) of which it becomes aware.

b. Exhibits A, B, C and D hereto list all Intellectual Property registered or applied for in the United States owned by the Grantors on the date hereof.

c. Each Grantor is duly organized and validly existing under the laws of its jurisdiction of formation. Each Grantor has full power and authority to execute, deliver and perform this Agreement, to grant security hereunder and to consummate each of the other transactions contemplated hereby. The execution, delivery and performance by each Grantor of this Agreement, the granting of security hereunder and the consummation of each of the other transactions contemplated hereby (a) have been duly authorized by all corporate and, if necessary, shareholder action, (b) do not require any authorization, approval, license, consent or filing or registration with, any governmental authority, other than the filing of a UCC-1 financing statement in the Recorder of Deeds of the District of Columbia any filings with the United States Copyright Office in respect of any security interest in copyrights, which are necessary to perfect the security interest granted hereunder in certain categories of property, and (c) do not breach, violate, constitute a default under or conflict with (i) the organizing documents of such Grantor, (ii) any law, rule, regulation, order or judgment applicable to such Grantor or any of its property, or (iii) any agreement or instrument binding upon such Grantor of any of its respective property.

d. This Agreement has been duly executed and delivered by each Grantor and constitutes the legal, valid and binding obligation of each Grantor, enforceable against such Grantor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

5. **Power of Attorney.** Each Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof with full power of substitution, its true and lawful attorney-in-fact with full power and authority (in the name, place and stead of such Grantor or in the name of the Secured Party or otherwise), (i) following the occurrence of an Event of Default and during the continuance of such Event of Default, (ii) if such Grantor fails to comply with any obligation under Section 2 or 3 hereof, or (iii) if such Grantor fails to perfect or maintain the required priority of the security interests created hereunder as required by the terms of this Agreement without notice to or assent by such Grantor, to (solely in the case of clause (i) above) act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to such Grantor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or (in the case of clauses (i), (ii) or (iii) above) take any action or institute any proceedings which the Secured Party reasonably deems to be necessary or advisable to protect the interests of the Secured Party, which appointment as attorney is irrevocable and coupled with an interest. To the extent permitted by law, each Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof.

6. **Remedies Upon an Event of Default.**

a. **Remedies; Obtaining the Collateral Upon an Event of Default.** Each Grantor agrees that, during the occurrence and continuance of an Event of Default, then and in every such case, the Secured Party, in addition to any rights now or hereafter existing under applicable law and under the other provisions of this Agreement, the Loan Agreement or any other Finance Document, shall have all rights as a secured party under the Uniform Commercial Code as in effect at such time in all relevant jurisdictions, and such additional rights and remedies to which a secured creditor is entitled under the laws in effect in all relevant jurisdictions, and, without limiting the foregoing, in any event may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from the Grantor or any other person who then has possession of any part thereof with or without notice or process of law;

(ii) sell, assign or otherwise liquidate any or all of the Intellectual Property Collateral or any part thereof in accordance with Section 6(b) hereof, or direct the Grantors to sell, assign or otherwise liquidate any or all of the Intellectual Collateral or any part thereof, and, in each case, take possession of the proceeds of any such sale or liquidation for application in accordance with the Loan Agreement;

(iii) license or sublicense, whether on an exclusive or nonexclusive basis, any Trademarks, Domain Names, Patents, Copyrights or Licenses included in the Intellectual Property Collateral for such term and on such conditions and in such manner as the Secured Party shall in its sole judgment determine;

(iv) apply any proceeds of Intellectual Property Collateral in accordance with the provisions of the Loan Agreement; and

(v) take any other action as specified in clauses (1) through (5), inclusive, of Section 9-607(a) of the UCC;

it being understood that the Grantor's obligation to deliver the Intellectual Property Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Secured Party shall be entitled to a decree requiring specific performance by the Grantors of said obligation.

b. **Disposition of the Collateral.** If an Event of Default shall have occurred and is continuing, then any Intellectual Property Collateral may be sold, assigned, leased, licensed, sublicensed or otherwise disposed of under one or more contracts or as an entirety, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any such sale, lease or other disposition may be effected by means of a public disposition or private disposition, effected in accordance with the applicable requirements (in each case if and to the extent applicable) of Sections 9-610 through 9-613 of the UCC and/or such other mandatory requirements of applicable law as may apply to the respective disposition. The Secured Party may, without notice or publication, adjourn any public or private disposition or cause the same to be adjourned from time to time by announcement at the time and place fixed for the disposition, and such disposition may be made at any time or place to which the disposition may be so adjourned. To the extent permitted by any such requirement of law, the Security Party may bid for and become the purchaser (and may pay all or any portion of the purchase price by crediting Secured Obligations against the purchase price) of the Intellectual Property Collateral or any item thereof, offered for disposition in accordance with this Section 6(b) without accountability to the Grantors. If, under applicable law, the Secured Party shall be permitted to make disposition of the Intellectual Property Collateral within a period of time which does not permit the giving of notice to the Grantors as hereinabove specified, the Secured Party need give the Grantors only such notice of disposition as shall be required by such applicable law. Each Grantor agrees to do or cause to be done all such other acts and things as may be reasonably necessary to make such disposition or dispositions of all or any portion of the Intellectual Property Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental instrumentalities, domestic or foreign, having jurisdiction over any such sale or sales, all at the expense of the Grantors.

7. Release of the Pledged Assets.

At the Grantor's cost and pursuant to documentation in form and substance reasonably satisfactory to the Secured Party, the Secured Party shall release the Intellectual Property Collateral from the security or, in case of Enforcement of a part of the Intellectual Property Collateral, the remainder thereof if and to the extent Secured Obligations have been duly and definitely discharged or performed in full or in accordance with Section 5 (Security) of the Loan Agreement), whichever occurs earlier.

8. Application of Proceeds.

Any monies received by the Secured Party pursuant to this Agreement and/or under the powers hereby conferred shall be applied by the Secured Party towards satisfaction of the Secured Obligations in accordance with the terms of the Finance Documents, provided that the Secured Party shall return to the Grantor any such monies collected and received after the payment in full of the Secured Obligations.

9. Miscellaneous.

a. Each Grantor agrees to indemnify, reimburse and hold the Secured Party and its successors, assigns, employees, affiliates and agents, for all losses, costs, damages, liabilities and expenses that it may suffer or incur by reason of this Agreement in accordance with the Loan Agreement, save in respect of loss or damage suffered as a result of gross negligence or wilful misconduct on the part of Pledgee (or any officer, employee, agent or delegate of Pledgee) as determined by a final non-appealable judgment of a court of competent jurisdiction. All obligations for indemnification shall be Secured Obligations and shall be secured by this Agreement.

b. This Agreement is a Finance Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

c. The Liens and security interests evidenced hereby are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this agreement, the terms of the Intercreditor Agreement shall govern and control.

d. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

e. EACH GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED THE STATE OF NEW YORK IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND IRREVOCABLY AGREES THAT, SUBJECT TO THE SECURED PARTY'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH

GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS OR ANY RIGHT TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 7(e).

f. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND THE SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR, AND THE SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

g. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

h. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST THE SECURED PARTY OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, SECURED PARTY, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, UNLESS THEY RESULT FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE SECURED PARTY (OR ANY OFFICER, EMPLOYEE, AGENT OR DELEGATE OF PLEDGEE), AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

i. No person other than the parties hereto, shall have any rights hereunder or be entitled to rely on this Agreement and all third-party beneficiary rights are hereby expressly disclaimed.

j. Any communications to be made under or in connection with this Agreement shall be made in accordance with section 9.7 of the Investment Agreement.

[Signature page follows.]

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.

GRANTORS:

DistalMotion SA

By: [Signature] [Signature]
Name: Rene Lutz Michael Friedrich
Title: Chairman Board Member & CEO

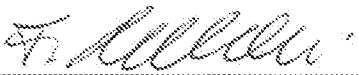
Address:

DistalMotion SA
Route de la Corniche 3B
1066 Epalinges, Switzerland

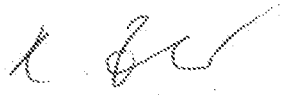
Attn: []
Facsimile: []
E-Mail: []

SECURED PARTY:

Olympus Winter & Ibe GmbH

By: 
Name: FRANK DEGUZOWSKI
Title: EXECUTIVE MANAGING DIRECTOR (EMD)





Dr. André Roggan
Executive Managing Director




Reinhard Zentner
Managing Director

EXHIBIT C

Trademarks

Trademark	App. No.	Goods/Services	File Ref No:
Status DEXTER Allowed	App. Date App. No.:88007484 App. Date: June 20, 2018	(Int'l Class 10) Surgical robots	93520-0055
DEXTER and Design  Allowed	App. No.:88420708 App. Date: May 8, 2019	(Int'l Class 10) Surgical robots	93520-0033
DEXTER JUST SURGERY. and Design  Allowed	App. No.:88420722 App. Date: May 8, 2019	(Int'l Class 10) Surgical robots	93520-0031
DISTALMOTION and Design  Published	App. No.:88420785 App. Date: May 8, 2019	(Int'l Class 10) Surgical robots for use in abdominal, urological, and gynecological minimally invasive surgery; medical apparatus and instruments for use in minimally invasive surgery, namely, mechanical teleoperated instruments for use in abdominal, urological and gynecological minimally invasive surgery	93520-0045
DISTALMOTION Filed	App. No.:88855914 App. Date: April 1, 2020	(Int'l Class 10) Surgical robots for use in abdominal, urological, and gynecological minimally invasive surgery; medical apparatus and instruments for use in minimally invasive surgery, namely, mechanical teleoperated instruments for use in abdominal, urological and gynecological	93520-TBA

Trademark	App. No.	Goods/Services	File Ref No:
Status	App. Date		
		minimally invasive surgery	
JUST SURGERY	App. No.:88420748 App. Date: May 8, 2019	(Int'l Class 10) Surgical robots	93520-0032
Allowed			
Design Only	App. No.:88420769 App. Date: May 8, 2019	(Int'l Class 10) Surgical robots; medical apparatus and instruments for use in minimally invasive surgery, namely, mechanical teleoperated instruments for use in abdominal, urological and gynecological minimally invasive surgery	93520-0046
			
Allowed			