

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KindHeart, Inc.		03/29/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Intuitive Surgical Operations, Inc.		
Street Address:	1020 Kifer Road		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94086		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5094722	KINDHEART	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4085239616		
Email:	billy.palmen@intusurg.com		
Correspondent Name:	Intuitive Surgical Operations, Inc.		
Address Line 1:	1020 Kifer Road		
Address Line 4:	Sunnyvale, CALIFORNIA 94086		
NAME OF SUBMITTER:	Wilhelm A. Palmen, JR		
SIGNATURE:	/Wilhelm A. Palmen, Jr./		
DATE SIGNED:	05/11/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Assignment Agreement**”), dated as of March 24, 2021, is by KindHeart, Inc., a corporation duly organized under and pursuant to the laws of the State of North Carolina, U.S.A. and having its principal place of business at 1201 Raleigh Road, Suite 102, Chapel Hill, NC 27517, U.S.A., (hereinafter referred to as the “**Assignor**”) to Intuitive Surgical Operations, Inc., a corporation duly organized under and pursuant to the laws of the State of Delaware, U.S.A. and having its principal place of business at 1020 Kifer Rd, Sunnyvale, CA 94086, U.S.A. (hereinafter referred to as the “**Assignee**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, Assignor owns all right, title, and interest in the trademarks listed in the SCHEDULE attached hereto, including all trademark registrations, trademark applications, and common law trademark rights therefor (collectively, the “**Marks**”); and

WHEREAS, Assignee desires of acquiring the entire right, title, and interest in and to the Marks and the goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt by Assignor from Assignee and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

The Assignor has sold, assigned, transferred and set over, and hereby does sell, assign, transfer and set over to Assignee, and its successors and assigns: (a) the entire right, title and interest worldwide in and to the Marks, together with their goodwill, for the United States and for all foreign countries, including any registrations that may result and any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and (b) all rights to income, royalties, and payments now due or hereafter due or payable to, and all rights to seek injunctive relief or otherwise and to recover damages for past and present infringements and any other causes of action related to, any of the Marks or the associated goodwill (all of the aforementioned in this paragraph collectively, the “**Assigned Rights**”), the Assigned Rights to be held and enjoyed by Assignee, for its own use and the use of its successors and assigns, to the full end of the term or terms possible for the Assigned Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment Agreement not been made.

Notwithstanding anything to the contrary in this Assignment Agreement, no Intent-to-Use Application included in the SCHEDULE shall be sold, assigned, transferred, conveyed, or delivered to assignee during the period (if any) when the sale, assignment, transference, conveyance, or delivery thereof to Assignee as contemplated by this Assignment Agreement would impair the validity or enforceability of the application or any registration issuing therefrom under applicable Law. Thereafter, Assignor shall, at Assignee’s request, assign each such Intent-to-Use Application (together with any registration issuing therefrom) to Assignee and, if the foregoing is not reasonably possible, the parties shall use commercially reasonable efforts to arrange for

Assignor to provide Assignee, for no additional consideration to Assignor, the benefit of each such Intent-to-Use Application (or registration issuing therefrom).

Assignor hereby represents and warrants that: (1) no assignment, sale, agreement, transfer or encumbrance has been or will be made or entered into that would conflict with the terms of this Assignment Agreement; (2) at the time of execution and delivery of this Assignment Agreement, Assignor is the sole and lawful owner of the entire right, title and interest in and to the Assigned Rights, and the Assigned Rights are unencumbered, and (3) Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth.

Assignor hereby covenants and agrees to and with Assignee, its successors and assigns, that Assignor will, at the request of Assignee or its successors or assigns and without charge but at the reasonable expense of Assignee, or its successors or assigns, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of any of the Assigned Rights, including, but not limited to: (1) promptly executing, verifying, and delivering all pertinent facts and documents relating to applicable Assigned Rights; (2) executing separate assignments or other legal instruments in connection with the Assigned Rights as the Assignee may deem necessary or expedient; (3) executing, verifying, and delivering all documents necessary in connection with any legal proceeding including, but not limited to any interference, litigation, or proceedings relating thereto, concerning any of the Assigned Rights, and cooperating with the Assignee in every way possible in obtaining and producing evidence and proceeding with said legal proceeding.

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the federal law of the United States of America without reference to conflict of laws principles.

ASSIGNOR:

ASSIGNEE:

KindHeart, Inc.

Intuitive Surgical Operations, Inc.

By: *Gillian Duncan*
Gillian Duncan (Mar 28, 2021 15:22 PST)
Name: Gillian Duncan
Title: President & CEO

By: *Cyprian Okafor*
Cyprian Okafor (Mar 30, 2021 14:40 PST)
Name: Cyprian Okafor
Title: Secretary

SCHEDULE OF MARKS

Mark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
KINDHEART	U.S.	86/967,956	April 7, 2016	5,094,722	December 6, 2016