

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Distalmotion SA		03/30/2023	Company:
RECEIVING PARTY DATA			
Name:	RVLHC II, LLC		
Street Address:	501 Congress Avenue, Suite 150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6872951	DEXTER	
Serial Number:	97263917	DEXTER - THE SURGEON'S ROBOT	
Serial Number:	97300596	DEXTER ACADEMY	
Serial Number:	97300606	DEXTER ACADEMY	
Registration Number:	6880336	DEXTER	
Serial Number:	97263895	DEXTER ON-DEMAND ROBOTICS	
Serial Number:	97265590	DEXTER ROBOT	
Serial Number:	97263854	DEXTER ROBOTIC SYSTEM	
Serial Number:	97265644	DEXTER SURGICAL SYSTEM	
Serial Number:	97263825	DEXTER SYSTEM	
Serial Number:	97265629	DEXTER THE SURGEON'S ROBOT.	
Serial Number:	97265553	DEXTER, THE SURGEON'S ROBOT	
Registration Number:	6880338	DEXTER JUST SURGERY.	
Serial Number:	90849002	DEXTER ROBOTICS FOR LAPAROSCOPY.	
Registration Number:	6880497	DISTALMOTION	
Registration Number:	6889938	DISTALMOTION	
Registration Number:	6880340		
Registration Number:	6880339	JUST SURGERY	

CH \$465.00 6872951

CORRESPONDENCE DATA**Fax Number:** 4159472099*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:** 4159472169**Email:** qluflood@wsgr.com**Correspondent Name:** Wilson Sonsini Goodrich & Rosati, P.C.**Address Line 1:** One Market Plaza, Spear Tower, Suite 330**Address Line 4:** San Francisco, CALIFORNIA 94105**ATTORNEY DOCKET NUMBER:** 59321.022**NAME OF SUBMITTER:** Qui Lu Flood**SIGNATURE:** /Qui Lu Flood/**DATE SIGNED:** 03/31/2023**Total Attachments: 7**

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This TRADEMARK SECURITY AGREEMENT dated as of March 30, 2023 (this "Agreement"), is between Distalmotion SA, a Swiss company limited by shares ("Grantor") and RVLHC II, LLC ("Secured Party"), as Secured Party.

Reference is made to (a) that certain Convertible Loan Agreement dated as of December 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Series E Loan Agreement"), among Grantor, as borrower and RVLHC II, LLC, as lender, and (b) the Second Amended & Restated Guarantee and Collateral Agreement dated as of March 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Grantor, the Subsidiary Loan Parties from time to time party thereto and Secured Party, as Secured Party. Secured Party has agreed to extend credit to Grantor subject to the terms and conditions set forth in the Series E Loan Agreement. The obligations of Secured Party to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor will derive substantial benefits from the extension of credit pursuant to the Series E Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and for such extensions of credit previously made to remain outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Series E Loan Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, and subject to Section 4.01(d) of the Collateral Agreement, Grantor pursuant to the Collateral Agreement did, and hereby does, grant to Secured Party and its successors and assigns a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks (other than any intent to use trademark applications until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the U.S. Patent and Trademark Office), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to Secured Party pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Trademark Collateral

are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

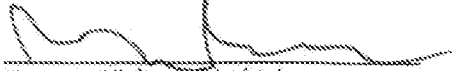
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 5. Termination. Upon payment in full of the Secured Obligations (pursuant to and in accordance with Section 7.12 of the Collateral Agreement), Secured Party's security interests in the Trademark Collateral shall automatically terminate and Secured Party shall execute, acknowledge, and deliver to Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

DISTALMOTION SA, as Grantor



Name: Michael Friedrich

Title: Member of the board of directors

Name: Heinz Jacqui

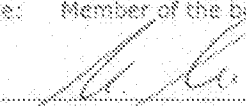
Title: Member of the board of directors

{Distalmotion - Signature Page to Trademark Security Agreement}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

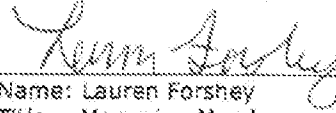
DISTALMOTION SA, as Grantor

.....
Name: Michael Friedrich
Title: Member of the board of directors


.....
Name: Henri Jacqui
Title: Member of the board of directors

[Distalmotion - Signature Page to Trademark Security Agreement]

RVLHC II, LLC, as Agent,
By: RVLHC MGMT, LLC, its manager



Name: Lauren Forshey
Title: Managing Member

[Disclaimer - Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks Owned by Distalmotion SA

Cty.	Mark	Class	Reg. No.	Grant Date	Appl. No.	Filing Date	Status
CN	DEXTER	10	35372521	09/07/2019	35372521	12/18/2018	Registered
US	DEXTER	10	6872951	10/11/2022	88007484	06/20/2018	Registered
US	DEXTER - THE SURGEON'S ROBOT	10			97263917	02/11/2022	Allowed
UK	DEXTER - THE SURGEON'S ROBOT	10	UK000037547 33	05/13/2022	UK0000375 4733	02/15/2022	Registered
EU	DEXTER - THE SURGEON'S ROBOT	10			18661963	02/25/2022	Pending
EU	Dexter Academy	41	18670511	03/14/2022	18670511	07/08/2022	Registered
US	Dexter Academy	41			97300596	03/08/2022	Allowed
UK	Dexter Academy	41			UK0000376 3548	03/09/2022	Published
EU	Dexter Academy & Design	41	18670510	03/14/2022	18670510	07/08/2022	Registered
UK	Dexter Academy & Design	41	UK000037635 52	06/17/2022	UK0000376 3552	03/07/2022	Registered
US	Dexter Academy & Design	41			97300606	03/08/2022	Allowed
US	dexter	10	6880336	10/18/2022	88420708	05/08/2019	Registered
CH	dexter	10	738567	06/04/2019	07584/2019	06/04/2019	Registered
EU	DEXTER ON-DEMAND ROBOTICS	10			18661962	02/25/2022	Pending
UK	DEXTER ON-DEMAND ROBOTICS	10	UK000037547 23	05/13/2022	UK0000375 4723	02/15/2022	Registered
US	DEXTER ON-DEMAND ROBOTICS	10			97263895	02/11/2022	Pending
EU	DEXTER ROBOT	10			18661970	02/25/2022	Pending
UK	DEXTER ROBOT	10	UK000037547 81	05/13/2022	UK0000375 4781	02/15/2022	Registered
US	DEXTER ROBOT	10			97265590	02/14/2022	Allowed
EU	DEXTER ROBOTIC SYSTEM	10			18661961	02/25/2022	Pending
UK	DEXTER ROBOTIC SYSTEM	10	UK000037547 12	02/15/2022	UK0000375 4712	05/13/2022	Registered
US	DEXTER ROBOTIC SYSTEM	10			97263854	02/11/2022	Allowed
EU	DEXTER SURGICAL SYSTEM	10			18661989	02/25/2022	Pending
UK	DEXTER SURGICAL SYSTEM	10	UK000037547 92	05/27/2022	UK0000375 4792	02/15/2022	Registered
US	DEXTER SURGICAL SYSTEM	10			97265644	02/14/2022	Allowed
EU	DEXTER SYSTEM	10			18661957	02/25/2022	Pending

UK	DEXTER SYSTEM	10	UK000037547 00	05/13/2022	UK0000375 4700	02/15/2022	Registered
US	DEXTER SYSTEM	10			97263825	02/11/2022	Allowed
EU	dēxter <small>The surgeon's robot.</small>	10			18662002	02/25/2022	Pending
UK	dēxter <small>The surgeon's robot.</small>	10	UK000037547 66	05/13/2022	UK0000375 4766	02/15/2022	Registered
US	dēxter <small>The surgeon's robot.</small>	10			97265629	02/14/2022	Allowed
EU	DEXTER, THE SURGEON'S ROBOT	10			18661992	02/25/2022	Pending
UK	DEXTER, THE SURGEON'S ROBOT	10	UK000037547 44	05/13/2022	UK0000375 4744	02/15/2022	Registered
US	DEXTER, THE SURGEON'S ROBOT	10			97265553	02/14/2022	Allowed
US	dēxter <small>Just surgery.</small>	10	6880338	10/18/2022	88420722	05/08/2019	Registered
EU	dēxter <small>Robotics for laparoscopic.</small>	10	018522039	07/28/2022	018522039	07/28/2021	Registered
US	dēxter <small>Robotics for laparoscopic.</small>	10			90849002	07/26/2021	Allowed
CN	DISTALMOTION	10	35372522	09/17/2019	35372522	12/18/2018	Registered
HK	DISTALMOTION	10	304748815	11/27/2018	304748815	11/27/2018	Registered
US	DISTALMOTION	10	6880497	10/18/2022	88855914	04/01/2020	Registered
US	 Distalmotion	10	6889938	11/01/2022	88420785	05/08/2019	Registered
US		10	6880340	10/18/2022	88420769	05/08/2019	Registered
US	JUST SURGERY	10	6880339	10/18/2022	88420748	05/08/2019	Registered