

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802419

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900762165

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distalmotion SA		03/30/2023	Company:

## RECEIVING PARTY DATA

<b>Name:</b>	RVLHC II, LLC
<b>Street Address:</b>	501 Congress Ave, Suite 150
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	6872951	DEXTER
<b>Serial Number:</b>	97263917	DEXTER - THE SURGEON'S ROBOT
<b>Serial Number:</b>	97300596	DEXTER ACADEMY
<b>Serial Number:</b>	97300606	DEXTER ACADEMY
<b>Registration Number:</b>	6880336	DEXTER
<b>Serial Number:</b>	97263895	DEXTER ON-DEMAND ROBOTICS
<b>Serial Number:</b>	97265590	DEXTER ROBOT
<b>Serial Number:</b>	97263854	DEXTER ROBOTIC SYSTEM
<b>Serial Number:</b>	97265644	DEXTER SURGICAL SYSTEM
<b>Serial Number:</b>	97263825	DEXTER SYSTEM
<b>Serial Number:</b>	97265629	DEXTER THE SURGEON'S ROBOT.
<b>Serial Number:</b>	97265553	DEXTER, THE SURGEON'S ROBOT
<b>Registration Number:</b>	6880338	DEXTER JUST SURGERY.
<b>Serial Number:</b>	90849002	DEXTER ROBOTICS FOR LAPAROSCOPY.
<b>Registration Number:</b>	6880497	DISTALMOTION
<b>Registration Number:</b>	6889938	DISTALMOTION
<b>Registration Number:</b>	6880340	
<b>Registration Number:</b>	6880339	JUST SURGERY

TRADEMARK

**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:** 04/12/2023**Total Attachments: 11**

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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 ("Agent"), as Agent.

Reference is made to (a) that certain Convertible Loan Agreement dated as of March 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Series F Loan Agreement"), among the Grantor, as borrower, the Lenders from time to time party thereto and RVLHC II, LLC, as agent, and (b) the 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 the Grantor, the Subsidiary Loan Parties from time to time party thereto and Agent, as Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Series F Loan Agreement. The obligations of the Lenders 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 F 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 F 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 Agent, its successors and assigns, for the benefit of the Secured Parties, 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the

rights and remedies of Agent 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), Agent's security interests in the Trademark Collateral shall automatically terminate and Agent 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

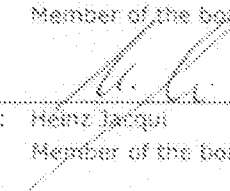
Title: Member of the board of directors

*[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.

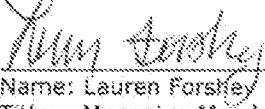
DISTALMOTION SA, as Grantor

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

  
.....  
Name: Heinz Ja'qui  
Title: Member of the board of directors

*[Distalmotion - Signature Page to Trademark Security Agreement]*

RVLHC II, LLC, as Secured Party,  
By: RVLHC MGMT, LLC, its manager



.....  
Name: Lauren Forshey  
Title: Managing Member

*[Disclaimer - Signature Page to Trademark Security Agreement]*



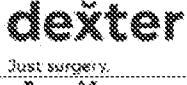
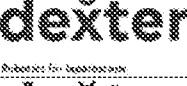
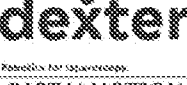














SCHEDULE I





Trademarks Owned by Distalmotion SA

Cty.	Mark	Class	Reg. No.	Grant Date	Appl. No.	Filing Date	Status
HK	DEXTER	10	304748798	11/27/2018	304748798	11/27/2018	Registered
CN	DEXTER	10	35372521	09/07/2019	35372521	12/18/2018	Registered
AU	DEXTER	10	2007254	01/09/2020	2007254	05/04/2019	Registered
JP	DEXTER	10	6243016	04/06/2020	2019-65238	05/07/2019	Registered
US	DEXTER	10	6872951	10/11/2022	88007484	06/20/2018	Registered
EU	DEXTER	10	017926241	11/02/2018	017926241	07/02/2018	Registered
UK	DEXTER	10	017926241	11/02/2018	017926241	07/02/2018	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
AU	<b>dēxter</b>	10	20132477	01/09/2020	20132477	06/03/2019	Registered
CN	<b>dēxter</b>	10	39445824	03/14/2020	39445824	07/05/2019	Registered
EU	<b>dēxter</b>	10	018080690	10/15/2019	018080690	06/03/2019	Registered
HK	<b>dēxter</b>	10	304948570	10/28/2019	304948570	06/04/2019	Registered
JP	<b>dēxter</b>	10	6243069	04/06/2020	2019- 077500	06/04/2019	Registered
US	<b>dēxter</b>	10	6890336	10/18/2022	88420708	05/08/2019	Registered
CH	<b>dēxter</b>	10	738567	06/04/2019	07584/2019	06/04/2019	Registered
UK	<b>dēxter</b>	10	018080690	10/15/2019	018080690	06/03/2019	Registered
EU	<b>DEXTER ON-DEMAND ROBOTICS</b>	10			18661962	02/25/2022	Pending
UK	<b>DEXTER ON-DEMAND ROBOTICS</b>	10	UK000037547 23	05/13/2022	UK0000375 4723	02/15/2022	Registered



US	<b>DEXTER ON-DEMAND ROBOTICS</b>	10			97263895	02/11/2022	Pending
EU	<b>DEXTER ROBOT</b>	10			18661970	02/25/2022	Pending
UK	<b>DEXTER ROBOT</b>	10	UK000037547 81	05/13/2022	UK0000375 4781	02/15/2022	Registered
US	<b>DEXTER ROBOT</b>	10			97265590	02/14/2022	Allowed
EU	<b>DEXTER ROBOTIC SYSTEM</b>	10			18661961	02/25/2022	Pending
UK	<b>DEXTER ROBOTIC SYSTEM</b>	10	UK000037547 12	02/15/2022	UK0000375 4712	05/13/2022	Registered
US	<b>DEXTER ROBOTIC SYSTEM</b>	10			97263854	02/11/2022	Allowed
EU	<b>DEXTER SURGICAL SYSTEM</b>	10			18661989	02/25/2022	Pending
UK	<b>DEXTER SURGICAL SYSTEM</b>	10	UK000037547 92	05/27/2022	UK0000375 4792	02/15/2022	Registered
US	<b>DEXTER SURGICAL SYSTEM</b>	10			97265644	02/14/2022	Allowed
EU	<b>DEXTER SYSTEM</b>	10			18661957	02/25/2022	Pending
UK	<b>DEXTER SYSTEM</b>	10	UK000037547 00	05/13/2022	UK0000375 4700	02/15/2022	Registered
US	<b>DEXTER SYSTEM</b>	10			97263825	02/11/2022	Allowed
EU	<b>dēxter</b> <small>The surgeon's robot.</small>	10			18662002	02/25/2022	Pending
UK	<b>dēxter</b> <small>The surgeon's robot.</small>	10	UK000037547 66	05/13/2022	UK0000375 4766	02/15/2022	Registered
US	<b>dēxter</b> <small>The surgeon's robot.</small>	10			97265629	02/14/2022	Allowed
EU	<b>DEXTER, THE SURGEON'S ROBOT</b>	10			18661992	02/25/2022	Pending
UK	<b>DEXTER, THE SURGEON'S ROBOT</b>	10	UK000037547 44	05/13/2022	UK0000375 4744	02/15/2022	Registered
US	<b>DEXTER, THE SURGEON'S ROBOT</b>	10			97265553	02/14/2022	Allowed
AU	<b>dēxter</b> <small>Just surgery.</small>	10	2013473	12/09/2019	2013473	06/03/2019	Registered
CN	<b>dēxter</b> <small>Just surgery.</small>	10	39445823	03/14/2020	39445823	07/05/2019	Registered
EU	<b>dēxter</b> <small>Just surgery.</small>	10	018075705	10/09/2019	018075705	06/03/2019	Registered
HK	<b>dēxter</b> <small>Just surgery.</small>	10	304948598	10/28/2019	304948598	06/04/2019	Registered
JP	<b>dēxter</b> <small>Just surgery.</small>	10	6243068	04/06/2020	2019- 077499	06/04/2019	Registered

US		10	6880338	10/18/2022	88420722	05/08/2019	Registered
CH		10	738569	11/03/2019	07591/2019	06/04/2019	Registered
UK		10	018075705	10/09/2019	018075705	06/03/2019	Registered
EU		10	018522039	07/28/2022	018522039	07/28/2021	Registered
US		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
AU	DISTALMOTION	10	2007544	12/16/2019	2007544	05/07/2019	Registered
JP	DISTALMOTION	10	6182264	09/20/2019	2019-065769	05/08/2019	Registered
KR	DISTALMOTION	10	40-1597275	04/17/2020	40-2019-0070578	05/07/2019	Registered
US	DISTALMOTION	10	6880497	10/18/2022	88855914	04/01/2020	Registered
EU	DISTALMOTION	10	014184816	10/08/2015	014184816	05/29/2015	Registered
UK	DISTALMOTION	10	014184816	10/08/2015	014184816	05/29/2015	Registered
US	 Distalmotion	10	6889938	11/01/2022	88420785	05/08/2019	Registered
CH	 Distalmotion	10	738571	11/13/2019	07597/2019	06/04/2019	Registered
AU	 Distalmotion	10	2013470	12/16/2019	2013470	06/03/2019	Registered
CN	 Distalmotion	10	39445821	03/14/2020	39445821	07/05/2019	Registered
EU	 Distalmotion	10	018079684	10/23/2019	018079684	06/01/2019	Registered
HK	 Distalmotion	10	304948543	10/28/2019	304948543	06/04/2019	Registered
JP	 Distalmotion	10	6243067	04/06/2020	2019-077498	06/04/2019	Registered
KR	 Distalmotion	10	40-1615369	06/12/2020	40-2019-0085969	06/03/2019	Registered
UK	 Distalmotion	10	018079684	10/23/2019	018079684	06/01/2019	Registered
AU		10	2013471	12/16/2019	2013471	06/03/2019	Registered
CN		10	39445822	03/21/2020	39445822	07/05/2019	Registered
EU		10	018075710	10/18/2019	018075710	06/03/2019	Registered
HK		10	304948606	10/28/2019	304948606	06/04/2019	Registered
JP		10	6243070	04/06/2020	2019-077501	06/04/2019	Registered

US		10	6880340	10/18/2022	88420769	05/08/2019	Registered
CH		10	738572	11/13/2019	07599/2019	06/04/2019	Registered
KR		10	40-1615368	06/12/2020	40-2019-0085956	06/03/2019	Registered
UK		10	018075710	10/18/2019	018075710	06/03/2019	Registered
EU	JUST SURGERY	10	018083548	10/09/2019	018083548	06/18/2019	Registered
JP	JUST SURGERY	10	6243094	04/06/2020	2019-85400	06/18/2019	Registered
US	JUST SURGERY	10	6880339	10/18/2022	88420748	05/08/2019	Registered
UK	JUST SURGERY	10	018083548	10/09/2019	018083548	06/18/2019	Registered