

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERB SURGICAL INC.		06/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNSON & JOHNSON INNOVATION - JJDC, INC.		
Street Address:	410 GEORGE ST.		
City:	NEW BRUNSWICK		
State/Country:	NEW JERSEY		
Postal Code:	08901		
Entity Type:	Corporation: NEW JERSEY		
Name:	VERILY LIFE SCIENCES LLC		
Street Address:	269 EAST GRAND AVENUE		
City:	SOUTH SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87366716		
Serial Number:	87636448	VERB	
Serial Number:	87636461	VERB	
Serial Number:	87636468	VERB	
Serial Number:	87636477	VERB	
Serial Number:	87636486	VERB	
Serial Number:	87362052	VERB INSIGHTS	
Serial Number:	86812201	VERB SURGICAL	
Serial Number:	86812203	VERB SURGICAL	
Serial Number:	86812171	VERB SURGICAL	
Serial Number:	87073054	VERB SURGICAL	
CORRESPONDENCE DATA			

CH \$290.00 87366716

Fax Number: 2026375910

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: 2026375600

Email: leilani.legaspi@hoganlovells.com, Irina.Abbas@Hoganlovells.com, stephanie.lipscomb@hoganlovells.com

Correspondent Name: HAO WANG, HOGAN LOVELLS US LLP

Address Line 1: 555 THIRTEENTH STREET, N.W.

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Leilani P. Legaspi
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SIGNATURE:	/Leilani P. Legaspi/
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DATE SIGNED:	06/14/2019
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

June 12, 2019

WHEREAS, the undersigned entity (the “**Grantor**”), is party to that certain Security Agreement, dated as of June 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, Johnson & Johnson Innovation – JJDC, Inc., a New Jersey corporation (“**JJDC**”), and Verily Life Sciences LLC, a Delaware limited liability company (“**Verily**” and, together with JJDC, the “**Secured Parties**” and each, a “**Secured Party**”), pursuant to which the Grantor has granted to each Secured Party a lien on all of its Intellectual Property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the notes and other obligations secured by the Security Agreement, that the Grantor executes and delivers, and causes to be filed in the U.S. Patent and Trademark Office, this Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to the Secured Parties a security interest in all of the Grantor’s right, title and interest in, to and under all of the following:

(a) all of the patents, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation those listed on **Schedule A** hereto, together with any and all (i) rights and privileges arising under applicable law with respect to use of any patents, (ii) inventions and improvements described and claimed therein, (iii) continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iv) income, fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (v) the right to sue for past, present, and future infringements thereof, and (vi) rights corresponding thereto throughout the world; and

(b) all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation the trademarks listed on **Schedule B** hereto, together with (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions

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thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world; in each case, excluding "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

Notwithstanding the foregoing, in the event of any conflict between this Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signatures to follow]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the day and year first above written.

VERB SURGICAL INC.,
as Grantor

By 
Name: **Anand Sethuraman**
Title: **President & Secretary**

JOHNSON & JOHNSON INNOVATION –
JJDC, INC., as Secured Party

By _____
Name:
Title:

VERILY LIFE SCIENCES LLC, as Secured
Party

By _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

JOHNSON & JOHNSON INNOVATION –
JJDC, INC., as Secured Party

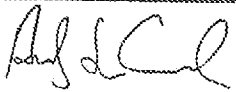
By _____

Name: Tom Heyman
Title: President, JJDC

[Signature Page to Intellectual Property Security Agreement]

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REEL: 006670 FRAME: 0386

VERILY LIFE SCIENCES LLC, as Secured
Party


Andrew Conrad
Authorized Signatory

By _____
Name:

Title: Andrew Conrad
CEO, Verily Life Sciences

**Schedule A
to Intellectual Property Security Agreement**

PATENTS AND PATENT APPLICATIONS

COUNTRY	APPLICATION/ REGISTRATION NO.	OWNER
United States	15/822,986	Verb Surgical Inc.
United States	15/849,450	Verb Surgical Inc.
United States	15/849,429	Verb Surgical Inc.
United States	15/849,443	Verb Surgical Inc.
United States	16/256,888	Verb Surgical Inc.
United States	16/415,974	Verb Surgical Inc.
United States	16/415,992	Verb Surgical Inc.
United States	62/785,455	Verb Surgical Inc.
United States	62/809,137	Verb Surgical Inc.
United States	15/959,143	Verb Surgical Inc.
United States	15/788,730	Verb Surgical Inc.
United States	15/712,052	Verb Surgical Inc.
United States	15/959,137	Verb Surgical Inc.
United States	15/934,709	Verb Surgical Inc.
United States	15/707,503	Verb Surgical Inc.
United States	15/707,449	Verb Surgical Inc.
United States	15/840,990	Verb Surgical Inc.
United States	15/838,094	Verb Surgical Inc.
United States	15/706,087	Verb Surgical Inc.
United States	15/706,112	Verb Surgical Inc.
United States	15/987,782	Verb Surgical Inc.
United States	16/103,864	Verb Surgical Inc.
United States	16/285,001	Verb Surgical Inc.
United States	62/685,821	Verb Surgical Inc.
United States	15/900,552	Verb Surgical Inc.
United States	15/959,106	Verb Surgical Inc.
United States	15/999,676	Verb Surgical Inc.
United States	16/010,020	Verb Surgical Inc.
United States	15/999,561	Verb Surgical Inc.
United States	16/010,291	Verb Surgical Inc.
United States	15/823,006	Verb Surgical Inc.
United States	15/823,042	Verb Surgical Inc.
United States	15/918,977	Verb Surgical Inc.
United States	62/693,850	Verb Surgical Inc.
United States	16/287,964	Verb Surgical Inc.

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United States	16/129,607	Verb Surgical Inc.
United States	16/129,593	Verb Surgical Inc.
United States	16/010,054	Verb Surgical Inc.
United States	16/035,549	Verb Surgical Inc.
United States	16/038,128	Verb Surgical Inc.
United States	16/038,125	Verb Surgical Inc.
United States	16/221,045	Verb Surgical Inc.
United States	16/361,075	Verb Surgical Inc.
United States	16/372,852	Verb Surgical Inc.
United States	15/842,485	Verb Surgical Inc.
United States	62/639,969	Verb Surgical Inc.
United States	16/286,873	Verb Surgical Inc.
United States	62/754,869	Verb Surgical Inc.
United States	16/019,132	Verb Surgical Inc.
United States	16/018,012	Verb Surgical Inc.
United States	16/418,809	Verb Surgical Inc.
United States	16/418,790	Verb Surgical Inc.
United States	16/376,193	Verb Surgical Inc.
United States	16/409,620	Verb Surgical Inc.
United States	16/236,163	Verb Surgical Inc.
United States	16/018,019	Verb Surgical Inc.
United States	16/018,028	Verb Surgical Inc.
United States	15/847,518	Verb Surgical Inc.
United States	15/847,562	Verb Surgical Inc.
United States	15/847,638	Verb Surgical Inc.
United States	16/418,726	Verb Surgical Inc.
United States	16/418,693	Verb Surgical Inc.
United States	15/999,399	Verb Surgical Inc.
United States	16/020,547	Verb Surgical Inc.
United States	15/476,454	Verb Surgical Inc.
United States	15/785,341	Verb Surgical Inc.
United States	15/785,331	Verb Surgical Inc.
United States	15/624,579	Verb Surgical Inc.
United States	15/725,093	Verb Surgical Inc.
United States	15/785,291	Verb Surgical Inc.
United States	15/706,536	Verb Surgical Inc.
United States	15/706,582	Verb Surgical Inc.
United States	15/706,585	Verb Surgical Inc.
United States	15/803,659	Verb Surgical Inc.
United States	15/803,665	Verb Surgical Inc.
United States	15/803,668	Verb Surgical Inc.
United States	15/836,420	Verb Surgical Inc.
United States	15/724,185	Verb Surgical Inc.
United States	15/849,419	Verb Surgical Inc.
United States	16/418,722	Verb Surgical Inc.
United States	16/384,514	Verb Surgical Inc.



United States	15/473,210	Verb Surgical Inc.
United States	15/983,946	Verb Surgical Inc.
United States	15/717,599	Verb Surgical Inc.

**Schedule B
to Intellectual Property Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

DESCRIPTION/LOGO	MARK	COUNTRY	STATUS	APPLICATION/ REGISTRATION NO.	OWNER
	Color Design	United States	Pending	Application No. 87366716	Verb Surgical Inc.
This mark consists of standard characters without claim to any particular font style, size, or color.	VERB	United States	Pending	Application No. 87636448	Verb Surgical Inc.
This mark consists of standard characters without claim to any particular font style, size, or color.	VERB	United States	Pending	Application No. 87636461	Verb Surgical Inc.
This mark consists of standard characters without claim to any particular font style, size, or color.	VERB	United States	Pending	Application No. 87636468	Verb Surgical Inc.
This mark consists of standard characters without claim to any particular font style, size, or color.	VERB	United States	Pending	Application No. 87636477	Verb Surgical Inc.
This mark consists of standard characters without claim to any particular font style, size, or color.	VERB	United States	Pending	Application No. 87636486	Verb Surgical Inc.
This mark consists of standard characters without claim to any particular font style, size, or color.	VERB INSIGHTS	United States	Pending	Application No. 87362052	Verb Surgical Inc.

The mark consists of standard characters without any claim to any particular font style, size, or color.	VERB SURGICAL	United States	Pending	Application No. 86812201	Verb Surgical Inc.
The mark consists of standard characters without any claim to any particular font style, size, or color.	VERB SURGICAL	United States	Pending	Application No. 86812203	Verb Surgical Inc.
The mark consists of standard characters without any claim to any particular font style, size, or color.	VERB SURGICAL	United States	Pending	Application No. 86812171	Verb Surgical Inc.
	VERB SURGICAL & Design	United States	Pending	Application No. 87073054	Verb Surgical Inc.