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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM542953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROCEPT BIOROBOTICS CORPORATION		09/25/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	OXFORD FINANCE LLC
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4384177	AQUABEAM
Registration Number:	4388385	THE POWER OF WATER AND LIGHT
Registration Number:	4372849	AQUABLATION
Registration Number:	4388608	AQUABLATOR
Registration Number:	4415415	PROCEPT BIOROBOTICS
Registration Number:	4576963	AQUABLADE
Registration Number:	4581471	
Registration Number:	4846848	THE POWER OF WATER
Serial Number:	87620770	AQUACISION
Serial Number:	87620785	AQUATHETER
Serial Number:	87892222	AQUA
Serial Number:	88579185	PROCEPT BIOROBOTICS
Serial Number:	88579192	AQUABLATION
Serial Number:	88579198	AQUABEAM

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK REEL: 006757 FRAME: 0485

900517144

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1134240 TM
NAME OF SUBMITTER:	David Hackett
SIGNATURE:	/David Hackett/
DATE SIGNED:	09/27/2019

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 25, 2019, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("Oxford"), as collateral agent (in such capacity, "Collateral Agent"), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a "Lender" and collectively, the "Lenders"), and PROCEPT BIOROBOTICS CORPORATION, a California corporation with offices located at 900 Island Drive, Suite 210, Redwood City, California 94065 ("Grantor").

RECITAL

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Collateral Agent, Lenders and Grantor dated as of date hereof (as the same may be, and may have been, amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of 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 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");
- (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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"); provided, however that Trademarks shall not include any intent-to-use trademarks;

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- (f) 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;
- (g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) 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.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new the Copyrights, Trademarks or Patents of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

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

[Signature page follows.]

2

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.

GRANTOR:
PROCEPT BIOROBOTIC CORPORATION
///
By C.
Name: Kevin Waters
Title: SVP, Chief Financial Officer
Address of Grantor: 900 Island Drive, Suite 210,
Redwood Shore, California 94065
COLLATERAL AGENT AND LENDER:
OXFORD FINANCE LLC
Ву
Name:
Title:

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.

GRANTOR:

PROCEPT BIOROBOTIC CORPORATION

By		***************************************
Name:		Programme and the control of the con
Title:		
Address of Granto	r: 900 Isl	and Drive, Suite 210,
Redwood Shore, C	lalifornia	94065

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC

Name: Coloite H. Peatherly
Title: Senior Vice President

EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

See Attached

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EXHIBIT C

Trademarks

See Attached.

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TRADEMARK REEL: 006757 FRAME: 0498

PROCEPT BioRobotics Corporation

Active Trademark Portfolio (as of August 27, 2019)

Class 10: Medical and surgical devices and instruments, namely, scalpels for ablation, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for ablation, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation	8/13/2013	4,384,177	8/6/2009	77/798,315	Registered	AQUABEAM	United States of America
Class 10: Medical and surgical devices and instruments, namely, scalpels for ablation, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for ablation, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation	8/20/2013	4,388,385	11/2/2009	77/862,569	Registered	United States of THE POWER OF America WATER AND LIGHT	United States or America
Class 10: Medical and surgical devices and instruments, namely, scalpels for cutting, removal, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for cutting, removal, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation	7/23/2013	4,372,849	5/14/2010	85/039,035	Registered	AQUABLATION	United States of America
Class 10: Medical and surgical devices and instruments, namely, scalpels for cutting, removal, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for cutting, removal, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation	8/20/2013	4,388,608	6/21/2011	85/352,098	Registered	United States of AQUABLATOR America	United States or America
Class 10: Medical and surgical devices and instruments, namely, scalpels for cutting, removal, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for cutting, removal, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation	7/29/2014	4,576,963	4/23/2013	85/911,906	Registered	AQUABLADE	United States of AQUABLADE America
Class 10: Medical and surgical devices and instruments, namely, scalpels for ablation, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for ablation, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation	11/3/2015	4,846,848	3/14/2014	86/222,016	Registered	THE POWER OF WATER	United States of America
Class 10: Medical and surgical devices and instruments, namely, scalpels for cutting, removal, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for cutting, removal, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation			9/25/2017	87/620,770	Allowed	AQUACISION	United States of AQUACISION America
Class 10: Medical and surgical devices and instruments, namely, scalpels for cutting, removal, cauterization and hemostasis of tissue; dental devices and instruments, namely, drills and scalpels for cutting, removal, cauterization and hemostasis of tissue.	PROCEPT BioRobotics Corporation			9/25/2017	87/620,785	Allowed	United States of AQUATHETER America	United States o America

United States of America		United States of America	United States of America	United States of America
AQUABLATION		BIOROBOTICS	PROCEPT BIOROBOTICS	United States of PROCEPT Logo America
Pending		Pending	Registered	Registered
88/579,192		88/579,185	85/501,563	85/957,012
8/14/2019		8/14/2019	12/21/2011	6/11/2013
			4,415,415	4,581,471
			10/8/2013	8/5/2014
BioRobeits Corporation		PROCEPT BioRobotics Corporation	PROCEPT BioRobotics Corporation	PROCEPT BioRobotics Corporation
Class 9: Medical workstation comprised of computer hardware and recorded software for gathering and transmitting patient image data for use during surgical procedures; Computer hardware and recorded software for medical imaging apparatus; Recorded computer software for patient medical treatment plan development and implementation Class 10: Surgical devices and instruments; Surgical instruments and apparatus; Surgical resolutions of tissue Class 44: Medical services in the field of surgery, Medical services, namely, heatfree water jet guided surgical therapy; Medical services in the field of surgery medical services in the surgery medical ser	instruments; Surgical instruments and apparatus; Surgical robots; Surgical instruments and medical instruments, medical devices and medical instruments for use in ablation of tissue Class 44: Medical services in the field of surgery, Medical services, namely, heat-free water jet guided surgical therapy; Medical services in the field of ablation of tissue	Class 9: Medical workstation comprised of computer hardware and recorded software for gathering and transmitting patient image data for use during surgical procedures; Computer hardware and recorded software for medical imaging apparatus; Recorded computer software for patient medical treatment plan development and implementation Class 10: Surgical devices and	Class 10: Medical and surgical devices and instruments, namely, scalpels for ablation, cauterization and hemostasis of tissue for urological procedures.	Class 10: Medical and surgical devices and instruments, namely, scalpels for ablation, cauterization and hemostasis of tissue for urological procedures.

												America	United States of AQUABEAN
													AQUABEAM
													Pending
													88/579,198
													8/14/2019
											Corporation	BioRobotics	PROCEPT
Instruments for use in ablation of tissue	instruments, medical devices and medical	apparatus; Surgical Instruments and apparatus; Surgical robots; Surgical	Class 10: Surgical devices and	7	limnlementation	treatment plan development and	computer software for patient medical	for medical imaging apparatus; Recorded	Computer hardware and recorded software	data for use during surgical procedures;	for gathering and transmitting patient image	computer hardware and recorded software	Class 9: Medical workstation comprised of

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