

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zap Medical System Ltd		12/10/2019	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Zap Surgical Systems Inc		
Street Address:	590 Taylor Way		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87088839	ZAP	
Registration Number:	5556274	ZAP	
Registration Number:	5556275	ZAP-X	
Serial Number:	87088857	ZAP SURGICAL SYSTEMS	
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>		
Email:	Relani@Belouslaw.com		
Correspondent Name:	Relani Belous		
Address Line 1:	PO Box 40095		
Address Line 4:	Pasadena, CALIFORNIA 91114		
NAME OF SUBMITTER:	Relani Belous, Attorney for Applicant		
SIGNATURE:	/RBelous/		
DATE SIGNED:	12/14/2019		
Total Attachments: 4			
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OP \$115.00 87088839

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this ^{10th} day of **December, 2019** (the "**Effective Date**") by and between **ZAP Medical System Ltd.**, a corporation duly organized and existing under the laws of the Cayman Islands and having a principal place of business of 190 Elgin Avenue, George Town Grand Cayman, Cayman Islands KY1-9005 ("**Assignor**") and **Zap Surgical Systems, Inc.**, a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 590 Taylor Way, San Carlos, CA 94070 ("**Assignee**").

A. **WHEREAS**, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and service marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, as listed in attached Exhibit A or otherwise using the prefix and/or word "ZAP" (collectively the "**Marks**");

B. **WHEREAS** Assignor owns 100% of the outstanding stock of Assignee;

C. **WHEREAS** Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the Marks symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill as symbolized by and vested in the Marks.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Marks;
- (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
- (iv) there are no liens or security interests or other encumbrances against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or bylaws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown on the attached Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$1.

5. After the Effective Date, Assignor agrees to and shall make no further use of the Marks or any mark confusingly similar thereto (or attempt to register the same), anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any other agreement between the parties.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of San Francisco, California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

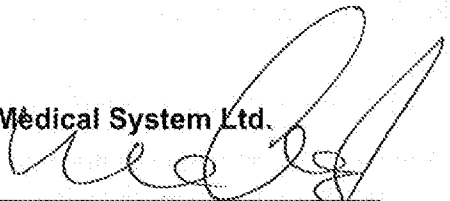
AGREED AND ACCEPTED:

ZAP Surgical Systems, Inc.

By: 

Title: MARK ARNOLD
SVP, MARKETING

Zap Medical System Ltd.

By: 

Title: MARK ARNOLD
SVP, MARKETING

TRADEMARK

REEL: 006816 FRAME: 0850

EXHIBIT "A"
Marks

Trademark	Registration No./Application No	Class(es)	Registration Date
ZAP word mark	5800716	44 & 37	July 9, 2019
ZAP word mark	5556274	10	September 4, 2018
ZAP-X	5556275	10	September 4, 2018
ZAP SURGICAL SYSTEMS	87088857	10	Filed as an intent to use

EXHIBIT "B"
Assignment Form

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Zap Medical System Ltd., a corporation duly organized and existing under the laws of the Cayman Islands and having its principal place of business at 190 Elgin Avenue, George Town Grand Cayman, Cayman Islands KY1-9005 ("**Assignor**") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "**Marks**"); and

WHEREAS, Zap Surgical Systems, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 590 Taylor Way, San Carlos, CA 94070 ("**Assignee**"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

December 10th, 2019

Zap Medical System Ltd.

By: 

Name:

MARK ARNOLD

Title:

SVP, MARKETING