

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHNSON & JOHNSON INNOVATION - JJDC, INC.		02/18/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	VERB SURGICAL INC.		
Street Address:	5490 Great America Parkway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: 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			
Fax Number:	2126983599		
<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>			
Phone:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Alex Tagawa		
Address Line 1:	Dechert llp		

CH \$290.00 87366716

Address Line 2: 1095 AVE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: Project Verb - 135329

NAME OF SUBMITTER: Alex Tagawa

SIGNATURE: /Alex Tagawa/

DATE SIGNED: 02/20/2020

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of February 18, 2020, is made by JOHNSON & JOHNSON INNOVATION – JJDC, INC., as secured party (in such capacity, the “Secured Party”), in favor of Verb Surgical Inc. (the “Grantor”).

W I T N E S S E T H:

WHEREAS, the Grantor, the Secured Party and Verily Life Sciences LLC are parties to that certain Security Agreement, dated as of June 12, 2019 (the “Security Agreement”) and that certain Intellectual Property Security Agreement, dated as of June 12, 2019 (the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement, Grantor pledged and granted to the Secured Party, for the ratable benefit of the Secured Party, a security interest (the “Security Interest”), in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or any time in the future may have acquired any right, title or interest (collectively, the “Intellectual Property Collateral”): (a) all patents 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 then or thereafter 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 trademarks 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 then or thereafter 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 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;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on June 14, 2019 at 049474/0591; and

WHEREAS, the Grantor desires that the Secured Party terminate and release its lien on and Security Interest in and to all right, title and interest in, to and under all of the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.

2. TERMINATION AND RELEASE. The Secured Party hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and Security Interest in and to all right, title and interest in, to and under the Intellectual Property Collateral, and irrevocably reassigns and retransfers to the Grantor all right, title and interest that the Secured Party may have in the Intellectual Property Collateral.

3. RECORDATION. The Secured Party hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

4. FURTHER ASSURANCES. The Secured Party hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or their respective agents or designees) may reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Intellectual Property Collateral.

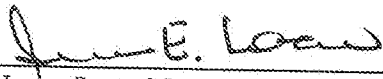
5. APPLICABLE LAW. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

6. COUNTERPARTS. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Release in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has duly executed this Release of Security Interest in Intellectual Property as of the day and year first above written.

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

By: 
Name: Susan Morano
Title: Authorized Representative

[Signature Page - Release of Security Interest in Intellectual Property]


TRADEMARK
REEL: 006868 FRAME: 0639

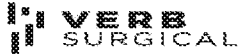
SCHEDULE A – PATENTS AND PATENT APPLICATIONS

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.
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 – 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.