UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): November 4, 2016

INTEGRATED SURGICAL SYSTEMS, INC.
(Exact Name of Registrant as Specified in Charter)

DELAWARE	1-12471	68-0232575
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

5048 Roosevelt Way NE, Seattle, WA	98105
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (310) 526-5000

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction .2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This document contains forward-looking statements, which reflect our views with respect to future events and financial performance. These forward-looking statements are subject to certain uncertainties and other factors that could cause actual results to differ materially from such statements. These forward-looking statements are identified by, among other things, the words “anticipates”, “believes”, “estimates”, “expects”, “plans”, “projects”, “targets” and similar expressions. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date the statement was made. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Important factors that may cause actual results to differ from those projected include the risk factors specified below.

ITEM 2.01 Completion of Acquisition or Disposition of Assets

On October 14, 2016, Integrated Surgical Systems, Inc., a Delaware corporation (“*Integrated*”), entered into a Share Exchange Agreement (the “*Share Exchange Agreement*”) with theMaven Network, Inc., a Nevada corporation (“*theMaven*”) and the shareholders of theMaven, holding all of the issued and outstanding shares of theMaven (collectively, “*theMaven Shareholders*”). The Share Exchange Agreement was amended on November 4, 2016 to include certain newly issued shares of theMaven in the transaction and make related changes to the agreement. The transaction resulted in Integrated acquiring theMaven as a wholly owned subsidiary by the exchange of all of the outstanding securities of theMaven held by theMaven Shareholders for 12,517,151 newly issued shares of the common stock, $0.01 par value (the “*Common Stock*”) of Integrated, representing approximately 56.7% of the issued and outstanding shares of Common Stock immediately after the transaction. We will refer to this transaction as the “Merger.” The Merger was consummated on November 4, 2016, as a result of which theMaven became a wholly owned subsidiary of Integrated (the “*Closing*”).

The Share Exchange Agreement was previously reported in a Current Report on Form 8-K filed on October 17, 2016 with the Securities and Exchange Commission. A copy of the Share Exchange Agreement was filed with that report, as exhibit 10.1.

All of the newly issued Exchange Shares will be subject to a one-year lock-up and do not have any registration rights. The Share Exchange was made on the basis of its being a private placement under Section 4(a)(2) of the Securities Exchange Act of 1933, as amended (the “*Act*”).

The Merger also includes the following material terms and transactions:

- At the Closing: (i) Mr. James C. Heckman, the Chief Executive of theMaven was appointed as a director, and as the Chief Executive and the President of Integrated; (ii) Mr. Ross Levinsohn, a director of theMaven, was appointed as a director of Integrated; (iii) Mr. William Sornsin, the Chief Operating Officer of theMaven, was appointed as the Chief Operating Officer and Secretary of Integrated; and (iv) Mr. Benjamin Joldersma, the Chief Technology Officer of theMaven was appointed as the Chief Technology Officer of Integrated. The current Chief Financial Officer of Integrated, Mr. Gary Schuman, will continue as the Chief Financial Officer of Integrated.

- Each of Messrs. Heckman, Sornsin and Joldersma were employed under new employment agreements with Integrated

- Prior to the Closing, Integrated provided a series of advances for an aggregated amount of approximately $734,000 to theMaven under a promissory note (the “Term Note”). The Term Note was personally guaranteed by an officer of theMaven and secured by a mortgage held by Integrated on certain properties located in the State of Washington and the Province of British Columbia (“Mortgage”) owned by the officer. A portion of the Term Note was guaranteed (“MDB Guarantee”) by MDB Capital Group, LLC (“MDB”). At the Closing, the Term Note was cancelled and the Personal Guarantee, the Mortgage and the MDB Guarantee were terminated.

- MDB acted as an advisor to Integrated in connection with the Merger under an investment banking advisory services agreement dated November 28, 2007, amended on September 12, 2008 and April 15, 2009 (the "Investment Banking Agreement"). Under the Investment Banking Agreement, at the Closing, Integrated paid MDB a cash fee of $54,299 (including $4,299 to reimburse MDB's expenses in connection with the Merger) and issued to MDB and its designees, Messrs. Christopher A. Marlett and Robert Levande a 5-year warrant to purchase 1,169,607 shares of Common Stock, representing 5% of the number of shares of Integrated on a fully diluted basis immediately after the Closing (together the "MDB Warrant"). The MDB Warrant was issued on a private placement basis, to accredited investors under Section 4(a)(2) of the Act. The Common Stock underlying the MDB Warrant is subject to a one-year lock-up commencing on the closing date of the Merger.

  MDB is an affiliate of Integrated by reason of Mr. Christopher Marlett being a director and officer of Integrated and the principal owner, member and officer of MDB and Mr. Robert Levande being a director of Integrated and an affiliate of MDB. Mr. Gary Schuman is the Chief Financial Officer of Integrated and the Chief Financial Officer of MDB.

- MDB, Messrs. Marlett, Levande and Schuman, and Peter Mills, a director of Integrated, all of whom hold restricted securities of Integrated or have rights to obtain securities from Integrated which would be restricted when issued have registration rights to permit them to have their securities included in a registration statement for resale by the holder when filed by Integrated on a piggyback basis and one demand registration right, which demand cannot be exercised for one year after the Closing. The registration rights, however, will not apply if the securities may be sold under Rule 144, without restriction. Integrated is responsible for bearing the costs of any of these acts of registration of the securities. Integrated estimates that currently there are 5,271,725 shares of common stock which may be considered registrable securities. MDB and Messrs. Marlett, Levande, Schuman and Mills have agreed to a one year lock-up of their Integrated securities.

- For indemnification purposes against breaches or non-observance of the representations, warranties and covenants of theMaven Shareholders, 35% of the Exchange Shares will be held in escrow for one year. These shares also may be forfeited if after the Merger the company does not obtain certain milestones within the first year. To the extent that shares are forfeited or used for indemnification purposes, the balance of shares remaining for indemnification or forfeit will be reduced. Integrated has also agreed to issue additional shares of Common Stock to theMaven shareholders in the event of a breach of its representations, warranties and covenants, up to an amount equal in number to those issued in the Merger as Exchange Shares.

Immediately after the Merger there were a total of 22,047,530 shares of Common Stock issued and outstanding and 1,344,607 shares of Common Stock reserved for issuance under outstanding options and warrants.

The acquisition of theMaven will be reported and accounted for as a reverse merger in accordance with Rule 3-05 of Regulation S-X and ASC 805 implemented by a share exchange, whereby theMaven is considered the acquirer for accounting and financial reporting purposes. The capital, share price, and earnings per share amounts in the consolidated financial statements for the period prior to the reverse merger were restated to reflect the recapitalization in accordance with the exchange ratio established in the merger transaction, except as otherwise noted.

Integrated will continue to report its fiscal year as a year ended on December 31.

FORM 10 DISCLOSURE

As disclosed elsewhere in this Current Report, on November 4, 2016, we acquired by means of an exchange of securities the operating company, theMaven, which became a wholly owned subsidiary of Integrated. The two companies after the transaction are referred to herein as "Integrated," "we," "our" or the "company." which is intended to include Integrated on a fully consolidated basis with theMaven as its wholly owned subsidiary, except in those circumstances where the context and reference to "Integrated" or "theMaven" is intended to relate to just the parent company or subsidiary, whether before or after the merger transaction. The combination transaction, by means of a share exchange, described herein, is referred to as the Merger.

Integrated, prior to the Merger, was a shell company, without engaging in any active operations. The completed transaction with theMaven requires Integrated to disclose the information that would be required if Integrated were filing a general form for registration of securities on Form 10. Accordingly, we are providing the information that would be included in a Form 10 if we were to file a Form 10.

Incorporation and History of Integrated Surgical Systems, Inc. ("Integrated") and theMaven Network, Inc. ("theMaven")

Integrated was incorporated in Delaware in 1990. It was founded to design, manufacture, sell and service image-directed, computer-controlled robotic software and hardware products for use in orthopedic surgical procedures. On June 28, 2007, Integrated completed the sale of substantially all of its operating assets. After completion of the sale, the company no longer engaged in any business activities and then commenced to locate a suitable acquisition target to complete a business combination. From June 2007 until the closing of the Merger, Integrated was a non-active "shell company" as defined by regulations of the SEC. As a result of the Merger, on a going forward basis, the company will continue to file its public reports with the SEC on an operating company basis.

theMaven was incorporated in Nevada on July 22, 2016, under the name "Amplify Media, Inc." On July 27, 2016, the corporate name was amended to "Amplify Media Network, Inc." and on October 14, 2016, the corporate name was changed to "theMaven Network, Inc." The business plan of theMaven is to build and operate an exclusive network of professionally managed media channels, each operated by a hand-selected group of experts, reporters, group evangelists and social leaders. theMaven's "Channel Partners" leverage its proprietary, socially-driven, mobile-enabled, video-focused technology platform to engage niche audiences within a single network.

We operate a website at themaven.net, which is currently under development. When in the future our website is completed, information contained on our official website and information about the company on any other personal, viral, social network informational websites or software applications, do not constitute part of this report or future reports.

The business office was located at 2425 Cedar Springs Road, Dallas, Texas, 75201 until the closing of the Merger when it was changed to 5048 Roosevelt Way NE, Seattle, WA 98105. Management, software development and operations activities are conducted at 200 1st Ave. West, Suite 230, Seattle, WA 98119. The current telephone number is (775) 600-2765.

The company engaged MDB as its investment banking firm and financial advisor in connection with the Merger under the Investment Banking Agreement. Under the engagement MDB is entitled to cash and equity based compensation in connection with it finding an acquisition candidate. The cash amount and number of shares under the warrant are to be based on the transaction value. MDB is provided expense reimbursement in connection with a transaction. MDB is a company controlled by Mr. Christopher Marlett, one of our directors and officers and employs Mr. Robert Levande, one of our directors, and Mr. Gary Schuman, another of our officers. The term of the Investment Banking Agreement is currently indefinite, but may be terminated upon thirty days advance notice by either party.

The shares of Common Stock is traded in the over-the-counter market, under the trading symbol "ISSM." Historically the frequency of trades and the volume of trading has been low, and there can be no assurance that an active or sustained public market for our shares will develop.

Integrated is authorized to issue 100,000,000 shares of Common Stock. It has issued a total of 22,047,530 shares of Common Stock as of November 4, 2016, which includes the shares issued to acquire theMaven. In addition, Integrated also is authorized to issue 1,000,000 shares of preferred stock, of which 168 shares of Series G Preferred Stock are issued and outstanding. Integrated also has issued warrants and options to acquire 1,344,607 shares of Common Stock, which may be exercised from time to time for up to the next five years, some of which have cashless exercise rights and all of which have registration rights. Approximately 17,788,876 of the outstanding shares of Common Stock and shares of Common Stock underlying outstanding warrants and options are subject to a one year lock up. Additionally, all the shares of Common Stock issued to the acquire theMaven are subject to employment related repurchase rights which extend until mid-2018 and escrow provisions for a period of one year for indemnification and milestone achievement purposes under the Share Exchange Agreement.

Integrated, although it has about $1,399,000 of working capital as of September 30, 2016, will require additional financing to be able to continue to operate and pursue its product development and, market launch. It has no current agreements for additional financing at this time, and if it is offered financing opportunities, they may be on terms that are not acceptable to management. Without sufficient funding and working capital, the company may have to severely curtail its operations or cease operations altogether. As a result of not having sufficient working capital and financial resources, unless the company financial condition changes, the independent reviewing auditor of the company has indicated that the interim financial reports of the company should be issued assuming a going concern basis and any audit report will contain an explanatory paragraph that it is provided assuming a going concern basis.

theMaven Overview

theMaven Business

Although theMaven was founded in 2016, its founding team worked on a variety of digital media platforms, with the common thread of achieving economies of scale by assembling a network of publishers, covering particular niche media interests, on a unified technology and business platform. One of the founders and the Chief Executive Officer of theMaven, Mr. James C. Heckman, created the first version of this model in 1991, leveraging early digital technology for NFL teams for “NFL Exclusive,” and later founded Rivals.com, which is still operated today by Yahoo!. theMaven’s founders have worked together since 1999, building many different socially focused, single platform media models, including Scout.com, Rivals.com, Rivals.net (Europe), Zazzle, and 5to1.com.

Based on their prior experience, the founders established theMaven as an entirely new enterprise to build and operate an exclusive network of professionally managed media channels and interest groups, each operated by a hand-selected group of experts, reporters, group evangelists and social leaders as “Channel Partners.” These Channel Partners will be able to leverage theMaven’s proprietary, socially-driven, mobile-enabled, video-focused technology platform to engage niche audiences within a single network (“*theMaven Platform*”).

We believe that our media model will appeal to the users and subscribers of theMaven Platform in a way similar to how the model has previously appealed to sports fans in its founders’ previous ventures. theMaven Platform intends to appeal to professional publishers who currently struggle to monetize on their existing platforms, or are operating with less-than-world-class features in one or more areas (mobile, video, community, etc.). The consumer-facing product of theMaven Platform will be made available on the web and as iOS (Apple) and Android mobile applications.

Once launched, we believe that there will be two primary revenue sources, one of which will be online advertising/sponsorships and one of which will be paid memberships (subscriptions). We expect that advertising/sponsorships will be sold primarily by theMaven and/or major media partner(s) to companies to promote their brands, products and services, amplify their visibility and to target an audience based on the professionally managed media channels and interest groups on theMaven Platform. At this stage of the company’s development, operations primarily consist of software development, building a “target” list of selective, invite-only “Channel Partners,” and reaching out to those “Channel Partners” for discussion. The management team has extensive experience in the past building partner networks, but it will take time and further development of the technology platform to begin securing these partners.

Currently, we do not have any customers as we are still in the development stage of our business and establishing a customer base.

Technology and Intellectual Property

We plan to incorporate state-of-the-art mobile, video, communications, social, notifications and other technology into its theMaven Platform, including modern DevOps processes with continuous integration/continuous deployment and an entirely cloud-based back-end. The software engineering team is experienced at delivering service at extreme scale, drawing upon years of experience at Google™, Yahoo!™, and Microsoft ™ among other companies. We plan to develop theMaven Platform software by combining proprietary code with components from the open-source community, plus select commercial services. To the extent it is able and given the limited financial resources at its disposal, management is investing in core technical competencies to be able to do more product development.

We believe that innovation is one of the keys to its competitiveness and will be necessary for future sustained growth. Currently, theMaven relies on the confidentiality of its operations, proprietary know-how and business secrets. All theMaven employees have entered into confidentiality agreements and it considers its employees' work to be proprietary and owned by theMaven. There can be no assurance that theMaven will be able to enforce its rights if they are improperly taken by theMaven's employees or adopted by its competitors without the approval of theMaven.

In the future, when necessary, we will take additional steps to protect its intellectual property interests under the laws of the United States and the jurisdictions in which it intends to operate. In the future, we plan to protect theMaven intellectual property in appropriate market segments. As the business develops, we plan to develop specific trademarks for our products and seek registration of those marks with government authorities for their protection. We also plan to seek opportunities to obtain patent protections. We do not currently hold any registered trademarks or patents.

Seasonality

Once we are providing services to our customer base, we do not expect to experience any seasonality in our operations, other than typical media company ad/sponsorship sales seasonality, which is strong in the fourth quarter and slower in the first quarter.

Competition

Currently theMaven believes that there are dozens of competitors delivering niche media content on the web and on mobile devices. All those competitors use mobile alerts, invest heavily in video and leverage social media. We believe that theMaven has developed distribution, production and technology tactics that have proven in the past to be highly engaging and effective for its particular model, which organizes channels into interest groups, led by its expert partners – the "Channel Partners."

The web provides unlimited access to the market by niche or general media companies, so there are a large number and variety of direct competitors of theMaven competing for audience and ad dollars. The general business of online media, combined with some level or method of leveraging community attracts many potential entrants, and in the future there may be strong competitors that will compete with theMaven in general or in selected markets. These and other companies may be better financed and be able to develop their markets more quickly and penetrate those market more effectively. Below if a list of possible competitors/substitutes and categories:

- Vice – niche content, leveraging social, mobile and video
- Buzzfeed – socially enabled content

- Business Insider – expert, niche content, leveraging social, mobile and video
- WordPress, YouTube, Twitter, Facebook – open platform to all, also includes experts and professionals
- Medium - publishing
- Reddit – community, UBC focused, including delivery of niche content
- Affiliate “networks” such as Liberty Alliance – publishing, advertising
- Fortune, CNN, Yahoo!, Google, et al - all major media companies are investing in deep content for users and leveraging social media in their own way, to reach and engage users more effectively

We anticipate that theMaven will compete on the basis of its technology, ease of use, value delivered to both consumers and “Channel Partners,” and platform evolution through a continuing development program. We believe that theMaven methods, technology and experience will enable it to compete for a material amount of market share of media dollars and subscription revenue. We also believe theMaven will rapidly establish a reputation for its business, distribution and technology methods within selected initial markets, which can be enhanced over time as theMaven gains customer awareness and channel partner success. Concurrent with the growth of its customer base, we believe theMaven will develop brand awareness, which translates to sponsorship support, and will obtain data from its users that will allow theMaven to expand our its content and advertising offerings.

The competitive position of theMaven may be seriously damaged if it cannot maintain and obtain patent protection for important differentiating aspects of its products or otherwise protect its intellectual property rights in its technology. theMaven relies on a combination of contracts, patent and trade secret laws to establish and protect its proprietary rights in its technology. However, it may not be able to prevent misappropriation of its intellectual property, its competitors may be able to independently develop similar technology and the agreements it enter into to protect its proprietary rights may not be enforceable.

Research and Development

We believe that innovation is one of the keys to our competitiveness, and innovation will be necessary for future sustained growth. To the extent it is able, given the limited financial resources at our disposal, the company is investing in core technical competencies to be able to do more product development. Furthermore, we will file to protect our intellectual property in appropriate market segments.

In the period since its inception on July 22, 2016 through September 30, 2016, theMaven has spent $307,102 on research and development, and it expects that in future periods it will continue to use a substantial amount of its financial resources for research and development of its platform and products.

Employees

At the time of this report, the company had sixteen full-time employees, of which four were in senior executive positions, eight were in software development/test/operations, two were in business/network development and one was in user experience/design. None of the employees are covered by any collective bargaining agreement. In the future, theMaven expects to expand its management employees for financial compliance, and add operational employees as the channel partner network expands. Its future success will depend in part on its ability to continue to attract, retain and motivate highly qualified technical and management personnel.

Government Regulations

Our operations, once commenced in the public sphere will be subject to a number of U.S. federal and state laws and regulations that involve privacy, rights of publicity, data protection, content regulation, intellectual property, or other subjects. Many of these laws and regulations are still evolving and being tested in courts and could be interpreted in ways that could harm our business. In addition, the application and interpretation of these laws and regulations often are uncertain, particularly in the new and rapidly evolving industry in which we operate.

A number of government authorities, both in the United States and abroad, and private parties are increasing their focus on privacy issues and the use of personal information. Most states have enacted some form of data privacy legislation, including data breach notification laws, and laws penalizing the misuse of personal information in violation of published privacy policies. Certain states have also enacted legislation requiring certain encryption technologies for the storage and transmission of personally identifiable information, including credit card information, and more states are considering laws for or have enacted laws about information security regulations and may require the adoption of written information security policies that are consistent with state laws if businesses have personal information of residents of their states. Data privacy and information security legislation also is being considered at the federal level, among other statutes and regulations concerning privacy of individuals and use of internet and market information. In the United States the FTC and attorneys general in several states have oversight of business operations concerning the use of personal information and breaches of the privacy laws under existing consumer protection laws. In particular, an attorney general or the FTC may examine privacy policies to ensure that a company fully complies with representations in the policies regarding the manner in which the information provided by consumers and other visitors to a website is used and disclosed by the company and the failure to do so could give rise to a complaint under state or federal unfair competition or consumer protection laws. We will have to review our privacy policies and our overall operations on a regular basis to assure compliance with applicable U.S. federal and state laws, and to the extent applicable, any foreign laws. Our business could be adversely affected if new regulations or decisions regarding the storage, transmission, use and/or disclosure of personal information are implemented in such ways that impose new or additional technology requirements on us, limit our ability to collect, transmit, store and use the information, or if government authorities or private parties challenge our privacy practices that result in restrictions on us, or we experience a significant data or information breach which would require public disclosure under existing notification laws and for which we may be liable for damages or penalties.

The United States Congress enacted the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, or CAN-SPAM, regulating “commercial electronic mail messages” (i.e., e-mail), the primary purpose of which is to promote a product or service. The FTC has promulgated various regulations applying CAN-SPAM and has enforcement authority for violations of CAN-SPAM. Any entity that sends commercial e-mail messages for itself and clients, and those who re-transmit such messages, must adhere to the CAN-SPAM requirements. Violations of its provisions may result in civil money penalties and criminal liability. Compliance with these provisions may limit our ability to send certain types of e-mails on our own behalf and on behalf of our advertising clients. While we intend to operate our businesses in a manner that complies with the CAN-SPAM provisions, we may not be successful in so operating. If it turns out we have violated the provisions of CAN-SPAM we may face enforcement actions by the FTC or FCC or face civil penalties, either of which could adversely affect our business.

In addition to the federal CAN-SPAM regulations, many states have comparable legislation. There have been a number of cases brought as class actions based on the federal and state statutes. At the state level the courts have tended to decide in favor of the plaintiffs and awarded substantial damages. An award of damages, at either the federal or state level could have a detrimental impact on our financial results.

Social networking websites are under increased scrutiny. Legislation has been introduced on the state and federal level that could regulate social networking websites. Some rules call for more stringent age-verification techniques, attempt to mandate data retention or data destruction by Internet providers, and impose civil and/or criminal penalties on owners or operators of social networking websites.

The FTC regularly considers issues relating to online behavioral advertising and has issued reports containing a new set of “guidelines” for industry self-regulation. The FTC’s reports and issue consideration may result in future regulation at the federal and state levels of the collection and use of online consumer data, which could potentially place restrictions on our ability to utilize our database and other marketing data on our own behalf and on behalf of our advertising clients, which may adversely affect our business.

Legislation concerning the above described online activities has either been enacted or is in various stages of development and implementation in other countries around the world and could affect our ability to make our websites available in those countries as future legislation is made effective. It is possible that state and foreign governments might also attempt to regulate our transmissions of content on our website or prosecute us for violations of their laws.

Governments of states or foreign countries might attempt to regulate our transmissions or levy sales or other taxes relating to our activities even though we do not have a physical presence and/or operate in those jurisdictions. As our platforms, products and advertisement activities are available over the Internet anywhere in the world, multiple jurisdictions may claim that we are required to qualify to do business as a foreign corporation in each of those jurisdictions and pay various taxes in those jurisdictions.

Property

theMaven currently subleases approximately 1,500 square feet for its executive offices and operational facilities on a month-to-month basis at 5048 Roosevelt Way NE, Seattle, WA 98105. Management, software development and operations activities are conducted at 200 1st Ave. West, Suite 230, Seattle, WA 98119. The annual lease payments aggregate to approximately $54,000. The company believes that the rates it is paying under its property lease are competitive in the Seattle real estate market, and it would be able to find comparable lease properties in the event it changed locations.

Available Information

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed or furnished pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are available free of charge after we electronically file or furnish it to the SEC. The public may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically. We assume no obligation to update or revise forward looking statements in this Current Report on Form 8-K, whether as a result of new information, future events or otherwise, unless we are required to do so by law.

RISK FACTORS

Because we are an early growth company, we face many obstacles as a new venture, and therefore we may never be able to fully execute our business plan. We were incorporated in July 2016. To date, we have focused on research and development and initial business development efforts. We have no revenues to date and do not anticipate any until later in 2017 at the earliest. If we are not able to develop our revenues, obtain additional working capital as needed from time to time, and achieve market acceptance for our technology platform, we will have to reduce or curtail our business operations. In such case, investors will lose all or a portion of their investment.

Because our business and marketing plans may be unsuccessful, we may not be able to continue operations as a going concern. Our ability to continue as a going concern is dependent upon our generating cash flow that is sufficient to fund operations or finding adequate financing to support our operations. Currently, we have had no revenues and have relied entirely on equity financing and loans from our shareholders and related. Our platform and product development objectives and our business and marketing plans may not be successful in achieving a sustainable business and generating revenues. We have no arrangements in place for sufficient financing to be able to fully implement our business plan. If we are unable to continue as planned currently, we may have to curtail some or all of our business plan and operations. In such case, investors will lose all or a portion of their investment.

We currently have been generating operating losses, and we may never achieve profitability. We have had and we expect to continue to have losses in the near term and will rely on capital funding or borrowings to fund our operations. To date, such capital funding has been limited in amount. We cannot predict whether or not we will ever become profitable or be able to continue to find capital to support our development and business plan.

We have a limited operating history, which makes it difficult to forecast whether or not our business will be successful. Since founding of theMaven in July 2016, the management team has focused entirely on the company's platform development and product strategy and hiring technological talent. Accordingly, we have only a limited operating history in the development stage and no market oriented operations; this limited operating experience makes it difficult to forecast our future operating results. Our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in an early stage of development and product introduction, particularly companies engaged in rapidly evolving technology offerings and markets. There can be no assurance that we will be successful in addressing these risks and keeping pace with developments, and the failure to do so could have a material adverse effect on our business, operating results and financial condition.

Our operating results may be variable, and therefore our future prospects may be difficult for investors and analysis to assess. Our operating results are likely to fluctuate significantly in the future due to a variety of factors. Due to the potential breadth of the markets in which we plan to deploy our platform and seek market acceptance and our limited operating history, we believe it will be difficult to accurately forecast our revenues and operating results in our market launch phases. Factors that may slow or harm our business or cause our operating results to fluctuate include the following:

- The market acceptance of, and demand for, our products;
- Our inability to attract new members or maintain existing members satisfaction at a reasonable cost;
- The revenue based on our technology;
- Changes in alternative technologies, industry standards and customer or end user preferences;
- The length of our advertising and membership sales cycles;
- The timing of customer payments and payment defaults by customers;
- Our inability to attract and retain key personnel, including experienced software developers;
- A gain or loss of significant customers and publishers or their confidence in our platform;
- Software design, development and operational defects and other quality problems;
- Significant security breaches, technical difficulties, or interruptions to our technology platform;
- Economic conditions affecting our potential customers;
- Extraordinary expenses such as litigation;
- The number, timing and significance of product enhancements and new product introductions by competitors; and
- Our failure to increase sales and or penetrate new markets

Any change in one or more of these factors, as well as others, could cause our annual or quarterly operating results to fluctuate. Any change in one or more of these factors could reduce our gross margins in future periods.

The market in which we participate is intensely competitive, and if we do not compete effectively, our operating results could be harmed. There are many players in the digital media market. The market offerings range from groups of similar media to some that are unique, but quickly replicatable. Our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, customer and user requirements and trends. With the introduction of new technologies, the evolution of our platform, and new market entrants, we expect competition to intensify in the future. Some of our current and potential competitors have substantially greater financial, technical, marketing, distribution and other resources than we do. As a result, they may be able to respond more rapidly than we can to new or changing opportunities, technologies, standards or customer requirements. In addition, our customers and strategic partners may become competitors in the future. Certain of our competitors may be able to negotiate alliances with strategic partners on more favorable terms than we are able to negotiate. Pricing pressures and increased competition generally could result in reduced sales, reduced margins, losses, or the failure of our platform to achieve or maintain more widespread market acceptance, any of which could adversely affect our revenues and operating results.

We are dependent upon the acceptance of theMaven platform. The market for our media platform is constantly evolving and is characterized by rapid change and competitor entrants. Our future operating results depend on the development and growth of the market for our media platforms. We intend to spend considerable resources educating potential channel partners and the ultimate users about our platforms. However, we cannot provide assurance that such expenditures will enable our platform to achieve or maintain any significant degree of market acceptance.

We may have difficulty managing our growth. As we approach the launch of our technology platform, we expect to add channel partner and end-user support capabilities, to continue software development activities and to expand our administrative operations. This expansion is expected to place a significant strain on our management, operational and financial resources. To manage any further growth, we will be required to improve existing, and implement new, operational, customer service and financial systems, procedures and controls and expand, train and manage our growing employee base. We also will be required to expand our finance, administrative, technical and operations staff. There can be no assurance that our current and planned personnel, systems, procedures and controls will be adequate to support our anticipated growth, that management will be able to hire, train, retain, motivate and manage required personnel or that our management will be able to successfully identify, manage and exploit existing and potential market opportunities. If we are unable to manage growth effectively, our business could be harmed.

The strategic relationships that we may be able to develop and on which we may come to rely may not be successful. We will seek to develop strategic relationships with advertising, media, technology and other companies to enhance the efforts of our market penetration, business development, and advertising sales revenues. These relationships are expected to, but may not, succeed. There can be no assurance that these relationships will develop and mature, or that potential competitors will not develop more substantial relationships with attractive partners. Our inability to successfully implement our strategy of building valuable strategic relationships could harm our business.

If our efforts to attract and retain users are not successful, our business will be adversely affected. We are currently developing our platforms and do not yet have any users of our services. In the future, our ability to attract users will depend in part on our ability to provide our users with unique and focused content choices. The relative service levels, content offerings, pricing and related features of competitors to our service and products may adversely impact our ability to attract and retain users. If users do not perceive our service offering to be of value, we may not be able to attract and retain users and may not be able to get any revenue from paid membership. Furthermore, if we cannot build a meaningful membership base, we may not be able to engender interest from potential advertisers and generate any revenue from advertising and sponsorship. Even if we can successfully attract users to subscribe for our services, users will be able to cancel our service for many reasons. We must continually add new users both to replace canceled memberships and to grow our business beyond then current user base. If we are unable to successfully attract users, our business will be adversely affected.

The sales and payment cycle for online advertising is long, and such sales may not occur when anticipated or at all. The decision process is typically lengthy for brand advertisers and sponsors to commit to online campaigns. Some of their budgets are planned a full year in advance. The decision process for such purchases is subject to delays and aspects that are beyond our control. In addition, some advertisers/sponsors take months after the campaign runs to pay, and some may not pay at all, or require partial “make-goods” based on performance. As we have not commenced substantive approaches to the Channel Partners, we cannot yet determine the terms of use they will demand or their payment behavior. Any delay or loss in sales of online advertising could adversely affect our operating results.

The sales cycle for paid memberships may be longer than currently anticipated. We anticipate selling the memberships directly to consumers via online methodologies. It may take longer than we currently anticipate to start generating a significant volume of subscribers. We understand that we will have to convince consumers to purchase memberships, which in turn will depend on their perception of the value provided by our channel partners’ content and communities. Such value perception is subject to aspects that are beyond our control. Sales will usually be through online credit card transactions; these types of transactions are subject to chargebacks and cancellations that may reduce revenues. Any delay in generating membership sales or losses in sales of online memberships could adversely affect our operating results.

We are dependent on the continued services and on the performance of our senior management and other key personnel. The loss of the services of any of our executive officers, such as Messrs. Heckman, Sornsin and Joldersma or other key employees could have a material adverse effect on our business, operating results and financial condition. Although we have employment contracts with our key personnel, these are at will employment agreements, albeit with non-competition and confidentiality provisions and other rights typically associated with written agreements. We also depend on our ability to identify, attract, hire, train, retain and motivate other highly skilled technical, managerial, sales, operational, business development and customer service personnel. Competition for such personnel is intense, and there can be no assurance that we will be able to successfully attract, assimilate or retain sufficiently qualified personnel. The failure to attract and retain necessary skilled personnel could have a material adverse effect on our business, operating results and financial condition.

Our revenues could decrease if our platforms do not operate as intended. Our platform technologies will perform complex functions and are vulnerable to undetected errors or unforeseen defects that could result in a failure to operate or inefficiency. There can be no assurance that errors and defects will not be found in current or new products or, if discovered, that we will be able to successfully correct them in a timely manner or at all. The occurrence of errors and defects could result in loss of or delay in revenue, loss of market share, failure to achieve market acceptance, increased development costs, diversion of development resources and injury to our reputation or damage to our efforts to build brand awareness.

Interruptions or performance problems associated with our technology and infrastructure may adversely affect our business and operating results. Our growth will depend in part on the ability of our users and channel partners to access our technology platform at any time and within an acceptable amount of time. We believe that our platform is proprietary, and we rely on the expertise of members of our engineering, operations, and software development teams for their continued performance. It is possible that once theMaven platforms are up and running, we may experience performance problems due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, capacity constraints due to an overwhelming number of users accessing our platform software simultaneously, denial of service attacks, or other security related incidents. Until we have operating experience, we may not be able to identify the cause or causes of any performance problems within an acceptable period of time. It may be that it will be difficult to maintain and/or improve our performance, especially during peak usage times and as our platform becomes more complex and our user traffic increases. If our platform software is unavailable or if our users are unable to access it within a reasonable amount of time or at all, our business would be negatively affected. Therefore, in the event of any of the factors described above, or certain other failures of our infrastructure, partner or user data may be permanently lost. Moreover, we expect our channel partner agreements to include service level standards that obligate us to provide credits or termination rights in the event of a significant disruption in our platform. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed, and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be adversely affected.

Real or perceived errors, failures, or bugs in our technology platforms could adversely affect our operating results and growth prospects. Because our technology platform will be complex, undetected errors, failures, vulnerabilities, or bugs may occur, especially when updates are deployed. Despite testing by us, errors, failures, vulnerabilities, or bugs may not be found in our technology platform until after they are deployed to our customers. We expect from time to time to discover software errors, failures, vulnerabilities, and bugs in our technology platforms and anticipate that certain of these errors, failures, vulnerabilities, and bugs will only be discovered and remediated after deployment to channel partners and used by subscribers. Real or perceived errors, failures, or bugs in our software could result in negative publicity, loss of or delay in market acceptance of our technology platforms, loss of competitive position, or claims by channel partners or subscribers for losses sustained by them. In such an event, we may be required, or may choose, for customer relations or other reasons, to expend additional resources in order to help correct the problem.

If we are unable to develop and maintain successful relationships with channel partners/publishers, our business, operating results, and financial condition could be adversely affected. We believe that growth in our business is dependent upon identifying, developing, and maintaining strong relationships with channel partners that can drive substantial revenue by delivering strong content and communities to end users. If we fail to identify channel partners that provide the right content and foster the communities we need for growth and branding, in a timely and cost-effective manner, or at all, or are unable to assist our channel partners in delivering great content and communities that drive both advertising and membership/subscription revenue, our business, results of operations, and financial condition could be adversely affected. If our channel partners do not effectively deliver great content and communities, or fail to meet the needs of end users, our reputation and ability to grow our business may also be adversely affected.

If the protection of trademark, brands and other proprietary rights is inadequate, we could lose our proprietary right, suffer a diminution of reputations and experience a loss of revenues. Our success significantly depends on our proprietary technology. We rely on a combination of copyright, trademark and trade secret laws, employee and third-party non-disclosure and invention assignment agreements and other methods to protect our proprietary technology. Despite these precautions, it may be possible for unauthorized third parties to copy portions of our products or reverse engineer or obtain and use information that we regard as proprietary. There can be no assurance that our platforms will be protectable by patents, but if they are, any efforts to obtain patent protection that is not successful may harm our business in that others will be able to use our technologies. For example, previous disclosures or activities unknown at present may be uncovered in the future and adversely impact any patent rights that we may obtain. In addition, the laws of some foreign countries do not protect proprietary rights to the same extent as do the laws of the United States. There can be no assurance that the steps taken by us to protect our proprietary rights will be adequate or that third parties will not infringe or misappropriate our trademarks, copyrights and similar proprietary rights. If we resort to legal proceedings to enforce our IP rights, those proceedings could be expensive and time-consuming and could distract our management from our business operations.

The brand theMaven and any related trademarks will be an important part of our sales effort. We believe that establishing and maintaining the theMaven brand name and any related trade and service marks will be important to our success and crucial in gaining new users and new channel partners/publishers. The importance of brand recognition may increase as a result of established and new competitors offering service and products similar to ours. To the extent we are able, with our limited funding and personnel, we intend to increase our marketing and branding expenditures in an effort to increase awareness of theMaven. If our brand-building strategy is unsuccessful, these expenses may never be recovered, we may be unable to obtain sponsorship or generate any revenue, and our business could be harmed.

Intellectual property claims against us can be costly and could impair our business. We cannot predict whether third parties will assert claims of infringement against us, or whether any future assertions or prosecutions will harm our business. Although we take significant steps to make sure that our technologies do not infringe on the rights of others, as our employees have worked in our industry for many years, there is always the possibility that another person or company may assert that we have built on their proprietary rights. If we are forced to defend against any such claims, whether they are with or without merit or are determined in our favor, we may face costly litigation, diversion of technical and management personnel, or product launch delays, any of which could adversely impact our business. As a result of such a dispute, we may have to develop non-infringing technology or enter into royalty or licensing agreements. Such royalty or licensing agreements, if required, may be unavailable on terms acceptable to us, if at all. If there is a successful claim of intellectual property infringement against us and we are unable to develop non-infringing technology or to license the infringed or similar technology on a timely basis, our business could be impaired.

We will be subject to a wide range of privacy laws and other internet laws. A number of government authorities, both in the United States and abroad, and private parties are increasing their focus on privacy issues, the use of personal information, market collection data and activities that might be considered spam. Enforcement may be by state attorney general offices and federal prosecutors acting under a wide range of state and federal laws about privacy, data collection and use of the internet in certain ways, some of which laws may be applicable to us through our users and clients, such as our advertisers, within our communities. Some laws require encryption systems which may make our operations more costly to develop and monitor for continuing compliance. Overall, all of these laws will require substantial compliance efforts, which will be at an economic cost to us. If we violate these laws, we may be subject to monetary penalties and other civil fines. Some statutes may have criminal liability associated with violations. These laws are under constant review and amendment or addition as issues are seen to develop as the internet continues to become a more active part of the way we do business and interact. Our business could be adversely affected if there are new laws and regulations or decisions that are restrictive or impose difficult or expensive operations processes regarding the storage, transmission, use and/or disclosure of personal information and use of the social media aspects of our platforms and products or otherwise affect our users, advertisers and media partners. We cannot currently indicate what new legislation or regulation that might be that would impose new or additional technology requirements on us, limit our ability to collect, transmit, store and use the information, or if government authorities or private parties challenge our privacy and business practices.

Prior employers of our employees may assert violations of past employment arrangements. Our employees are highly experienced, partly because they have worked in our industry for many years; prior employers may try to assert that our employees are breaching restrictive covenants and other limitations imposed by past employment arrangements. We believe that all of our employees are free to work for us in their various capacities and have not breached past employment arrangements. Notwithstanding our care in our employment practices, a prior employer may assert a claim. Such claims will be costly to contest and highly disruptive to our work environment, and may result in a detrimental effect on our operations.

Our products may require availability of components or known technology from third parties and their non-availability can impede our growth. We license/buy certain technology integral to our products from third parties, including open-source and commercially available software. Our inability to acquire and maintain any third-party product licenses, or integrate the related third-party products into our products in compliance with license arrangements, could result in delays in product development until equivalent products can be identified, licensed and integrated. We also expect to require new licenses in the future as our business grows and technology evolves. We cannot provide assurance that these licenses will continue to be available to us on commercially reasonable terms, if at all.

Government regulations may increase our costs of doing business. The adoption or modification of laws or regulations relating to online media, communities, commerce, security and privacy could harm our business, operating results and financial condition by increasing our costs and administrative burdens. It may take years to determine whether and how existing laws such as those governing intellectual property, privacy, security, libel, consumer protection and taxation apply. Laws and regulations directly applicable to Internet activities are becoming more diverse and prevalent in all global markets. We must comply with regulations in the United States, as well as any other regulations adopted by other countries where we may do business. The growth and development of Internet content, commerce and communities may prompt calls for more stringent consumer protection laws, privacy laws and data protection laws, both in the United States and abroad, as well as new laws governing the taxation of these activities. Compliance with any newly adopted laws may prove difficult for us and may harm our business, operating results and financial condition

We will require additional capital in the future, which may not be available on terms acceptable to us, or at all. Our future liquidity and capital requirements will depend upon numerous factors, including the success of our offerings and competing technological and market developments. We will to need to raise funds through public or private financings, strategic relationships or other arrangements. There can be no assurance that such funding, if needed, will be available on terms acceptable to us, or at all. Furthermore, any equity financing will be dilutive to existing stockholders, and debt financing, if available, may involve restrictive covenants that may limit our operating flexibility with respect to certain business matters. Strategic arrangements, if necessary to raise funds, may require us to relinquish our rights or grant licenses to some or substantial parts of our intellectual property. If funds are raised through the issuance of equity securities, the percentage ownership of our stockholders will be reduced, stockholders may experience additional dilution in net book value per share, and such equity securities may have rights, preferences or privileges senior to those of the holders of our existing capital stock. If adequate funds are not available on acceptable terms, we may be unable to develop or enhance products, take advantage of future opportunities or respond to competitive pressures, any of which could have a material adverse effect on our business, operating results and financial condition.

Management has the right to vote a substantial amount of the Common Stock, and will be able to influence the business of the company. Management, including the directors and officers of the company beneficially own about 13,458,411 shares of Common Stock, representing about 57% of the Common Stock. As a result of this amount of ownership, management will be able to influence the election of directors and will be able to influence the business plan and overall business direction of the company.

There is not an active market for the Common Stock. We provide no assurances of any kind or nature whatsoever that an active market for the Common Stock will ever develop. There has been no sustained activity in the market for the Common Stock. Investors should understand that there may be no alternative exit strategy for them to recover or liquidate their investments in the Common Stock. Accordingly, investors must be prepared to bear the entire economic risk of an investment in the company for an indefinite period of time. If an active market ever develops for the Common Stock, we anticipate that our then financial condition, platform and product offerings, and our roll out strategy and implementation will greatly impact the market value of the Common Stock. The market value at any point in time may not reflect the value of the business or our business prospects.

There may be no liquid market for our Common Stock. Even if a trading market develops over time, we cannot predict how liquid that market might become. The trading price of the Common Stock is likely to be highly volatile and could be subject to wide fluctuations in price in response to various factors, some of which are beyond our control.

These factors include:

- Quarterly variations in our results of operations or those of our competitors;
- Announcements by us or our competitors of acquisitions, new products and services, significant contracts, commercial relationships or capital commitments;
- Disruption or substantive changes to our operations;
- Variations in our sales and earnings from period to period;
- Commencement of, or our involvement in, litigation;
- Any major change in our board or management;
- Changes in governmental regulations or in the status of our regulatory approvals; and
- General market conditions and other factors, including factors unrelated to our own operating performance.

In addition, the stock market in general experiences price and volume fluctuations that often are unrelated or disproportionate to the operating performance of public companies. These broad market and industry factors may seriously harm the market price of the Common Stock, regardless of our actual operating performance. In addition, in the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. This type of litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

We are subject to the reporting requirements of the United States securities laws, which will require expenditure of capital and other resources. We are a public reporting company subject to the information and reporting requirements of the Securities Exchange Act of 1934 and other federal securities laws, including, without limitation, compliance with the Sarbanes-Oxley Act ("Sarbanes"). The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the SEC and furnishing audited reports to stockholders will cause our expenses to be substantially higher than they would otherwise be if we were privately-held. It will be difficult, costly, and time-consuming for us to develop and implement internal controls and reporting procedures required by Sarbanes, and we will require additional staff and third-party assistance to develop and implement appropriate internal controls and procedures. If we fail to or are unable to comply with Sarbanes, we will not be able to obtain independent accountant certifications that the Sarbanes requires publicly-traded companies to obtain.

Investor confidence and market price of our shares may be adversely impacted if we are unable to attest to the adequacy of the internal controls over our financial reporting, as required by Section 404 of the U.S. Sarbanes-Oxley Act of 2002. The SEC, as directed by Section 404 of Sarbanes, adopted rules requiring public companies to include a report of management of their internal control structure and procedures for financial reporting in their annual reports on Form 10-K that contains an assessment by management of the effectiveness of their internal controls over financial reporting. We have reported in the Annual Report on Form 10-K, filed for the fiscal year ended December 31, 2015, that management concluded there is a material weakness in our internal controls and procedures. The material weakness relates to the lack of segregation of duties in our financial reporting process and our utilization of outside third party consultants. We do not have a separately designated audit committee. These weaknesses are also due to our lack of additional accounting and operational staff. To remedy this material weakness, we plan to engage an internal accounting staff to assist with financial reporting. We have no estimate as to when we will conclude a business combination so as to be able to remedy this and any other material weaknesses we have in our internal controls over financial reporting.

We may not be able to attract the attention of major brokerage firms or securities analysts in our efforts to raise capital. In due course, we plan to seek to have the Common Stock quoted on a national securities exchange in the United States. There can be no assurance that we will be able to garner a quote for the Common Stock on an exchange. Even if we are successful in doing so, security analysts and major brokerage houses may not provide coverage of us. We may also not be able to attract any brokerage houses to conduct secondary offerings with respect to our securities.

Because we will be subject to the "Penny Stock" rules as our shares are quoted on the over-the-counter bulletin board, the level of trading activity in our stock may be reduced. If a trading market does develop for our stock, it is likely that our stock will be subject to the regulations applicable to "Penny Stock." The regulations of the SEC promulgated under the Exchange Act that require additional disclosure relating to the market for penny stocks in connection with trades in any stock defined as a penny stock. The SEC regulations define penny stocks to be any non-exchange equity security that has a market price of less than $5.00 per share, subject to certain exceptions. Unless an exception is available, those regulations require the broker-dealer to deliver, prior to any transaction involving a penny stock, a standardized risk disclosure schedule prepared by the SEC, to provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, monthly account statements showing the market value of each penny stock held in the purchaser's account, to make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity, if any, in the secondary market for a stock that becomes subject to the penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage market investor interest in and limit the marketability of the Common Stock.

In addition to the "penny stock" rules promulgated by the Securities and Exchange Commission, the FINRA has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, the FINRA believes that there is a high probability that speculative low priced securities will not be suitable for at least some customers. The FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy the Common Stock, which may limit your ability to buy and sell our stock.

Because future sales by our stockholders could cause the stock price to decline, our investors may lose money on their investment in our stock. No predictions can be made of the effect, if any, that market sales of shares of the Common Stock or the availability of such shares for sale will have on the market price prevailing from time to time. Nevertheless, sales of significant amounts of the Common Stock could adversely affect the prevailing market price of the common stock, as well as impair our ability to raise capital through the issuance of additional equity securities.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Current Report on Form 8-K contains forward-looking statements within the meaning of the federal securities laws. These include statements about our expectations, beliefs, intentions or strategies for the future, which we indicate by words or phrases such as "anticipate," "expect," "intend," "plan," "will," "we believe," "management believes" and similar language. Except for the historical information contained herein, the matters discussed in this "Management's Discussion and Analysis of Financial Condition and Results of Operations," and elsewhere in this Current Report are forward-looking statements that involve risks and uncertainties. The factors listed in the section captioned "Risk Factors," as well as any cautionary language in this Current Report, provide examples of risks, uncertainties and events that may cause our actual results to differ materially from those projected. Except as may be required by law, we undertake no obligation to update any forward-looking statement to reflect events after the date of this Current Report on Form 8-K.

Overview

theMaven was incorporated in Nevada on July 22, 2016 under the name "Amplify Media, Inc." On July 27, 2016, the company name was amended to "Amplify Media Network, Inc." The company name was further changed to "theMaven Network, Inc." on October 14, 2016.

theMaven Network, Inc. (after the Merger, the "company" or "theMaven") is developing an exclusive network of professionally managed online media channels, with an underlying technology platform. Each channel will be operated by a hand-selected "Channel Partner" drawn from subject matter experts, reporters, group evangelists and social leaders. Channel Partners will publish content and oversee an online community for their respective channels, leveraging a proprietary, socially-driven, mobile-enabled, video-focused technology platform to engage niche audiences within a single network.

On September 20, 2016, theMaven signed a letter of intent to be acquired by Integrated. On October 14, 2016, theMaven signed a share exchange agreement with Integrated, a publicly traded shell company, and its stockholders to acquire the company as a wholly owned subsidiary of Integrated.

Purchase of Significant Equipment

We do not anticipate the purchase or sale of any plant or significant equipment during the next 12 months.

Going Concern

The company's financial statements have been presented on the basis that it is a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The company's activities are subject to significant risks and uncertainties, including the need for additional capital, as described below.

Since its inception, the company has not generated any operating revenues and has financed its operations through borrowings on notes payable. Integrated, prior to the Merger financed its operations with equity sales and capital resulting from the sale of its assets in 2007. The company has incurred losses from operations since inception and had a working capital deficit of approximately $551,000 at September 30, 2016. The company expects to continue to incur losses and negative operating cash flows for at least the next few years.

The company, after the Merger, will need to raise additional capital to be able to fund its business activities on a going forward basis. Management expects it will not have sufficient cash flow to fund its operations without the completion of additional financing. Furthermore, there can be no assurances that the company will be able to obtain additional financing on acceptable terms and in the amounts necessary to fully fund its future operating requirements. If the company is unable to obtain sufficient cash resources, the company may be forced to reduce or discontinue its operations entirely.

Results of Operations for theMaven for period from July 22, 2016 (inception) to September 30, 2016

	Cumulative from July 22, 2016 to September 30, 2016
Research and development expenses	$ 307,102
General and administrative expenses	$ 243,245
Interest expense	$ 4,044
Net loss	$ (554,391)

Research and development expenses

Research and development expenses for theMaven for the period ended July 22, 2016 to September 30, 2016, were $307,102. The research and development expenses primarily relate to software development cost for technology platform.

General and administrative expenses

General and administrative expenses theMaven for the period July 22, 2016 to September 30, 2016 were $243,245. Our expenses are due to our general administrative expenses of carrying on a business.

Liquidity and Capital Resources

Working Capital

	As of September 30, 2016
Current Assets	$ 154,504
Current Liabilities	$ 705,943
Working Capital (deficit)	$ (551,439)

	Cumulative from Inception July 22, 2016 to September 30, 2016
Net Cash Used in Operating Activities	$ (492,021)
Net Cash Provided by Financing Activities	$ 641,303
Increase (Decrease) in Cash during the Period	$ 149,282
Cash, End of Period	$ 149,282

As of September 30, 2016, theMaven had working deficit of $551,439, $154,504 in total current assets and $705,943 in total current liabilities.

The company will be dependent on funds raised through equity financings and proceeds from shareholder loans. The net loss from operations of theMaven of $554,391 from inception on July 22, 2016 was funded primarily by financing and loans, as well as other capital contributions.

From inception of theMaven on July 22, 2016 to September 30, 2016, we spent $492,021 on operations.

From inception of theMaven on July 22, 2016 to September 30, 2016, we received $641,303 from financing activities, which consisted of $2,952 in proceeds from stock issued for cash and received $638,351 through a note payable.

We will require additional funding for the budgeted expenses over the next 12 months. These funds may be raised through, equity financing, debt financing, or other sources, which may result in further dilution in the equity ownership of our shares.

During the next twelve months, we anticipate needing approximately $2,500,000 in additional capital to sustain our current operations and implement the current business plan of the company after the Merger. We anticipate thereafter that we will need additional capital. We have no contracts or arrangements for any funding at this time. There can be no assurance that we will be able to raise any funding or will be able to meet its accrued obligations. If we are not able to obtain the additional financing on a timely basis, we will be unable to conduct our operations as planned, and we will not be able to meet our other obligations as they become due. In such event, we will be forced to scale down or perhaps even cease our operations. These estimates may change significantly depending on the nature of our business activities and our ability to raise capital from our shareholders or other sources.

There are no assurances that we will be able to obtain further funds required for our continued operations. We will pursue various financing alternatives to meet our immediate and long-term financial requirements. There can be no assurance that additional financing will be available to us when needed or, if available, that it can be obtained on commercially reasonable terms. If we are not able to obtain the additional financing on a timely basis, we will be unable to conduct our operations as planned, and we will not be able to meet our other obligations as they become due. In such event, we will be forced to scale down or perhaps even cease our operations.

Contractual Obligations

As a “smaller reporting company”, we are not required to provide tabular disclosure obligations.

Off-Balance Sheet Arrangements

The company after the Merger, on a consolidated basis, does not have any off-balance sheet arrangements, including any outstanding derivative financial instruments, off-balance sheet guarantees, interest rate swap transactions or foreign currency contracts. We do not engage in trading activities involving non-exchange traded contracts.

Seasonality

Once we are providing services to our customer base, we do not expect to experience any seasonality in our operations, other than typical media company ad/sponsorship sales seasonality, which is strong in the fourth quarter and slower in the first quarter.

Effects of Inflation

We do not believe that inflation has had a material impact on our business, revenues or operating results during the periods presented.

Critical Accounting Policies

Software Development Costs

Research and development costs are charged to expense as incurred. However, the costs incurred for the development of computer software that will be sold, leased, or otherwise marketed are capitalized when technological feasibility has been established. These capitalized costs are subject to an ongoing assessment of recoverability based on anticipated future revenues and changes in hardware and software technologies. Amortization of capitalized software development costs begins when the product is available for general release to customers and revenues are generated. Amortization is computed as the ratio of current gross revenues for a product to the total of current and anticipated future gross revenues for the product or using the straight-line method over the estimated economical useful life. As of September 30, 2016, the technological feasibility of the software being developed by the company has not been established and as such the development costs incurred have been charged to expense as research and development costs.

Fair Value Measurements

The company believes that the fair values of our current assets and current liabilities approximate their reported carrying amounts due to their short-term nature.

Income Taxes

The company recognizes the tax effects of transactions in the year in which such transactions enter into the determination of net income regardless of when reported for tax purposes. Deferred taxes are provided in the financial statements under FASB 740-10-65-1 to give effect to the temporary differences which may arise from differences in the bases of fixed assets, depreciation methods and allowances based on the income taxes expected to be payable in future years. Deferred tax assets arising as a result of net operating loss carry-forwards have been offset completely by a valuation allowance due to the uncertainty of their utilization in future periods.

The company recognizes interest accrued relative to unrecognized tax benefits in interest expense and penalties in operating expense. During the period from July 22, 2016 (inception) to September 30, 2016, the company recognized no income tax related interest and penalties. The company had no accruals for income tax related interest and penalties at September 30, 2016.

Risks and Uncertainties

The company has a limited operating history and has not generated revenue to date. The company's business and operations are sensitive to general business and economic conditions in the U.S. and worldwide. These conditions include short-term and long-term interest rates, inflation, fluctuations in debt and equity capital markets and the general condition of the U.S. and world economy. A host of factors beyond the company's control could cause fluctuations in these conditions. Adverse developments in these general business and economic conditions could have a material adverse effect on the company's financial condition and the results of its operations.

In addition, the company will compete with many companies that currently have extensive and well-funded projects, marketing and sales operations as well as extensive human capital. The company may be unable to compete successfully against these companies. The company's industry is characterized by rapid changes in technology and market demands. As a result, the company's products, services, and/or expertise may become obsolete and/or unmarketable. The company's future success will depend on its ability to adapt to technological advances, anticipate customer and market demands, and enhance its current product under development.

Concentrations of Credit Risk

Cash

The company maintains cash at a bank where amounts on deposit may exceed the Federal Deposit Insurance Corporation limit throughout the year. At September 30, 2016, the company did not have any material uninsured cash balances in any financial institution.

Recently Issued Accounting Updates

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires lessees to recognize on the balance sheet assets and liabilities for leases with lease terms of more than 12 months. Consistent with GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee will depend primarily on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the balance sheet—the new ASU will require both types of leases to be recognized on the balance sheet. The ASU will take effect for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. This ASU shall be applied at the beginning of the earliest period presented using the modified retrospective approach, which includes a number of practical expedients that an entity may elect to apply. Early application of ASU No. 2016-02 is permitted. The company is evaluating the future impact of this ASU on the financial statements.

In March 2016, the FASB issued ASU No. 2016-09, Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting, which includes multiple provisions intended to simplify various aspects of the accounting for share-based payments, including treatment of excess tax benefits and forfeitures, as well as consideration of minimum statutory tax withholding requirements. The ASU will take effect for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016, with early application permitted as of the beginning of an interim or annual reporting period. The company is evaluating the future impact of this ASU on the financial statements.

Other recently issued accounting updates are not expected to have a material impact on the company's financial statements.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Beneficial Ownership

The following table sets forth information regarding beneficial ownership of the Common Stock as of the date of this Current Report (i) by each person who is known by us to beneficially own more than 5% of the Common Stock; and (ii) by our current officers and directors, and certain officers of theMaven; and (iii) by all of officers and directors as a group. The address of each of the persons set forth below is 5048 Roosevelt Way NE, Seattle, WA 98105, unless otherwise indicated.

The table below reflects an aggregate of 22,047,530 shares of Common Stock issued and outstanding as the date of this Current Report, taking into account the issuance of 12,517,151 shares of Common Stock in the Merger between Integrated and theMaven.

Name of Beneficial Owner	Director or Officer	Amount and Nature of Beneficial Ownership[1]	Percentage[2]
James C. Heckman	Director, Chief Executive Officer, President	4,094,708	18.57
Gary Schuman (3)(5)	Chief Financial Officer	100,000	0.45
William Sornsin	Chief Operating Officer and Secretary	1,799,190	8.16
Benjamin Joldersma	Chief Technology Officer	2,047,354	9.29
Ross Levinsohn	Director	245,434	1.11
Christopher Marlett (4)(5)	Director	3,757,146	16.37
Robert Levande (5)(6)	Director	1,279,122	5.71
Peter Mills (5)(7)	Director	135,457	0.61
Directors and officers as a group (8 persons) (8)		13,458,411	57.55

(1) Unless otherwise indicated, each person has sole investment and voting power with respect to the shares indicated, subject to community property laws, where applicable. Includes any securities that such person has the right to acquire within sixty (60) days of the date of this Current Report pursuant to options, warrants, conversion privileges or other rights.

(2) Based on 22,047,530 shares of the Common Stock issued and outstanding, plus the number of shares each person has the right to acquire within 60 days of the date of this Current Report.

(3) Mr. Schuman holds these shares under an employment option.

(4) Mr. Marlett holds 827,541 of these shares in the Christopher A. Marlett Living Trust, 1,027,541 of these shares in his IRA, 979,697 of these shares in a joint account with Terri Marlett, his spouse and 20,162 in his name. Also includes (i) 25,000 shares under an employment option, and (ii) a total of 877,205 of these shares under two warrants, of which 584,803 are held by MDB, a company of which Mr. Marlett is the principal owner, and 292,402 are held by Mr. Marlett individually.

(5) Address is c/o 2425 Cedar Springs Road, Dallas, TX 75201.

(6) Mr. Levande holds 25,000 of these shares under an employment option and 292,402 of these shares under a warrant issued to him and 961,720 in his own name.

(7) Mr. Mills holds 25,000 of these shares under an employment option.

(8) Includes 1,344,607 shares under options and warrants. See notes 3, 4 and 6 above.

Management Change

As a result of the issuance of the shares of Common Stock in exchange for the common stock of theMaven, there has been a change of management of Integrated. Mr. James C. Heckman and Mr. Ross Levinsohn each was designated as a new director of Integrated. Mr. James C. Heckman was appointed as the Chief Executive Officer of Integrated. Mr. Christopher Marlett, the former Chief Executive Officer of Integrated resigned as the Chief Executive Officer, but he continues to serve as a director of Integrated. Mr. William Sornsin and Mr. Benjamin Joldersma were appointed as the Chief Operating Officer and Chief Technology Officer, respectively.

DIRECTORS AND EXECUTIVE OFFICERS

Set forth below is information regarding the current directors and executive officers of Integrated and its operating subsidiary, theMaven. Directors are to be elected each year by our stockholders at an annual meeting. Each director holds his office until his successor is elected and qualified or resignation or removal. Executive officers are appointed by our board of directors. Each executive officer holds his office until he resigns or is removed by the board of directors or his successor is appointed and qualified.

Name	Age	Title
James C. Heckman	51	Director, President and Chief Executive Officer of Integrated and theMaven
Gary Schuman	49	Chief Financial Officer of Integrated
William Sornsin	54	Chief Operating Officer and Secretary of Integrated and theMaven
Benjamin Joldersma	38	Chief Technology Officer of Integrated and theMaven
Ross Levinsohn	52	Director of Integrated and theMaven
Christopher Marlett	52	Director of Integrated
Robert M. Levande	67	Director of Integrated
Peter Mills	61	Director of Integrated

Biographical Information on Officers and Directors

James C. Heckman has been the Chief Executive Officer and President of theMaven since July 2016 and became the Chief Executive Officer and President and a director of Integrated at the Merger. Mr. Heckman has extensive experience in Internet media, advertising, video and online communities. He was the CEO of North American Membership Group, Inc., including its subsidiary Scout Media, Inc., from October 2013 to May 2016, and Chairman of the Board from May 2016 to July 2016. From April, 2011 to August, 2012, Mr. Heckman served as Head of Global Media Strategy for Yahoo!, leading all significant transactions and revenue strategy under Ross Levinsohn, where he architected the AOL/MSN/Yahoo! partnership. He was previously Founder and CEO of 5to1, an advertising platform, from August, 2008 through its 2011 sale to Yahoo!; Chief Strategy Officer of Zazzle.com 2007-2008; Chief Strategy Officer at FOX Interactive Media 2005 2007, where he architected the Myspace/Google ad alliance and was instrumental in the formation of what is now Hulu; Founder/CEO of Scout.com, April of 2001 through its September sale to Fox in 2005; Founder/CEO of Rivals.com 1997 - 2000; and President and Publisher of NFL Exclusive, official publication for every NFL team, from 1991 to 1998.

Gary Schuman was appointed as Chief Financial Officer of Integrated in January 2010. Mr. Schuman has been the Chief Financial Officer and Chief Compliance Officer of MDB since November 2009, and has been Chief Financial Officer of Imagen Biopharma, Inc. since January 2015. From November 2014 to November 2015, he was the Chief Financial Officer of Electroblate, Inc., now Pulse Biosciences, Inc. From September 2003 to November 2009, he was the Chief Financial Officer and Chief Compliance Officer of USBX Advisory Services, LLC, an investment banking firm focused on mergers and acquisitions, and Chief Financial Officer of its parent company, USBX, Inc. From 1994 to 2003, Mr. Schuman served in several managerial capacities at Equibond, Inc., a securities broker-dealer based in Los Angeles.

William Sornsin has been the Chief Operating Officer of theMaven since July 2016 and became the Chief Operating Officer of Integrated at the Merger. Mr. Sornsin was CTO of North American Membership Group, Inc., including its subsidiary Scout Media, Inc. from October, 2013 to January 2016, and COO from January 2016 to July 2016. Mr. Sornsin ran MSN's Core Technology team before joining Heckman in 1999 as co-founder and CTO of Rivals.com. In 2001 he became co-founder and CTO/COO for the original Scout.com, and served as VP Engineering and Operations at Fox Interactive Media after Scout's 2005 acquisition. Prior to Rivals and Scout, Sornsin held a variety of product and program management roles at Microsoft.

Benjamin Joldersma has been the Chief Technology Officer since July 2016 and became the Chief Technology Officer of Integrated at the Merger. Mr. Joldersma has developed a deep expertise in large-scale systems, rapid development and online product innovation. He was CTO of North American Membership Group, Inc., including its subsidiary Scout Media, Inc., from January, 2016 to July 2016, and Chief Product Officer (responsible for product vision and all software engineering) from October 2013 to January 2016. Mr. Joldersma was a Senior Software Engineer at Google from December 2012 to October 2013, working on imagery related products under the Geo organization, and Principal Software Engineer at Yahoo! from June 2011 to December 2012, working on advertising platform technology. He was System Architect at 5to1 from August 2008 through its June 2011 sale to Yahoo!. Earlier Mr. Joldersma held software architecture and engineering positions at Skull Squadron 2007-2009 (also its founder); All-In-One Creations 2004-2007 (co-founder); aQuantive 2006 (contract position); Pacific Edge Software 2005; Scout.com 2001-2005; Rivals.com 1999-2001; and Microsoft 1998-1999 (contract position).

Ross Levinsohn was elected as a director in October 2016 of theMaven and became a director of Integrated at the Merger. Mr. Levinsohn also serves as a director of Tribune Media company, a diversified media and entertainment business. Previously, Mr. Levinsohn served as chief executive officer at Guggenheim Digital Media, an affiliate of Guggenheim Securities, from January 2013 to June 2014. Mr. Levinsohn served as interim chief executive officer from May 2012 to August 2012 and executive vice president, head of global media at Yahoo! Inc., a multinational internet company, from March 2012 to August 2012. Prior to that post he was executive vice president of the Americas region for Yahoo from October 2010 until 2012. Mr. Levinsohn co-founded Fuse Capital, an investment and strategic equity management firm focused on investing in and building digital media and communications companies. Prior to Fuse Capital, Mr. Levinsohn served as President of Fox Interactive Media, a wholly owned unit of News Corporation. Prior to this post, he served as senior vice president and general manager of Fox Sports Interactive Media. Mr. Levinsohn also held senior management positions with AltaVista, CBS Sportsline and HBO. Mr. Levinsohn currently serves on the board of Zefr, Inc., which provides solutions for professional content owners on YouTube, and the National Association of Television Program Executives (NATPE), and previously held board positions with Freedom Communications, Inc., Napster, Inc., Generate, BBE Sound, Crowd Fusion and True/Slant.

Christopher A. Marlett has been a director and the Chief Executive Officer of Integrated since April 2008. Mr. Marlett is, and has been since 1997, the co-founder, chairman and Chief Executive Officer of MDB Capital Group LLC ("MDB"), an investment banking firm focused on equity financings and capital formation for growth-oriented technology companies. Mr. Marlett has over twenty-seven years of investment banking experience, including all phases of corporate finance, such as the completion of initial public offerings, secondary offerings, PIPEs and strategic consulting.

Robert M. Levande has been a director of Integrated since April 2008 and was the Secretary of Integrated from July 2008 to November 2016. Mr. Levande was a Managing Director at MDB from June 2003 through 2010 and a Senior Managing Director since 2010. From April 2002 to April 2003, he was a Managing Director of Gilford Securities, Inc. an investment firm. Previously, Mr. Levande founded and served as president of the Palantir Group, Inc., a private consulting firm specializing in providing strategic advice to entrepreneurs in the medical technology industry. From 1972 to 1998, he held various managerial positions with Pfizer, Inc., including Vice President-Business Analysis & Development of its Medical Technology Group and Senior Vice President of a subsidiary, Howmedica, Inc. Mr. Levande was a Director of Orthovita, Inc. from 2000 to 2007, co-founder and a Director of VirnetX Inc., now VirnetX Holding Corp., from 2005 to 2007, and has been a Director of Pulse Biosciences, Inc. since 2014 and was an officer of Pulse Biosciences, Inc. from May 2014 to September 2015.

Peter B. Mills has been a director of Integrated since September 2006. Mr. Mills is an entrepreneur in the San Francisco Bay Area. He was CEO of Cimbal, Inc., a startup company developing a mobile payments system in Los Altos, CA, from June 2014 to December 2015. From May 2004 until December 2012, he was Vice President of Sales at Speck Design, a leading product design firm with offices in Palo Alto, California. From July 2007 to April 2008, Mr. Mills served as President, Chief Executive Officer, and Chairman of the Board of Integrated. He has spent 15 years selling sophisticated industrial robotics and automation systems with Adept Technology, the leading U.S. manufacturer of industrial robots, and Hewlett-Packard company. He has also served as the Vice President of Sales from October 2000 to September 2001 at Softchain, an enterprise supply chain software company acquired by RiverOne, Inc. in 2001, which was later acquired by i2 Technologies, Inc. in 2006. Mr. Mills has significant experience with respect to the design and manufacturing needs of a variety of industries including medical devices, disk drives, consumer products, food packaging, printers, computers and networking, and semiconductor equipment. He has extensive international business experience in Japan, Singapore, and Korea.

Statement of Reasons for Election/Appointment of Directors

Each of the directors on our Board of Directors was elected because he has demonstrated an ability to make meaningful contributions to our business and affairs, has a reputation for honesty and ethical conduct, has strong communication and analytical skills, and has skills, experience and background that are complementary to those of our other Board members. Messrs. Marlett and Levande have extensive financing and investment banking experience and other managerial experience with development and early stage companies helping them define their business strategies and implementing business plans. Messrs. Heckman and Levinsohn have extensive experience in the media, internet media, advertising and online communities, which are the business focus of the company. Mr. Mills has decades of experience in the high-technology products businesses and involvement with early stage companies.

Family Relationships

There are no family relationships among our current officers and directors.

Board Composition and Committees

The Board of Directors is currently composed of five persons. The company does not have securities listed on a national securities exchange or in an inter-dealer quotation system that has director independence or committee independence requirements. Accordingly, the company is not required to comply with any director independence requirements.

Notwithstanding the foregoing lack of applicable independence requirements, the board of directors currently has one member that qualifies as "independent" as the term is used in Item 7(d)(3)(iv)(B) of Schedule 14A under the Securities Exchange Act of 1934, as amended, and Rule 5605 of The Nasdaq Stock Market Listing Rules. This person is Mr. Peter B. Mills.

We are not required to have and we do not have currently an Audit Committee. The company's directors perform the same functions of an Audit Committee, including: recommending a firm of independent certified public accountants to audit the financial statements; reviewing the auditors' independence, the financial statements and their audit report; and reviewing management's administration of the system of internal accounting controls. The company does not currently have a written audit committee charter or similar document.

Although we do not have and are not required to have an Audit Committee, the directors have determined that Mr. Peter Mills qualifies as an “audit committee financial expert.” This director has financial statement preparation and interpretation ability obtained over the years from past business experience and education.

Our board of directors currently does not have nominating or compensation committees nor does it have a written nominating or compensation committee charter. Our directors believe that it is not necessary to have such committees, at this time, because the functions of such committees can be adequately performed by the board of directors.

Code of Ethics

A Code of Ethics that applies to the executive officers and the other employees of the company, was approved and adopted by the Board of Directors on April 8, 2004. Copies of the Code of Ethics may be obtained free of charge by written request to Integrated Surgical Systems, Inc. attention Chief Financial Officer, 5048 Roosevelt Way NE, Seattle, WA 98105.

Conflict of Interest

We have not adopted any policies or procedures for the review, approval, or ratification of any transaction between the company and any executive officer, director, nominee to become a director, 10% shareholder, or family member of such persons, required to be reported under paragraph (a) of Item 404 of Regulation S-K promulgated by the SEC.

Limitation of Liability of Directors and Indemnification of Directors and Officers

The Delaware General Corporation Law provides that corporations may include a provision in their certificate of incorporation relieving directors of monetary liability for breach of their fiduciary duty as directors, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payment of a dividend or unlawful stock purchase or redemption, or (iv) for any transaction from which the director derived an improper personal benefit. Our certificate of incorporation provides that directors are not liable to us or our stockholders for monetary damages for breach of their fiduciary duty as directors to the fullest extent permitted by Delaware law. In addition to the foregoing, our bylaws provide that we may indemnify directors, officers, employees or agents to the fullest extent permitted by law and we have agreed to provide such indemnification to each of our directors.

The above provisions in our certificate of incorporation and bylaws and in the written indemnity agreements may have the effect of reducing the likelihood of derivative litigation against directors and may discourage or deter stockholders or management from bringing a lawsuit against directors for breach of their fiduciary duty, even though such an action, if successful, might otherwise have benefited us and our stockholders. However, we believe that the foregoing provisions are necessary to attract and retain qualified persons as directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

COMPENSATION

Compensation of our Named Executive Officers

We have identified Messrs. James C. Heckman, Gary Schuman, William Sornsin and Benjamin Joldersma as our named executive officers as of the date of this report and Messrs. Christopher A. Marlett and Gary Schuman for the fiscal years ended December 31, 2014 and 2015, as indicated below.

Summary Compensation Table

The following table sets forth certain summary information with respect to the total compensation paid to the named executive officers during our fiscal years ended December 31, 2014 and 2015:

Name and Principal Position	Fiscal Year	Salary	Stock Award	Option	Total Compensation
Pre-Closing					
Christopher A. Marlett,	2015	—	$ 25,000	—	$ 25,000
CEO (Integrated) [1]	2014	—	$ 25,000	$ 1,927	$ 26,927
Gary Schuman, CFO (Integrated)	2015	$ 36,000	—	—	$ 36,000
	2014	$ 36,000	—	$ 7,709	$ 43,709
Post-Closing New Officers					
James C. Heckman, CEO,	2015	—	—	—	—
President and Director (Integrated and theMaven)[2]	2014	—	—	—	—
William Sornsin, COO	2015	—	—	—	—
(Integrated and theMaven) [2]	2014	—	—	—	—
Benjamin Joldersma,	2015	—	—	—	—
CTO (Integrated and theMaven) [2]	2014	—	—	—	—

(1) Mr. Marlett resigned as the Chief Executive Officer of Integrated at the time of the Merger, in November 2016.

(2) Each of Messrs. Heckman, Sornsin and Joldersma became an officer of Integrated in November 2016. Because theMaven was incorporated in July 2016, there is no pre-2016 compensation information for these officers. For the compensation information in 2016 and thereafter, please see the “Employment Agreements” section below.

Employment Agreements

Integrated, entered into an employment agreement with each of Messrs. James C. Heckman, William Sornsin and Benjamin Joldersma on November 4, 2016, in connection with the Merger.

Integrated entered into a three-year employment agreement with Mr. James C. Heckman with an expiration date in July 2019. The agreement provides that he will act as the Chief Executive Officer of theMaven and Integrated. Mr. Heckman has also been appointed the President and a director of theMaven and Integrated. Mr. Heckman will be paid a salary of $300,000 per annum and is entitled to the regular employee benefits of the company and reimbursement of business expenses. He also may be awarded merit based performance increases. The agreement provides for various termination events under which he is entitled to one year's severance equal to his annual salary amount. He is also subject to restrictive covenants on competitive employment for up to two years so long as he is paid his annual salary amount and for up to one year for non-solicitation of employees, customers and vendors of the company.

Integrated entered into a three-year employment agreement with Mr. William Sornsin with an expiration date in July 2019. The agreement provides that he will act as the Chief Operating Officer of theMaven and Integrated. Mr. Sornsin will be paid a salary of $250,000 per annum and is entitled to the regular employee benefits of the company and reimbursement of business expenses. He also may be awarded merit based performance increases. The agreement provides for various termination events under which he is entitled to three month's severance at a rate equal to his monthly salary amount. He is also subject to restrictive covenants on competitive employment for up to two years so long as he is paid his annual salary amount and for up to one year for non-solicitation of employees, customers and vendors of the company.

Integrated entered into a three-year employment agreement with Mr. Benjamin Joldersma on with an expiration date in July 2019. The agreement provides that he will act as the Chief Technology Officer of theMaven and Integrated. Mr. Joldersma will be paid a salary of $250,000 per annum and is entitled to the regular employee benefits of the company and reimbursement of business expenses. He also may be awarded merit based performance increases. The agreement provides for various termination events under which he is entitled to three month's severance at a rate equal to his monthly salary amount. He is also subject to restrictive covenants on competitive employment for up to two years so long as he is paid his annual salary amount and for up to one year for non-solicitation of employees, customers and vendors of the company.

All employees of the company who were employed by theMaven prior to the Merger and have shares in the company as a result of their equity ownership of theMaven have entered into founder stock agreements which permit the company to repurchase some of their share of common stock received in the Merger (referred to as the "founder shares or equivalent") if they leave employment prior to their third anniversary of employment. The repurchase amount is nominal. The repurchase agreement permits the company to buy back all the shares prior to the one year anniversary of employment, and thereafter two thirds of the shares less $1/36^{th}$ for each month of employment after the one year anniversary. Each of these persons has also signed a one year lock up of any shares that they own in the company, which expires on the one year anniversary of the consummation of the Merger. The founder agreements also provide to the company or its assignee a right of first refusal on the founder shares or equivalent. All founder shares or equivalent are held in escrow so as to be able to allow enforcement of the foregoing repurchase right of the company, and additionally, 35% of the shares are held in escrow for the indemnification provisions of the Share Exchange Agreement and milestone objectives of that agreement for a one year period after the Merger.

All employees of theMaven have entered into employment letters which set forth their salary amounts and entitlement to benefits. Additionally, each person has also entered into an Employee Confidentiality and Proprietary Rights Agreement. This latter agreement also provides that the person may not work for certain designated competitors for a 12-month period after termination of employment. The provisions of the agreement also contain work for hire provisions and assignment of inventions, but the latter are subject to Washington state law provisions that may limit the company right to inventions developed by the employee using its own resources on non-company time. The agreement also imposes limitations on disparagement and publicity by the employee. Independent contractors have similar provisions for the protection of the company during the course and after their engagement by the company.

Director Compensation

We compensate our non-employee directors with cash fees and/or equity awards. We do not plan at this time to provide additional compensation for any committee participation, if there are committees of the board of directors. We anticipate that any equity awards will be in the nature of restricted securities or options with vesting requirements. There is no established policy as to the frequency, type or amount of equity compensation grants for non-employee directors, however, we have been providing quarterly compensation for the last several years. A director who is also one of our executives or employees, including employed through our subsidiaries, does not and will not receive any additional compensation for his services as a director while providing service as an executive or employee. In those instances, directors that are also named executive officers of the company will have their total compensation reported in the summary compensation table that otherwise provided in our public reports.

The table below reflect the compensation paid to director during fiscal year 2015.

Name of Director (1)	Fees	Stock Awards (2)	Option Awards	Total
Peter B. Mills	$ 25,000	$ -	$ -	$ 25,000
Robert M. Levande	$ -	$ 25,000	$ -	$ 25,000
Michael J. Tomczak (3)	$ 12,500	$ -	$ -	$ 12,500

(1) Mr. Marlett is a Named Executive Officer, and in accordance with SEC rules, his compensation as a director is included in the "Summary Compensation Table" above.

(2) During the fiscal year 2015, Mr. Levande received $6,250 of his quarterly fee in the form of shares of Common Stock. The number of shares issued was determined by dividing, for each quarter, the amount of the compensation earned by the closing price of the Common Stock as of the issue date.

(3) Mr. Michael J. Tomczak resigned as a director in April 2015.

Equity Awards

Integrated currently does not have any equity award programs. The company has in the past and in the future may grant individual options and similar awards to obtain common stock from time to time to one or more directors, officers, employees or consultants, which will be determined on a case by case basis in specific circumstances, and approved by the board of directors.

In the future, it is the intention of Integrated to adopt an equity award plan for the company and its subsidiaries, which will be used to supplement the cash compensation of its directors, officers, employees and consultants, so as to tie a portion of their compensation to the overall success of the company.

Outstanding Equity Awards at December 31, 2015

The following table provides information concerning options to purchase shares of the Common Stock held by the Named Executive Officers on December 31, 2015:

	Option Awards		
Name of Officer	Number of Securities Underlying Unexercised Options (#) Exercisable	Option Exercise Price ($)	Option Expiration Date
Christopher A. Marlett	25,000	$ 0.17	5/15/2019
Gary A. Schuman	100,000	$ 0.17	5/15/2019

Section 16(A) Beneficial Ownership Reporting Compliance

Rules adopted by the SEC under Section 16(a) of the Securities Exchange Act of 1934, or the Exchange Act, require our officers and directors, and persons who own more than 10% of the issued and outstanding shares of our equity securities, to file reports of their ownership, and changes in ownership, of such securities with the SEC on Forms 3, 4 or 5, as appropriate. Such persons are required by the regulations of the SEC to furnish us with copies of all forms they file pursuant to Section 16(a).

Based solely upon a review of Forms 3, 4 and 5 and amendments thereto furnished to us during our most recent fiscal year, and any written representations provided to us, we believe that all of the officers, directors, and owners of more than 10% of the outstanding shares of the Common Stock complied with Section 16(a) of the Exchange Act for the year ended December 31, 2015.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The company entered into an Investment Banking Advisory Services agreement in November 2007 with MDB, and the parties extended this agreement indefinitely in April 2009. The agreement may be terminated by either party upon 30-days written notice. Under the Investment Banking Advisory services Agreement, MDB is acting as an advisor to Integrated in connection with the Merger. At the closing of the Merger, Integrated paid MDB a cash fee of $54,299 (including $4,299 to reimburse MDB's expenses in connection with the Merger) and issued to MDB and its designees, Mr. Christopher A. Marlett and Robert Levande, a 5-year warrant to purchase 1,169,607 shares of Common Stock, with an exercise price of $0.20, representing 5% of the number of shares of Integrated on a fully diluted basis immediately after the Closing.

The company has a securities investment account with MDB, consisting of (a) available-for-sale investments totaling $1,097,470 that include short-term federal securities of $4,951, and certificates of deposit, municipal securities and corporate debt securities totaling $1,092,519 at September 30, 2016 (unaudited), and (b) available-for-sale investments totaling $1,776,185, that include short-term federal securities of $4,885, certificates of deposit, municipal securities and corporate debt securities totaling $1,771,300 at December 31, 2015.

The company entered into a registration rights agreement with MDB and Messrs. Marlett, Levande, Mills and Schuman, to permit them to have their securities in the company included in a registration statement for resale by the holder when filed by Integrated on a piggyback basis and one demand registration right, which cannot be exercised for one year after the closing of the Merger. The registration rights, however, will not apply if the securities may be sold under Rule 144, without restriction. Integrated is responsible for bearing the costs of any of these acts of registration of the securities.

Mr. Christopher Marlett, the former Chief Executive Officer and current director of Integrated, is also the Chief Executive Officer of MDB. Mr. Gary Schuman, who is the Chief Financial Officer of Integrated, is also the Chief Financial Officer and Chief Compliance Officer of MDB. The company compensates Mr. Schuman for his services at the rate of $3,000 per month. Mr. Robert Levande, who is director of Integrated, is also a senior managing director of MDB, Mr. Levande was compensated $25,000 for his services as director in 2015 and $18,750 in 2016 (through September 2016), which was paid in a combination of cash and shares of Common Stock.

Prior to the closing of the Merger, Integrated provided a series of advances for an aggregated amount of approximately $734,000 to theMaven under a promissory note (the "Term Note"). The Term Note is personally guaranteed by Mr. Heckman and secured by a mortgage held by Integrated on certain properties owned by Mr. Heckman located in the State of Washington and the Province of British Columbia ("Mortgage"). A portion of the Term Note is secured by a corporate guarantee from MDB. At the Closing, the Term Note was cancelled and the Personal Guarantee, the Mortgage and the MDB Guarantee were terminated.

DESCRIPTION OF SECURITIES

Description of Common Stock

We are authorized to issue 100,000,000 shares of common stock with a par value of $0.01. As of the date of the filing of this Current Report, there were 22,047,530 shares of the Common Stock issued and outstanding. We are authorized to issue 1,000,000 shares of Redeemable convertible preferred stock, $0.01 par value. As of the filing of this Current Report, 168 shares were issued and outstanding.

Holders of the Common Stock are entitled to one vote per share, to receive dividends when, as and if declared by the Board of Directors and to share ratably in the assets of the company legally available for distribution to holders of Common Stock in the event of the liquidation, dissolution or winding up of the company. Holders of the Common Stock do not have subscription, redemption, conversion or preemptive rights.

Preferred Stock

We are authorized under the certificate of incorporation of the company to issue up to 1,000,000 shares of preferred stock. There are 168 shares of Series G preferred stock issued and outstanding. The unissued shares of preferred stock are undesignated, and are commonly referred to as “blank check” preferred stock. The preferred stock may be issued from time to time in one or more series or not in series. The Board of Directors is authorized to determine whether or not it will be issued in series and all the rights, preferences, privileges, and restrictions granted to and imposed upon any unissued shares of preferred stock without any further vote or action by the company’s stockholders.

The issuance of preferred stock could have the effect of restricting dividends on the common stock, diluting the voting power of the common stock, impairing the liquidation rights of the common stock, or delaying, deterring, or preventing a change in control. An issuance of preferred stock could have the effect of decreasing the market price of the common stock.

Series G Preferred Stock

The company has one series of preferred stock issued and outstanding, which is designated the Series G Convertible Preferred Stock (“Series G”). There are 168 shares of the Series G issued and outstanding.

The Series G stock has a stated value of $1,000 per share, and is convertible into common stock at a conversion price equal to 85% of the lowest sale price of the common stock on its listed market over the five trading days preceding the date of conversion, subject to a maximum conversion price. The number of shares of common stock that may be converted is determined by dividing the stated value of the number of shares of Series G to be converted by the conversion price. The company may elect to pay the Series G holder in cash at the current market price multiplied by the number of shares of common stock issuable upon a conversion commenced by the holder. Upon a change in control, sale of or similar transaction, as defined in the certificate of designation for the Series G, each holder of the Series G has the option to deem such transaction a liquidation event and may seek to redeem its shares at the liquidation value of $1,000, per share. The Merger is not such a transaction which would permit the holder to make the demand.

Warrants

Integrated issued a warrant to MDB and its designees, Messrs. Christopher A. Marlett and Robert Levande, as part of the compensation due under an Investment Banking Advisory Services Agreement. The warrants may be exercised for up to an aggregate of 1,169,607 shares of Common Stock, at an exercise price of $0.20 per share, for a period of five years from the date of issuance. The warrant has standard anti-dilution provisions and cashless exercise rights. The warrant has registration rights under a Registration Rights Agreement between MDB and the company.

Transfer Agent

The shares of common stock are registered at the transfer agent, American Stock Transfer, located at 6201 15th Avenue, Brooklyn, NY 11219, Telephone Number (800) 937-5449, and are transferable at such office by the registered holder (or duly authorized attorney) upon surrender of the common stock certificate, properly endorsed and signature guaranteed. No transfer shall be registered unless the Integrated is satisfied that such transfer will not result in a violation of any applicable federal or state security laws.

MARKET PRICE AND DIVIDENDS ON THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

OTC Reporting

The Common Stock is traded on the Pink Sheets, under the trading symbol "ISSM". The following table sets forth the high and low bid prices for each quarterly period in the past two fiscal years. Such prices reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions.

	(ISSM – Common Stock)	
	High	Low
2015		
First Quarter	$ 0.17	$ 0.09
Second Quarter	$ 0.20	$ 0.14
Third Quarter	$ 0.19	$ 0.10
Fourth Quarter	$ 0.20	$ 0.11
2016		
First Quarter	$ 0.19	$ 0.12
Second Quarter	$ 0.20	$ 0.15
Third Quarter	$ 0.20	$ 0.16

Holders

As of November 4, 2016, there were approximately 99 holders of record of the Common Stock. The company believes that there are additional holders of the Common Stock who hold it in "street name" with their brokers. Currently, we cannot determine the approximate number of those street name holders.

Dividends

The company has never paid cash dividends on its Common Stock. It is expected that any future earnings and profits will be retained to provide additional working capital for our operations. Therefore, investors in the company should not expect to be paid cash dividends for the foreseeable future.

EQUITY COMPENSATION INFORMATION TABLE

The following table provides information as of December 31, 2015 with respect to the compensation plans (including individual compensation arrangements) of the company. None of the equity compensation reflected in the table below was issued under a shareholder approved plan.

EQUITY COMPENSATION INFORMATION TABLE

Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation not approved by security holders	175,000(1)	$ 0.17	-0-
Total	175,000	$ 0.17	-0-

(1) Consists of: 175,000 stock options granted to directors and officers, which are fully vested, expire in May 2019 and have an exercise price of $0.17 per share.

Penny Stock Regulation

The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a market price of less than $5.00, other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock, to deliver a risk disclosure document prepared by the SEC, that: (a) contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading; (b) contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation of such duties or other requirements of the securities laws; (c) contains a brief, clear, narrative description of a dealer market, including bid and ask prices for penny stocks and the significance of the spread between the bid and ask price; (d) contains a toll-free telephone number for inquiries on disciplinary actions; (e) defines significant terms in the disclosure document or in the conduct of trading in penny stocks; and (f) contains such other information and is in such form, including language, type size and format, as the SEC shall require by rule or regulation.

The broker-dealer also must provide, prior to effecting any transaction in a penny stock, the customer with (a) bid and offer quotations for the penny stock; (b) the compensation of the broker-dealer and its salesperson in the transaction; (c) the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and (d) a monthly account statement showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement, a written agreement as to transactions involving penny stocks, and a signed and dated copy of a written suitability statement.

These disclosure requirements may have the effect of reducing the trading activity for the Common Stock. Therefore, stockholders may have difficulty selling our Common Stock.

LEGAL PROCEEDINGS

We are not a party to any material pending legal proceedings as of the date of this Current Report on Form 8-K. However, we may at times in the future become involved in litigation in the ordinary course of business, which may include actions related to or based on our intellectual property and its use, customer claims, employment practices and employee complaints and other events arising out of our operations. From time to time, when appropriate in management’s estimation, we will record adequate reserves in our financial statements for pending litigation. Litigation is expensive and is subject to inherent uncertainties, and an adverse result in any such matters could adversely impact our reputation, operations, and our financial operating results or overall financial condition. Additionally, any litigation to which we may become subject could also require significant involvement of our senior management and may divert management’s attention from our business and operations.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

On November 4, 2016, in connection with the Merger and pursuant to that Share Exchange Agreement dated October 14, 2015, as amended, between Integrated and theMaven, Integrated issued 12,517,151 shares of Common Stock in exchange of all of the outstanding securities of theMaven held by the shareholders of theMaven, representing approximately 56.7% of the issued and outstanding shares of Common Stock immediately after the transaction. All of the newly issued Exchange Shares are subject to a one-year lock-up and do not have any registration rights. The shares are issued on the basis of its being a private placement under Section 4(a)(2) of the Securities Exchange Act of 1933, as amended (the “*Act*”). Additionally, the Exchange Shares are subject to escrow terms for one year as required by the Share Exchange Agreement for indemnification and milestone achievement purposes. Under separate agreements the Exchange Shares are subject for up to three years from the date of original acquisition of theMaven shares a right of repurchase by the company pursuant to employment arrangements.

On November 4, 2016, in satisfaction of its obligations under an investment banking agreement, Integrated issued MDB, and its designees, a 5-year warrant to purchase an aggregate of 1,169,607 shares of Common Stock, representing 5% of the number of shares of Integrated on a fully diluted basis immediately after the closing of the Merger. The warrant was issued on a private placement basis, to accredited investors under Section 4(a)(2) of the Act. The Common Stock underlying the warrant is subject to a one-year lock-up commencing on the closing date of the Merger, and the Common Stock is subject to a registration rights agreement.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT

Reference is made to the disclosure set forth under Item 2.01 of this report, which disclosure is incorporated herein by reference.

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

At the time of the Merger, (i) Mr. James C. Heckman was appointed a director, the President and the Chief Executive Officer of Integrated, (ii) Messrs. William Sornsin and Benjamin Joldersma were appointed the Chief Operating Officer and Chief Technology Officer, respectively, of Integrated, and (iii) Mr. Ross Levinsohn was appointed a director of Integrated. Each of these persons continued in their director and executive positions of theMaven.

Mr. Christopher A. Marlett resigned as Chief Executive Officer as of the Merger.

For certain biographical, compensatory and other information regarding the newly appointed officers and directors, see the disclosure under Item 2.01 of this report, which disclosure is incorporated herein by reference.

ITEM 5.06 CHANGE IN SHELL COMPANY STATUS

Reference is made to the disclosure set forth under Item 2.01, 5.01 and 5.02 of this report, which disclosure is incorporated herein by reference. Integrated ceased being a shell company on November 4, 2016.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Audited Financial Statements of Integrated Surgical Systems, Inc. for the years ended December 31, 2014 and 2015, and the audit report are included in this Current Report on Form 8-K by incorporation by reference to the financial statements, notes to financial statements and audit report forming a part of the Annual Report on Form 10-K, filed on March 30, 2016, Item 15 - Exhibits, Financial Statement Schedules, found at pages F-1 to F-16. Unaudited financial statements of Integrated Surgical Systems, Inc. for the quarters ended September 30, 2015 and 2016, are included in this Current Report on Form 8-K by incorporation by reference to the financial statements and notes to financial statements forming a part of the Quarterly Report on Form 10-Q, filed on October 31, 2016, Item 1, Financial Statement, found at pages 2 to 13.

Financial Statements of Business Acquired – Filed within here are:

· Unaudited interim financial statements of theMaven Network, Inc, as of September 30, 2016 and for the period July 22, 2016 (inception) to September 30, 2016.

With respect to the unaudited interim financial statements of theMaven Network, Inc. for the period from July 22, 2016 (inception) to September 30, 2016, included in this Current Report on Form 8-K, Gumbiner Savett Inc. reported that they have applied limited procedures in accordance with professional standards for a review of such statements. However, their separate report dated November 3, 2016, included herein, states that they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures applied. Gumbiner Savett Inc. is not subject to the liability provisions of Section 11 of the Securities Act (the "Act") for their report on the unaudited interim financial statements because that report is not a "report" or a "part" of the Current Report within the meaning of Sections 7 and 11 of the Act.

· Pro-Forma Combined Financial Statement of Integrated and theMaven as of and for the nine months ended September 30, 2016.

(d) Exhibits

Exhibit No.	**Description**
10.1*	Share Exchange Agreement, dated October 14, 2016
10.2+	Amendment to the Share Exchange Agreement, dated November 4, 2016
10.3+	Form of MDB Warrant issued in connection with the Share Exchange Agreement
10.4+**	Employment Agreement with James C. Heckman
10.5+**	Employment Agreement with William Sornsin
10.6+**	Employment Agreement with Benjamin Joldersma
10.7+	Form of Indemnification Escrow Agreement dated November 4, 2016
10.8+**	Form of Employee Confidentiality and Proprietary Rights Agreement
10.9+	Form of Lock Up Agreement
10.10+	Form of Registration Rights Agreement for the shares of pre-merger shareholders
23.1+	Consent of Independent Auditors re financial statements of Integrated Surgical Systems, Inc. incorporated by reference in this Current Report.
23.2+	Awareness of Inclusion of Independent Auditors re unaudited financial statements of theMaven Network, Inc., included in this Current Report.
*	Previously filed with Current Report on Form 8-K
+	Filed herewith
**	Compensatory arrangement

theMaven Network, Inc.
Financial Statements
As of September 30, 2016
and for the period July 22, 2016 (inception) to September 30 2016

Table of Contents

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
theMaven Network, Inc.

We have reviewed the accompanying balance sheet of theMaven Network, Inc. (the “Company”) as of September 30, 2016, and the related statements of operations, stockholders’ deficiency, and cash flows for the period from July 22, 2016 (inception) through September 30, 2016. These interim financial statements are the responsibility of the Company's management.

We conducted our review in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

The accompanying interim financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 2 to the interim financial statements, the Company is subject to the risks and uncertainties associated with a new business and has incurred losses from operations since inception and had a working capital deficit of approximately $551,000. Funding for the Company’s operations has come primarily through borrowings on notes payable. The Company anticipates that it will not have sufficient cash flow to fund its operations in the near term without the completion of additional financing. The Company has no committed sources of capital and is not certain whether additional financing will be available when needed on terms that are acceptable, if at all. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. Management’s plans regarding these matters are described in Note 2. The interim financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Gumbiner Savett Inc.

November 3, 2016
Santa Monica, California

theMaven Network, Inc.
Balance Sheet (unaudited)
As of September 30, 2016

	September 30, 2016
ASSETS	
Current assets:	
Cash	$ 149,282
Prepayments and other current assets	5,222
Total current assets	154,504
Total assets	$ 154,504
LIABILITIES AND STOCKHOLDERS' DEFICIENCY	
Current liabilities:	
Accounts payable	$ 30,600
Accrued expenses	36,992
Notes payable	638,351
Total current liabilities	705,943
Total liabilities	705,943
Contingencies	
Stockholders' Deficiency:	
Preferred Stock, $0.0001 par value; authorized - 10,000,000 shares; issued and outstanding - none	-
Common Stock, $0.0001 par value; authorized - 50,000,000 shares; issued and outstanding - 2,952,000 shares	297
Additional paid-in capital	2,655
Accumulated deficit	(554,391)
Total stockholders' deficiency	(551,439)
Total liabilities and stockholders' deficiency	$ 154,504

See accompanying notes to financial statements.

theMaven Network, Inc.
Statement of Operations (unaudited)
Period from July 22, 2016 (inception) to September 30, 2016

Revenue	$ -
Operating Expenses:	
Research and development	307,102
General and administrative	243,245
Total operating expenses	550,347
Loss from operations	(550,347)
Other expense:	
Interest expense	(4,044)
Total other expense	(4,044)
Net loss	$ (554,391)
Loss per share - basic and diluted	$ (0.19)
Weighted-average shares of common stock outstanding - basic and diluted	2,952,000

See accompanying notes to financial statements.

theMaven Network, Inc.
Statement of Stockholders' Deficiency (unaudited)
Period from July 22, 2016 (inception) to September 30, 2016

	Common Stock		*Additional Paid-In*	*Accumulated*	*Total Stockholder's*
	Shares	***Amount***	***Capital***	***Deficit***	***Deficit***
Common stock issued to founders	2,952,000	$ 297	$ 2,655	$ -	$ 2,952
Net loss	-	-		(554,391)	(554,391)
Balance - September 30, 2016	**2,952,000**	**$ 297**	**$ 2,655**	**$ (554,391)**	**$ (551,439)**

See accompanying notes to financial statements.

theMaven Network, Inc.
Statement of Cash Flows (unaudited)
Period from July 22, 2016 (inception) to September 30, 2016

Cash flows from operating activities:		
Net loss	$	(554,391)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Prepayments and other current assets		(5,222)
Accounts payable		30,600
Accrued expenses		36,992
Net cash used in operating activities		(492,021)
Cash flows from financing activities:		
Notes payable		638,351
Proceeds from issuances of common stock		2,952
Net cash provided by financing activities		641,303
Net increase in cash		149,282
Cash – beginning of period		-
Cash – end of period	$	149,282

See accompanying notes to financial statements.

theMaven Network, Inc.
Notes to Financial Statements (unaudited)
Period from July 22, 2016 (inception) to September 30, 2016

1. Nature of Operations

theMaven Network, Inc. (the "Company" or "theMaven") was incorporated in Nevada on July 22, 2016, under the name "Amplify Media, Inc." On July 27, 2016, the company name was amended to "Amplify Media Network, Inc." The company name was further changed to "theMaven Network, Inc." on October 14, 2016.

The Company is developing an exclusive network of professionally managed online media channels, with an underlying technology platform. Each channel will be operated by a hand-selected "Channel Partner" drawn from subject matter experts, reporters, group evangelists and social leaders. Channel Partners will publish content and oversee an online community for their respective channels, leveraging a proprietary, socially-driven, mobile-enabled, video-focused technology platform to engage niche audiences within a single network.

The Company's corporate office and research facilities are located in Seattle, Washington.

On September 20, 2016, the Company signed a letter of intent to be acquired by Integrated Surgical Systems, Inc. ("ISS"), a publicly traded shell company. On October 14, 2016, the Company signed a share exchange agreement with ISS and its stockholders to acquire the Company as a wholly owned subsidiary of ISS. The closing is expected to take place within a few weeks, but before December 31, 2016.

2. Going Concern

The Company's financial statements have been presented on the basis that it is a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The Company's activities are subject to significant risks and uncertainties, including the need for additional capital, as described below.

Since its inception, the Company has not generated any operating revenues and has financed its operations through borrowings on notes payable (see Note 5). The Company has incurred losses from operations since inception and had a working capital deficit of approximately $551,000 at September 30, 2016. The Company expects to continue to incur losses and negative operating cash flows for at least the next few years.

The Company will need to raise additional capital to be able to fund its business activities on a going forward basis. The Company's objective is to complete its acquisition by ISS pursuant to the terms of a share exchange agreement signed with ISS but there can be no assurances that the Company will be successful in this regard. Management expects that even if the acquisition of the Company by ISS is completed it will not have sufficient cash flow to fund its operations without the completion of additional financing. Furthermore, there can be no assurances that the Company will be able to obtain additional financing on acceptable terms and in the amounts necessary to fully fund its future operating requirements. If the Company is unable to obtain sufficient cash resources, the Company may be forced to reduce or discontinue its operations entirely.

The Company's independent registered public accounting firm, in its report on the Company's financial statements, has raised substantial doubt about the Company's ability to continue as a going concern.

3. Basis of Presentation

In the opinion of management, these interim financial statements reflect all adjustments (including normal recurring adjustments) necessary for a fair presentation. Operating results for the interim periods presented are not necessarily indicative of the results to be expected for a full fiscal year.

4. Summary of Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses for the reporting period. Actual results could materially differ from those estimates.

Fixed Assets

Fixed assets are recorded at cost. Major improvements are capitalized, while maintenance and repairs are charged to expense as incurred. Gains and losses from disposition of property and equipment are included in income and expense when realized. Depreciation and amortization are provided using the straight-line method over the following estimated useful lives:

Office equipment and computers	3-5 years
Furniture and fixtures	5-8 years

Software Development Costs

Research and development costs are charged to expense as incurred. However, the costs incurred for the development of computer software that will be sold, leased, or otherwise marketed are capitalized when technological feasibility has been established. These capitalized costs are subject to an ongoing assessment of recoverability based on anticipated future revenues and changes in hardware and software technologies. Amortization of capitalized software development costs begins when the product is available for general release to customers and revenues are generated. Amortization is computed as the ratio of current gross revenues for a product to the total of current and anticipated future gross revenues for the product or using the straight-line method over the estimated economical useful life. As of September 30, 2016, the technological feasibility of the software being developed by the Company has not been established and as such the development costs incurred have been charged to expense as research and development costs.

Fair Value Measurements

The Company believes that the fair values of our current assets and current liabilities approximate their reported carrying amounts due to their short-term nature.

Income Taxes

The Company recognizes the tax effects of transactions in the year in which such transactions enter into the determination of net income regardless of when reported for tax purposes. Deferred taxes are provided in the financial statements under FASB 740-10-65-1 to give effect to the temporary differences which may arise from differences in the bases of fixed assets, depreciation methods and allowances based on the income taxes expected to be payable in future years. Deferred tax assets arising as a result of net operating loss carry-forwards have been offset completely by a valuation allowance due to the uncertainty of their utilization in future periods.

The Company recognizes interest accrued relative to unrecognized tax benefits in interest expense and penalties in operating expense. During the period from July 22, 2016 (inception) to September 30, 2016, the Company recognized no income tax related interest and penalties. The Company had no accruals for income tax related interest and penalties at September 30, 2016.

Basic and Diluted Loss per Common Share

Basic loss per common share amounts are computed by dividing net loss by the weighted-average number of shares of common stock outstanding during each period. Diluted loss per share amounts are computed assuming the issuance of common stock for potentially dilutive common stock equivalents. The Company did not have any dilutive common stock as of September 30, 2016.

Risks and Uncertainties

The Company has a limited operating history and has not generated revenue to date. The Company's business and operations are sensitive to general business and economic conditions in the U.S. and worldwide. These conditions include short-term and long-term interest rates, inflation, fluctuations in debt and equity capital markets and the general condition of the U.S. and world economy. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse developments in these general business and economic conditions could have a material adverse effect on the Company's financial condition and the results of its operations.

In addition, the Company will compete with many companies that currently have extensive and well-funded projects, marketing and sales operations as well as extensive human capital. The Company may be unable to compete successfully against these companies. The Company's industry is characterized by rapid changes in technology and market demands. As a result, the Company's products, services, and/or expertise may become obsolete and/or unmarketable. The Company's future success will depend on its ability to adapt to technological advances, anticipate customer and market demands, and enhance its current product under development.

Concentrations of Credit Risk

Cash

The Company maintains cash at a bank where amounts on deposit may exceed the Federal Deposit Insurance Corporation limit throughout the year. At September 30, 2016, the Company did not have any material uninsured cash balances in any financial institution.

Recently Issued Accounting Updates

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires lessees to recognize on the balance sheet assets and liabilities for leases with lease terms of more than 12 months. Consistent with GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee will depend primarily on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the balance sheet—the new ASU will require both types of leases to be recognized on the balance sheet. The ASU will take effect for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. This ASU shall be applied at the beginning of the earliest period presented using the modified retrospective approach, which includes a number of practical expedients that an entity may elect to apply. Early application of ASU No. 2016-02 is permitted. The Company is evaluating the future impact of this ASU on the financial statements.

In March 2016, the FASB issued ASU No. 2016-09, Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting, which includes multiple provisions intended to simplify various aspects of the accounting for share-based payments, including treatment of excess tax benefits and forfeitures, as well as consideration of minimum statutory tax withholding requirements. The ASU will take effect for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016, with early application permitted as of the beginning of an interim or annual reporting period. The Company is evaluating the future impact of this ASU on the financial statements.

Other recently issued accounting updates are not expected to have a material impact on the Company’s financial statements.

5. Notes Payable

The Company has the following notes payable at September 30, 2016:

Date of Borrowing		*Amount*
August 11, 2016	$	155,451
September 14, 2016		357,900
September 26, 2016		125,000
Total notes payable	$	638,351

On August 11, 2016, the Company entered into a term note agreement ("Term Note") with ISS (the "Lender") for a loan of $150,000, plus expenses incurred by the Lender in connection with the execution of this term note. The note is due at the earlier of (1) February 13, 2017, or (ii) the occurrence of certain events, as defined in the agreement. The note is secured by a personal guarantee of the principal officer of the Company ("Borrower Officer"). The principal amount borrowed by the Company from the Lender as of August 11, 2016, including expenses incurred by the Lender, was $155,451. The Term Note provides that the principal amount of the loan would be increased by an additional $350,000 ("Additional Amount"), plus expenses incurred by the Lender in connection with the Term Note, if and when the Borrower Officer provides additional security for the total loan amount in the form of a mortgage on certain real estate (the "Mortgage"). The Mortgage was provided in late August and the Lender subsequently extended the Additional Amount to Borrower. The interest rate on the borrowed amount is 8% per annum. The loan agreement contains additional covenants, representations and events of default. Management is not aware of any violations of covenants and events of defaults.

The Term Note was amended on August 25, 2016 to provide details of the Mortgage. The Term Note was further amended on September 26, 2016 to extend an additional $125,000 to the Company. This additional $125,000 of principal is guaranteed by MDB Capital Group LLC ("MDB"). MDB acts as investment banking advisor for the Lender, and several of MDB's principals are either directors or officers of the Lender. As of September 30, 2016, the aggregated principal amount under the Term Note, including expenses incurred by the Lender, was $638,351.

Total interest expense under notes payable was $4,052 for the period ended September 30, 2016 and is included in accrued expenses at September 30, 2016.

6. Contingencies

The Company is subject to various legal proceedings from time to time as part of its business. As of September 30, 2016, the Company was not a party to any legal proceedings or threatened legal proceedings, the adverse outcome of which, individually or in the aggregate, it believes would have a material adverse effect on its business, financial condition and results of operations.

7. Stockholders' Equity

Preferred Stock

The Company has authorized a total of 10,000,000 shares of preferred stock, par value $0.0001 per share, none of which were outstanding at September 30, 2016. The Company's Board of Directors has the authority to issue preferred stock and to determine the rights, preferences, privileges, and restrictions, including voting rights.

Common Stock

The Company has authorized a total of 50,000,000 shares of common stock, par value $0.0001 per share, of which 2,952,000 shares were issued and outstanding at September 30, 2016.

In conjunction with the incorporation of the Company, 2,952,000 shares of common stock were issued to its founding stockholders for cash consideration of $2,952.

8. Income Taxes

For the period from July 22, 2016 (inception) to September 30, 2016, the Company incurred net operating losses for federal tax purposes of approximately $554,000. The net operating loss carry forwards will begin to expire in 2036. The availability of the Company's net operating loss carry forwards is subject to limitation if there is a 50% or more change in the ownership of the Company's stock.

The Company did not have net deferred tax asset at September 30, 2016. A 100% valuation allowance has been established against the deferred tax assets as the utilization of the loss carry forward cannot reasonably be assured. Significant components of the deferred tax assets (liabilities), computed at the statutory federal tax rate of 34%, are approximately as follows:

Net operating loss carry forwards	$ 188,000
Deferred tax assets, net	188,000
Valuation allowance	(188,000)
Net deferred tax asset	$ -

The Company has applied the provisions of FASB ASC 740, “Income Tax” which clarifies the accounting for uncertainty in tax positions. FASB ASC 740 requires the recognition of the impact of a tax position in the financial statements if that position is more likely than not of being sustained on a tax return upon examination by the relevant taxing authority, based on the technical merits of the position. At September 30, 2016, the Company had no unrecognized tax benefits. The Company is currently not under examination by any tax authority.

The Company’s practice is to recognize interest and penalties related to income tax matters in income tax expense. As of September 30, 2016, there was no accrued interest or penalties related to uncertain tax positions.

9. Subsequent Events

On October 14, 2016, the Company entered into a share exchange agreement under which ISS will acquire the Company in an exchange for ISS shares, whereby the Company will become a wholly owned subsidiary of ISS. The number of shares of ISS to be issued to the existing stockholders of the Company will be determined by a formula, and it is anticipated that ISS will issue approximately 55% of its issued and outstanding common stock immediately after the transaction. At the closing, it is agreed that one of the Company’s directors will become a director of ISS and several of the Company’s officers will also become officers of ISS under their current employment arrangements. The consummation of the acquisition is subject to various conditions precedent, as defined in the agreement, for each of the parties to the agreement. The Company anticipates the closing taking place within a few weeks, but before December 31, 2016.

On October 16, 2016, the Company issued 59,340 and 15,000 shares of the theMaven common stock to a new director and an employee, respectively, in conjunction with their employment by the Company.

On October 26, 2016, the Term Note (refer to Note 5) was further amended to extend an additional amount of $96,000 to the Company. This additional amount is guaranteed by MDB.

Integrated Surgical Systems, Inc. and Subsidiary
Pro-Forma Combined Financial Statements
(unaudited – prepared by management)

Integrated Surgical Systems, Inc. and Subsidiary
Pro-Forma Condensed Combined Balance Sheets
As of September 30, 2016
(unaudited)

	Integrated	theMaven	Pro Forma Adjustments (Note 3)	Pro Forma Consolidated
ASSETS				
Current assets:				
Cash and cash equivalents	$ 479,187	$ 149,282		$ 628,469
Investments in available-for-sale securities	1,097,470	-		1,097,470
Notes receivable	638,351	-	(638,351) **(1)**	-
Other current assets	42,846	5,222	(4,052) **(4)**	44,016
Total current assets	2,257,854	154,504	(642,403)	1,769,955
Total assets	$ 2,257,854	$ 154,504	$ (642,403)	$ 1,769,955
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)				
Current liabilities:				
Accounts payable	$ 68,984	$ 30,600		$ 99,584
Accrued expenses and other current liabilities	-	36,992	(4,052) **(4)**	182,940
			150,000 **(6)**	
Note payable	-	638,351	(638,351) **(1)**	-
Conversion feature liability	88,395	-	-	88,395
Total current liabilities	157,379	705,943	(492,403)	370,919
Total liabilities	157,379	705,943	(492,403)	370,919
Redeemable convertible preferred stock	168,496	-	-	168,496
Commitments and contingencies				
Stockholders' Equity (Deficit):				
Common stock	94,835	297	125,172 **(2)**	220,476
			(297) **(2)**	
			469 **(2)**	
Common stock to be issued	9,375	-	(9,375) **(2)**	-
Additional paid-in capital	64,543,421	2,655	(125,172) **(2)**	2,582,996
			297 **(2)**	
			8,906 **(2)**	
			(62,738,143) **(3)**	
			22,491 **(3)**	
			868,541 **(7)**	
Accumulated deficit	(62,738,143)	(554,391)	62,738,143 **(3)**	(1,572,932)
			(150,000) **(6)**	
			(868,541) **(7)**	
Accumulated other comprehensive income	22,491	-	(22,491) **(3)**	-
Total stockholder's equity (deficit)	1,931,979	(551,439)	(150,000)	1,230,540
Total liabilities and stockholders' equity (deficit)	$ 2,257,854	$ 154,504	$ (642,403)	$ 1,769,955

Integrated Surgical Systems, Inc. and Subsidiary
Pro-Forma Condensed Combined Statements of Operations
(unaudited)

	Integrated Nine months Ended September 30, 2016	theMaven Period July 22, 2016 (inception) to September 30, 2016	Pro Forma Adjustments (Note 3)		Pro Forma Combined
Operating expenses:					
Research and development expenses	$ -	$ 307,102	$ -		$ 307,102
General and administrative expenses	220,900	243,245	(22,905)	**(5)**	396,516
			(44,724)	**(5)**	
Total operating expenses	220,900	550,347	(67,629)		703,618
Loss from operations	(220,900)	(550,347)	67,629		(703,618)
Other income (expense):					
Interest and dividend income (expense), net	20,188	(4,044)	4,052	**(4)**	16,144
			(4,052)	**(4)**	
Change in fair value of conversion feature	(12,052)	-	-		(12,052)
Realized gain on available-for-sale securities	2,875	-	-		2,875
Total other income, net	11,011	(4,044)	-		6,967
Loss before income tax provision	(209,889)	(554,391)	67,629		(696,651)
Income tax provision	800	-	-		800
Net loss	**$ (210,689)**	**$ (554,391)**	**$ 67,629**		**$ (697,451)**
Other comprehensive loss:					
Unrealized gain (loss) on available-for-sale securities	20,070	-	-		20,070
Reclassification adjustment for gains, net of tax	(2,875)	-	-		(2,875)
Total other comprehensive income (loss)	17,195	-	-		17,195
Comprehensive loss	**$ (193,494)**	**$ (554,391)**	**$ 67,629**		**$ (680,256)**
Loss per share - basic and diluted	$ (0.02)	$ (0.19)			$ (0.03)
Weighted-average shares of common stock outstanding - basic and diluted	9,416,859	2,952,000			22,047,530

Integrated Surgical Systems, Inc. and Subsidiary
Notes to Pro-Forma Condensed Combined Financial Statements
(unaudited)

1. Basis of Presentation

On October 14, 2016, subsequently amended on November 4, 2016, theMaven Network, Inc., a Nevada corporation ("theMaven"), entered into a Share Exchange Agreement (the "Share Exchange Agreement") with Integrated Surgical Systems, Inc. ("Integrated"), and the shareholders of theMaven, holding all of the issued and outstanding shares of theMaven (collectively, "theMaven Shareholders"). The transaction will result in Integrated acquiring theMaven as a wholly owned subsidiary by the exchange of all of the outstanding securities of theMaven held by theMaven Shareholders for a number of newly issued shares of the common stock of Integrated, representing approximately 56.7% of the issued and outstanding shares immediately after the transaction (the "Share Exchange"). The final number of shares of common stock to be issued to theMaven Shareholders will be determined and adjusted based on an exchange formula set forth in the Share Exchange Agreement.

These pro forma financial statements have been compiled from and include:

a) an unaudited pro forma balance sheet combining the unaudited balance sheets of Integrated and theMaven as of September 30, 2016, giving effect to the transaction as if it occurred on September 30, 2016; and

b) an unaudited pro forma statement of operations combining the unaudited statement of operations of Integrated for the nine months ended September 30, 2016, and of theMaven for the period from July 22, 2016 (inception) to September 30, 2016.

Based on the review of the accounting policies of Integrated and theMaven, there are no material accounting differences between the accounting policies of the companies. The unaudited pro forma financial statements should be read in conjunction with the historical financial statements and notes thereto of Integrated.

It is management's opinion that these pro forma financial statements include all adjustments necessary for the fair presentation, in all material respects, of the proposed transaction described above in accordance with US GAAP applied on a basis consistent with Integrated and theMaven accounting policies. No adjustments have been made to reflect potential cost savings that may occur subsequent to completion of the transaction. The pro forma statement of operations does not reflect non-recurring charges or credits directly attributable to the transaction, of which none are currently anticipated.

2. Share Exchange Agreement

On October 14, 2016, subsequently amended on November 4, 2016, theMaven Network, Inc., a Nevada corporation ("theMaven"), entered into a Share Exchange Agreement (the "Share Exchange Agreement") with Integrated Surgical Systems, Inc. ("Integrated"), and the shareholders of theMaven, holding all of the issued and outstanding shares of theMaven (collectively, "theMaven Shareholders"). The transaction will result in Integrated acquiring theMaven as a wholly owned subsidiary by the exchange of all of the outstanding securities of theMaven held by theMaven Shareholders for a number of newly issued shares of the common stock of Integrated, representing approximately 56.7% of the issued and outstanding shares immediately after the transaction (the "Share Exchange"). The final number of shares of common stock to be issued to theMaven Shareholders will be determined and adjusted based on an exchange formula set forth in the Share Exchange Agreement.

The transaction was accounted for as a reverse recapitalization transaction. As theMaven is deemed to be the purchaser for accounting purposes under recapitalization accounting, these pro forma financial statements are presented as a continuation of theMaven. The equity of theMaven is presented as the equity of the combined company and the capital stock account of Integrated is adjusted to reflect the par value of the outstanding and issued common stock of the legal acquirer (Integrated) after giving effect to the number of shares issued in the share exchange agreement. Shares retained by Integrated are reflected as an issuance as of the acquisition date for the historical amount of the net assets of the acquired entity, which in this case is zero.

3. Pro Forma Assumptions and Adjustments

The unaudited pro-forma consolidated financial statements incorporate the following pro forma assumptions and adjustments:

(1) Note payable and note receivable is forgiven and eliminated upon closing, they relate to intercompany.

(2) Common stock is adjusted based on share exchange and post-closing number of common stock shares issued and outstanding. Refer to table below and Note 4.

Description	# of shares
Common stock issued to theMaven shareholders	12,517,151
Common stock held by Integrated shareholders	9,530,379
Total common stock issued and outstanding post transaction	22,047,530

(3) Reflects the reclassification of accumulated deficit to additional paid-in capital of Integrated.

(4) Interest expense and income related to note payable and note receivable is eliminated.

(5) Represents the elimination of nonrecurring transaction costs incurred during the nine-months period ended September 30, 2016 that are directly related to the reverse recapitalization transaction.

(6) Represents estimated transaction costs.

(7) Fair value of warrants issued to MDB.

4. Pro-Forma Common Shares

Pro-forma common shares as of September 30, 2016, have been determined as follows:

	Number of Common Shares	Common Stock Amount	Additional Paid-in Capital $
Issued and outstanding common shares of Integrated	9,483,503	94,835	64,543,421
Integrated shares issued subsequent to 9/30/16	46,876	469	8,906
Issued and outstanding common shares of theMaven	2,952,000	297	2,655
Cancellation of common shares of theMaven	(2,952,000)	(297)	(2,655)
Issuance of common shares for acquisition	12,517,151	125,172	(125,172)
Other adjustments	-	-	25,443
Fair value of warrants issued to MDB in connection with the transaction	-	-	868,541
Eliminate outstanding deficit of Integrated	-	-	(62,738,143)
Pro-forma balance, September 30, 2016	22,047,530	220,476	2,582,996

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this amended Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

INTEGRATED SURGICAL SYSTEMS, INC.

Date: November 4, 2016

By: /S/ James C. Heckman
James C. Heckman,
Chief Executive Officer

Exhibit 10.2

FIRST AMENDMENT TO THE SHARE EXCHANGE AGREEMENT

This FIRST AMENDMENT TO THE SHARE EXCHANGE AGREEMENT (this "Amendment"), dated as of November 3, 2016, is by and among Integrated Surgical Systems, Inc., a Delaware corporation ("Integrated"). TheMaven Network, Inc., a Nevada corporation ("Maven") and all the shareholders, option holders, warrant holders and holders of convertible securities of Maven identified on Annex A hereto (collectively the "Shareholders"). Each of the parties to this Agreement is individually referred to herein as a "Party") and collectively, as the "Parties"). This Amendment amends the Share Exchange Agreement dated October 14, 2016 between Integrated, Maven and the Shareholders, the terms of which are incorporated herein ("Exchange Agreement"). All capitalized terms have the meaning set forth in the Exchange Agreement.

Agreement

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Maven Stock. Since the Exchange Agreement, Maven has, with the consent of Integrated, issued additional Maven Stock. Maven has 3,026,340 shares of Maven Stock issued and outstanding.

1.1 Consistent with Section 1 of this Amendment, Section 1.1 of the Exchange Agreement is amended in its entirety to provide as follows:

> At the Closing, the Shareholders shall sell, transfer, convey, assign and deliver to Integrated all of his/her respective Maven Stock, free and clear of all Liens, in exchange for the Shares of Integrated Stock. The number of Integrated Stock that each Shareholders is entitled to receive at the Closing shall equal to (x) the percentage of total shares of Maven Stock (the "Maven Shareholder Percentage Ownership") the Shareholder owns immediately prior to the Closing (which shall equal to the total number of shares of Maven Stock the Shareholder owns as set forth on the signature page of such Shareholder *divided by* 3,026,340), *multiplied by* (y) the aggregate number of shares of Integrated Stock that that will be issued to the Shareholders at the Closing (subject to adjustment pursuant to the Exchange Formula) (the "Shareholders Formula"). For the avoidance of doubt, the aggregated number of shares of Maven Stock that will be transferred to Integrated at the Closing shall be 3,026,340.

1.2 In each other provision in the Exchange Agreement where 2,967,000 is used, the number 2,967,000 shall be replaced by the number 3,026,340.

1.3 Pursuant to the Exchange Formula, as amended by this Amendment, each share of Maven Stock shall convert into 4.13607 shares of Integrated Stock.

2. Indemnification. Integrated shall pay to under Subparagraph (iii) of Section 1.2 of the Exchange Agreement, the sum of $3,920 to the State of Delaware. Integrated shall not file Amended Delaware Franchise Tax returns under Section 5.2(p) of the Exchange Agreement; provided that Surviving Corporation shall indemnify, defend and hold the Shareholders harmless from and against any Damages arising from any Delaware franchise taxes of Integrated, including any interest and penalties thereon, due for all periods prior to Closing.

3. Integrated Net Value. Integrated represents that the net value of Integrated pursuant to the Exchange Formula is $2,175,937.

4. Board of Directors. Under Section 6.13, the Board shall appoint Ross Levinsohn as the independent director of the Surviving Corporation, whose initial compensation for all positions as a director with the Surviving Corporation and its subsidiaries and affiliate companies initially will not exceed $5,000 a month.

5. Future Amendments; Stockholder Representative. Each Shareholder irrevocably authorizes and appoints the Stockholders' Representative as the Shareholder's representative and attorney-in-fact to act on behalf of such person with respect to the Exchange Agreement and the transaction contemplated by the Exchange Agreement, including, the exercise of the power, to h hereafter alter, modify and amend the Exchange Agreement and to enter any and all such amendments and modifications to the Agreement as the Shareholder's representative deems to be reasonable, appropriate and in furtherance of the transaction contemplated by the Exchange Agreement. No Shareholder shall have the right to object to, dissent from, protest or otherwise contest the same. The provisions of this Section, including the power of attorney granted hereby, are independent and severable, are irrevocable and coupled with an interest and shall not be terminated by any act of any one or Shareholder, or by operation of law.

[*Signature Page Follows*]

SIGNATURE PAGE TO THE FIRST AMENDMENT
TO THE SHARE EXCHANGE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Share Exchange Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

INTEGRATED SURGICAL SYSTEMS, INC.

By: /s/ Christopher A. Marlett
Name: Christopher A. Marlett
Title: Chief Executive Officer

THEMAVEN NETWORK, INC.

By: /s/ James C. Heckman
Name: James C. Heckman
Title: Chief Executive Officer

By: /s/ William Sornsin
Name: William Sornsin
Title: Chief Operating Officer

SHAREHOLDER:

- See Below -
[List of Shareholders:

James C. Heckman
William C. Sornsin
Benjamin G. Joldersma
Marc T. Beck
Donald J. Clore
Robert Goree
Lloyd G. Gregory
Damien Joldersma
Brian N. Ku
Michael Strong
Panayiotis Treperinas
Aarti Varma
Yoshiko Wright
Joseph C. Wright
John Deming
Ross Levinsohn]

Exhibit 10.3

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS AGREEMENT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER SUCH ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE COMPANY REQUESTS, DELIVERY TO THE COMPANY OF AN OPINION REASONABLY SATISFACTORY TO THE COMPANY AS TO THE APPLICABILITY OF SUCH EXEMPTION, RENDERED BY COUNSEL TO THE HOLDER REASONABLY ACCEPTABLE TO THE COMPANY UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

INTEGRATED SURGICAL SYSTEMS, INC.

WARRANT TO PURCHASE COMMON STOCK

Warrant No.: __
Date of Issuance: November ____, 2016 ("**Issuance Date**")

Integrated Surgical Systems, Inc., a Delaware corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon exercise of this Warrant (including any Warrants to purchase Common Stock issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the date hereof (the "**Vesting Date**"), but not after 11:59 p.m., New York time, on the Expiration Date (as defined below), such number of fully paid and non-assessable shares of Common Stock (the "**Warrant Shares**") as set forth herein in Section 1(c), subject to adjustment as herein provided. Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 16. This Warrant has been issued in connection with that certain Engagement Letter for Investment Banking Services dated as of November 28, 2007 by and between MDB Capital Group LLC ("**MDB**") and the Company (the "**Engagement Letter**") and the completion of the acquisition of theMaven Network, Inc., a Nevada corporation, through the services of MDB as placement agent.

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof (including, without limitation, the limitations set forth in Section 1(g)), this Warrant may be exercised by the Holder on any day on or after the Vesting Date, in whole or in part, by delivery to the Company of a notice, in the form attached hereto as **Exhibit A** (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price (as defined below) multiplied by the number of Warrant Shares as to which this Warrant was so exercised (the "**Aggregate Exercise Price**") in cash or via wire transfer of immediately available funds if the Holder did not notify the Company in such Exercise Notice that the exercise was made pursuant to a Cashless Exercise (as defined in Section 1(e)). The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Shares in accordance with the terms hereof. Notwithstanding the foregoing, if all or any portion of this Warrant is cancelled, the Holder will promptly deliver this Warrant to the Company upon request (and in exchange for a replacement Warrant in the event of partial cancellation as provided herein). Promptly, and in any event with in three (3) Trading Days, after receipt of fully-completed and executed Exercise Notice, together with the Aggregate Exercise Price if applicable, the Company shall transmit by facsimile an acknowledgment of confirmation of receipt of the Exercise Notice, in the form attached hereto as **Exhibit B**, to the Holder and the Company's transfer agent (the "**Transfer Agent**"), and, further, shall (X) if the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit/ Withdrawal at Custodian system, or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver to the Holder or, at the Holder's instruction pursuant to the Exercise Notice, to any designee of the Holder to whom the Holder is permitted to transfer this Warrant, or any agent thereof, in each case to the address as specified in the applicable Exercise Notice, a certificate, registered in the Company's share register in the name of the Holder or such designee (as indicated in the applicable Exercise Notice), for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise. Upon delivery of the executed Exercise Notice and payment of the Aggregate Exercise Price if applicable, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder's DTC account or the date of delivery of the certificates evidencing such Warrant Shares (as the case may be). If this Warrant is submitted in connection with any exercise pursuant to this Section and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Holder may surrender this Warrant to the Company, whereupon the Company shall promptly, but in no event later than five (5) Business Days, after such exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 6(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional shares of Common Stock are to be issued upon the exercise of this Warrant, but rather the number of shares of Common Stock to be issued shall be rounded up to the nearest whole number.

(b) Exercise Price. For purposes of this Warrant, the "**Exercise Price**" will be $0.20 per share (the "**Exercise Price**").

(c) Number of Shares. The Warrant Shares subject to this Warrant shall be _____ shares of Common Stock.

(d) Company's Failure to Timely Deliver Securities. If within three (3) Trading Days after the Company's receipt of the applicable Exercise Notice and receipt of the applicable Aggregate Exercise Price if the Holder did not notify the Company in such Exercise Notice that such exercise was made pursuant to a Cashless Exercise, the Company shall fail to issue and deliver a certificate to the Holder and register such shares of Common Stock on the Company's share register or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be), and if on or after such third (3rd) Trading Day the Holder (or any other Person in respect, or on behalf, of the Holder) purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such exercise that the Holder so anticipated receiving from the Company, then, in addition to all other remedies available to the Holder, the Company shall, within four (4) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including, without limitation, by any other Person in respect, or on behalf, of the Holder) (the "**Buy-In Price**"), at which point the Company's obligation to so issue and deliver such certificate or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to the Holder a certificate or certificates representing such shares of Common Stock or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Exercise Notice and ending on the date of such issuance and payment under this clause (ii).

(e) Cashless Exercise. Notwithstanding anything contained herein to the contrary (other than Section 1(f)), whether or not at the time of such exercise a registration statement is effective (or the prospectus contained therein is available for use) for the resale by the Holder of all of the Warrant Shares, then the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the "Net Number" of shares of Common Stock determined according to the following formula (a "**Cashless Exercise**"):

Net Number = (A x B) - (A x C)

B

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= as applicable: (i) the Closing Sale Price of the Common Stock on the Trading Day immediately preceding the date of the applicable Exercise Notice if such Exercise Notice is (1) both executed and delivered pursuant to Section 1(a) on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 1(a) on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day; (ii) the Bid Price of the Common Stock as of the time of the Holder's execution of the applicable Exercise Notice if such Exercise Notice is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter pursuant to Section 1(a); or (iii) the Closing Sale Price of the Common Stock on the date of the applicable Exercise Notice if the date of such Exercise Notice is a Trading Day and such Exercise Notice is both executed and delivered pursuant to Section 1(a) after the close of "regular trading hours" on such Trading Day.

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

(f) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 13.

(g) Insufficient Authorized Shares. The Company shall at all times keep reserved for issuance under this Warrant a number of shares of Common Stock as shall be necessary to satisfy the Company's obligation to issue shares of Common Stock hereunder (without regard to any limitation otherwise contained herein with respect to the number of shares of Common Stock that may be acquirable upon exercise of this Warrant). If, notwithstanding the foregoing, and not in limitation thereof, the Company at any time does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon exercise of this Warrant, then the Company shall promptly take all action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve the number of shares necessary to satisfy the Company's obligations hereunder. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of the failure to have sufficient authorized shares to permit the exercise of this Warrant ("**Authorized Share Failure**"), but in no event later than seventy (70) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal.

(h) Registration Rights Agreement. Concurrently with the execution of this Warrant, the Holder and the Company are entering into a registration rights agreement.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. In addition to the adjustments set forth in Section 1, the Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 2.

(a) Stock Dividends and Splits. Without limiting any provision of Section 2 or Section 3(a), if the Company, at any time on or after the date hereof while this Warrant remains outstanding, (i) pays a stock dividend on one or more classes of its then outstanding shares of Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding shares of Common Stock into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to paragraph (a) of this Section 2, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(c) Other Events. In the event that the Company (or any subsidiary or affiliate of the Company) shall take any action to which the provisions hereof are not strictly applicable, or, if applicable, would not operate to protect the Holder from dilution or if any event occurs of the type contemplated by the provisions of this Section 2 (i.e., proportional adjustments to reflect changes in the Company's capital structure, but not anti-dilution protections based on the issuance price of new securities) but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features, an "**Other Adjustment Event**"), then the Company's board of directors shall in good faith determine and implement an appropriate adjustment in the Exercise Price and the number of Warrant Shares (if applicable) so as to protect the rights of the Holder, provided that no such adjustment pursuant to this Section 2(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2, provided further that if the Holder does not reasonably accept such adjustments as appropriately protecting its interests hereunder against such dilution, then the Company's board of directors and the Holder shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such appropriate adjustments, whose determination shall be final and binding and whose fees and expenses shall be borne by the Company unless such adjustment, as finally determined by such investment bank, is within three percent (3%) of the Company's originally proposed adjustment, in which case such fees and expenses shall be borne by the Holder. For the avoidance of doubt, an "**Other Adjustment Event**" shall not include a bona fide financing transaction in which the Company sells its securities for the principal purpose of raising working capital or other operating capital or any issuance or grant to an employee, director or consultant of the Company (or any subsidiary or affiliate of the Company) under an incentive stock plan approved by the board of directors of the Company.

(d) Calculations. All calculations under this Section 2 shall be made by rounding to the nearest cent or the nearest $1/100^{th}$ of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. In addition to any adjustments pursuant to Section 2 above, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "**Distribution**"), at any time after the issuance of this Warrant while this Warrant remains outstanding, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

(a) PURCHASE RIGHTS. In addition to any adjustments pursuant to Section 2 above, if at any time while this Warrant remains outstanding the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

4. NONCIRCUMVENTION. The Company shall not, by amendment of its articles of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme, arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder against impairment.

5. WARRANT HOLDER NOT DEEMED A STOCKHOLDER. Except as otherwise specifically provided herein, the Holder, solely in its capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in its capacity as the Holder of this Warrant, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which it is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 5, so long as this Warrant is outstanding, the Company shall provide the Holder with copies of the same notices and other information given to the stockholders of the Company generally, contemporaneously with the giving thereof to the stockholders.

6. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 6(d)), registered in the name of the transferee, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 6(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred. The rights and obligations of the Registration Rights Agreement may be assigned and transferred with any transfer of this Warrant. For the abundance of clarity, there is no restriction on the assignment and transfer of this Warrant and the Registration Rights Agreement, other than as provided by law, rule and regulation and any specific agreements between the Holder and the Company.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 6(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 6(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional shares of Common Stock shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 6(a) or Section 6(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

7. COMPLIANCE WITH THE SECURITIES ACT.

(a) Agreement to Comply with the Securities Act; Legends. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this Section 7 and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act of 1933, as amended (the "**Securities Act**"). This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form (in addition to any legends required by any stockholders agreement, the Proxy or applicable law):

"THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SHARES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION SATISFACTORY TO THE CORPORATION TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL OR (III) SUCH SECURITIES ARE SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER THE ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

(b) Representations of the Holder. In connection with the issuance of this Warrant, the Holder specifically represents, as of the date hereof, to the Company by acceptance of this Warrant as follows:

(i) The original Holder is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Holder is acquiring this Warrant and the Warrant Shares to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act.

(ii) The Holder understands and acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

8. NOTICES. The Company will give notice to the Holder (i) promptly upon each adjustment of the Exercise Price and the number of Warrant Shares, setting forth in reasonable detail, and certifying, the calculation of such adjustment(s) and (ii) at least fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock, and (B) for determining rights to vote with respect to any merger, consolidation, combination, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of its subsidiaries, while the Company is an issuer reporting under the Federal securities laws, the Company shall simultaneously file such notice with the Securities Exchange Commission pursuant to a Current Report on Form 8-K.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, if delivered personally; (ii) when sent, if sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) when sent, if sent by e-mail by the sending party and the sending party does not receive an automatically generated message from the recipient's e-mail server that such e-mail could not be delivered to such recipient, *provided* that such sent e-mail is kept on file (whether electronically or otherwise), and either (A) a copy of the relevant notice is sent on the same day as such sent email in accordance with clause (i), (ii) or (iv) of this paragraph or (B) an authorized representative of the Company affirmatively acknowledges receipt of such email by reply email or other written communication) and (iv) if sent by overnight courier service, one (1) Trading Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Integrated Surgical Systems, Inc.
2425 Cedar Springs Road
Dallas, Texas 75201
Attention: Chief Executive Officer

If to a Holder, to its address, facsimile number or e-mail address set forth herein or on the books and records of the Company.

Or, in each of the above instances, to such other address, facsimile number or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iv) above, respectively.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, this Warrant may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by the Company or the Holder of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Warrant shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10. SEVERABILITY. If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

11. GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude either party from bringing suit or taking other legal action against the other party in any other jurisdiction to enforce a judgment or other court ruling in favor of the such party. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

12. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

13. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price, the Closing Sale Price, the Bid Price or fair market value or the arithmetic calculation of the Warrant Shares, as the case may be, the Company or the Holder (as the case may be) shall submit the disputed determinations or arithmetic calculations (as the case may be) via facsimile (i) within two (2) Business Days after receipt of the applicable notice giving rise to such dispute to the Company or the Holder (as the case may be) or (ii) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Company are unable to agree upon such determination or calculation (as the case may be) of the Exercise Price, the Closing Sale Price, the Bid Price or fair market value or the number of Warrant Shares (as the case may be) within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Company or the Holder (as the case may be), then the Company shall, within two (2) Business Days submit via facsimile (a) the disputed determination of the Exercise Price, the Closing Sale Price, the Bid Price or fair market value (as the case may be) to an independent, reputable investment bank selected by the Company and reasonably acceptable to the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause the investment bank or the accountant (as the case may be) to perform the determinations or calculations (as the case may be) and notify the Company and the Holder of the results as soon as reasonably practicable. Such investment bank's or accountant's determination or calculation (as the case may be) shall be binding upon all parties absent demonstrable error. The fees and expenses of the investment bank or the accountant shall be borne by the Company unless the number is question, as finally determined by such investment bank or accountant, is within three percent (3%) of the Company's originally proposed number, in which case such fees and expenses shall be borne by the Holder.

14. REMEDIES, CHARACTERIZATION, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available at law or in equity. Each party acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the other party and that the remedy at law for any such breach may be inadequate. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, exercises and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). Each party therefore agrees that, in the event of any such breach or threatened breach, the other party shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Warrant.

15. TRANSFER. This Warrant may be offered for sale, sold, transferred or assigned without the consent of the Company, subject to compliance with Section 7, other applicable law. The issuance of shares and certificates for shares as contemplated hereby upon the exercise of this Warrant shall be made without charge to the Holder or such shares for any issuance tax or other costs in respect thereof, provided that the Company shall not be required to pay any tax (a) based upon the net income of the Holder or (b) that may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than the Holder or its agent on its behalf.

16. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) "**Bid Price**" means, for any security as of the particular time of determination, the bid price for such security on the Principal Market as reported by Bloomberg as of such time of determination, or, if the Principal Market is not the principal securities exchange or trading market for such security, the bid price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg as of such time of determination, or if the foregoing does not apply, the bid price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg as of such time of determination, or, if no bid price is reported for such security by Bloomberg as of such time of determination, the average of the bid prices of any market makers for such security as reported in the "pink sheets" by OTC Markets Group Inc. (formerly Pink Sheets LLC) as of such time of determination. If the Bid Price cannot be calculated for a security as of the particular time of determination on any of the foregoing bases, the Bid Price of such security as of such time of determination shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 13. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(b) "**Bloomberg**" means Bloomberg, L.P.

(c) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(d) "**Closing Sale Price**" means, for any security as of any date, the last closing trade price for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last trade price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the "pink sheets" by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 13. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(e) "**Common Stock**" means (i) the Company's shares of common stock, $0.001 par value per share, and (ii) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(f) "**Convertible Securities**" means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(g) "**Expiration Date**" means the date that is the fifth anniversary of the Issuance Date or, if such date falls on a day other than a Business Day or on which trading does not take place on the Principal Market (a "**Holiday**"), the next date that is not a Holiday.

(h) "**Options**" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(i) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(j) "**Principal Market**" means the a national securities exchange in the United States or a recognized United States trading medium which provides daily reports of the prices at which securities are offered and traded.

(k) "**Registration Rights Agreement**" means the registration rights agreement entered into on even date herewith for the benefit of the Holder or Holders.

(l) "**Trading Day**" means, as applicable, (x) with respect to all price determinations relating to the Common Stock, any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder or (y) with respect to all determinations other than price determinations relating to the Common Stock, any day on which The New York Stock Exchange (or any successor thereto) is open for trading of securities.

IN WITNESS WHEREOF, the Company has caused this Warrant to purchase Common Stock to be duly executed as of the Issuance Date set out above.

INTEGRATED SURGICAL SYSTEMS, INC.

By: _____
Name:
Title:

EXHIBIT A

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS WARRANT TO PURCHASE COMMON STOCK

INTEGRATED SURGICAL SYSTEMS, INC.

The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock ("**Warrant Shares**") of Integrated Surgical Systems, Inc., a Delaware corporation (the "**Company**"), evidenced by the Warrant to purchase Common Stock (the "**Warrant**"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as:

_____ a "Cash Exercise" with respect to _____ Warrant Shares; and/or

_____ a "Cashless Exercise" with respect to _____ Warrant Shares.

In the event that the Holder has elected a Cashless Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder hereby represents and warrants that (i) this Exercise Notice was executed by the Holder at _____ [a.m.][p.m.] on the date set forth below and (ii) if applicable, the Bid Price as of such time of execution of this Exercise Notice was $_____.

2. Payment of Exercise Price. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to Holder, or its designee or agent as specified below, _____ Warrant Shares in accordance with the terms of the Warrant. Delivery shall be made to Holder, or for its benefit, to the following address:

_____
_____
_____
_____

Date: _____ __, _____

_____
Name of Registered Holder

By: _____
Name:
Title:

EXHIBIT B

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs _____ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated _____, 20__, from the Company and acknowledged and agreed to by _____.

INTEGRATED SURGICAL SYSTEMS, INC.

By: _____
Name:
Title:

Exhibit 10.4

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement') is made and entered into as of November [__], 2016, by and among theMaven Network, Inc., a Nevada corporation (“Maven”) and Integrated Surgical Systems, Inc., a Delaware corporation, the parent of Maven (“Integrated”) (collectively, Maven and Integrated as the “Company”) and James C. Heckman, Jr. an individual (the “Employee”). This Agreement shall be effective upon the closing of the Share Exchange Agreement between Maven, Integrated and the Shareholders. This Agreement replaces and supersedes the prior employment letter agreement between the Maven and the Employee, dated July 18, 2016.

WHEREAS, the Company desires to employ the Employee as its Chief Executive Officer, and the Employee desires to accept this offer of employment, effective as of the Effective Date.

WHEREAS, the Company and the Employee have determined that the terms and conditions of this Agreement are reasonable and in their mutual best interests and accordingly desire to enter into this Agreement in order to provide for the terms and conditions upon which the Employee shall be employed by the Company.

NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and representations and warranties set forth herein, the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE 1.
TERMS OF EMPLOYMENT

1.1 Employment and Acceptance.

(a) *Employment and Acceptance*. On and subject to the terms and conditions of this Agreement, the Company shall employ the Employee and the Employee hereby accepts such employment. The term of the Employee's employment pursuant to this Agreement (the “Term”) shall commence on July 18, 2016 (the “Effective Date”) and shall have a term of three years, unless sooner terminated as hereinafter provided. The Term shall be extended only through the execution, by both parties, of a written amendment to this Agreement, in which case references to the Term shall refer to the Term as so amended.

(b) *Responsibilities and Duties*. The Employee shall serve as the Chief Executive Officer of the Company and as a member of the Board of Directors, during the Term. The Employee's duties as Chief Executive Officer shall consist of such duties and responsibilities as are consistent with the Employee's position, including but not be limited to, (i) management of the business to achieve the financial and strategic goals established by the Board, (ii) spearheading growth of revenues, (iii) oversight and vision for development of the Company's digital media product(s), (iv) review and implementation of best practices in all of the Company's sales, marketing and business development programs, (v) management of the Company's liquidity and credit agreement compliance and (vii) supervising all senior management personnel of the Company. Company agrees that it shall elect Employee to serve on its Board.

(c) *Authority*. The Employee shall have the authority to perform such acts as are necessary or advisable to fulfill the duties as set forth in Section 1.1 (b) hereof and shall have such additional powers at the Company as may from time to time be prescribed by the Board.

(d) *Reporting*. The Employee shall report directly to the Company’s Board of Directors.

(e) *Performance of Duties / Travel*. With respect to his duties hereunder, at all times, the Employee shall be subject to the instructions, control, and direction of the Board, and act in accordance with the Company's Certificate of Incorporation, Bylaws and other governing policies, rules and regulations, except to the extent that the Employee is aware that such documents conflict with applicable law. The Employee shall devote his business time, attention and ability to serving the Company on an exclusive and full-time basis as aforesaid and as the Board may reasonably require, except during holidays, vacations, illness or accident, or as may be otherwise approved from time to time by the Board in writing. The Employee shall also travel as required by his duties hereunder and shall comply with the Company's then-current travel policies as approved by the Board. Any exceptions to these policies shall require Board approval.

(f) *Indemnification / Insurance*. Throughout and after the Term, Employee will be covered by all applicable Directors and Officers insurance and indemnification provided by the Company's insurance policies, the Company's By-Laws and by state law in connection with his duties as an officer and potentially as director hereunder.

1.2 Compensation and Benefits.

(a) *Annual Salary*. The Employee shall receive an annual salary of $300,000 for each year of the Term (the 'Annual Salary'). The Annual Salary shall be payable on a semi-monthly basis or such other payment schedule as used by the Company for its senior level employees from time to time, less such deductions as shall be required to be withheld by applicable law and regulation and consistent with the Company's practices. The Annual Salary payable to the Employee will be reviewed annually by the Board.

(b) *Equity Incentive Compensation*. In connection with the initial formation of the Company and pursuant to a founder stock purchase agreement (referred as the "Founder Agreement"), the Employee previously purchased from the Company 990,000 shares of common stock of the Company at $0.001 per share, which at the time of purchase represented the current fair market value of a share of common stock, and which aggregate shares represent 33% of the initial fully diluted capitalization table as of the founding of the Company, prior to any capital invested. Once capital is invested, all stock of the Company will be subject to dilution on a "pro-rata" basis. The initial pro-forma capitalization table is Attachment A. The Board and Employee further acknowledge and agree that they are contemplating entering into an agreement (the "Share Exchange Agreement") with an unrelated company, pursuant to which the Employee and other shareholders of the Company will exchange their shares of common stock in the Company for shares of common stock in the new company (the "Exchanged Shares"), which new company will then be the sole parent of the Company (the "Share Exchange Transaction"). As part of the Share Exchange Transaction, the Employee will: (i) Enter into an agreement that subjects his Exchanged Shares to reverse vesting over a 36 month period, beginning as of August 1, 2016, with 1/3rd of Exchanged Shares becoming free from the vesting restrictions on July 31, 2017, provided he continues employment with the Company (or a related entity) through that date, and thereafter another 1/36th of his Exchanged Shares will become free from the vesting restrictions with each subsequent calendar month of continued employment with the Company (or a related entity); and (ii) deposit 35% of his Exchanged Shares into an escrow account to serve as an indemnity against undisclosed liabilities of the Company (if any), and also to serve as incentive compensation associated with specific Company performance goals, such that the failure to achieve the goals will enable the new company to purchase the Exchanged Shares for an amount less than their fair market value (as described in the escrow agreement). In connection with subjecting the Exchanged Shares to new reverse vesting restrictions and depositing the Exchanged Shares into escrow, the Employee may file an election under Section 83(b) of the Code. Except as described in the Share Exchange Agreement and the associated escrow agreement, the Employee will have complete ownership and full enjoyment of his shares of common stock in the Company. In addition, the Employee's Exchanged Shares will be considered free from the reverse vesting restrictions of item (i), above, upon a termination of employment by the Company for any reason other than "Cause," as defined below, or upon a termination by the Employee for Good Reason, or due to Death or Permanent Incapacity. To avoid uncertainty, the Employee's Exchanged Shares will be affected by the reverse vesting restrictions described in item (i) if prior to July 31, 2019 the Company terminates him for Cause or he voluntarily terminates for other than Good Reason. However, in the event that Company purports to terminate Employee for Cause or he voluntarily terminates for what the Company contends is other than Good Reason, Employee shall have complete ownership and full enjoyment of his shares of common stock in the Company and shall not be divested of the Exchanged Shares, or any rights associated therewith, unless and until there has been a final determination by a court of competent jurisdiction that there was, in fact, Cause for termination or that the voluntary termination was for other than Good Reason.

(c) *Expenses*. The Employee shall be reimbursed for all ordinary and necessary out-of-pocket business expenses reasonably and actually incurred or paid by the Employee in the performance of the Employee's duties during the Term in accordance with the Company's policies upon presentation of such expense statements or vouchers or such other Supporting information as the Company may require.

(d) *Benefits*. The Employee shall be entitled to fully participate in all benefit plans that are in place and available to senior level employees of the Company from time to time, including, without limitation, medical, dental, vision and life insurance (if offered), in each case subject to the general eligibility, participation and other provisions set forth in such plans.

(e) *Paid Time Off*. During the Term, the Employee shall be entitled to Paid Time Off (PTO) based on the company's policy for all new hires, so long as such time off does not interfere with Employee's ability to properly perform his duties as Chief Executive Officer of the Company. Employee will start accruing 120 hours of PTO each year per the Company's PTO policy. The total PTO will be prorated for the first year.

1.3 Termination of Employment.

(a) *Termination for Cause*. The Company may terminate the Employee's employment at any time for Cause, without any requirement of a notice period and without payment of any compensation of any nature or kind (including, without limitation, by way of anticipated earnings, damages or payment in lieu of notice). Upon payment of the amounts set forth in this subsection, the Employee shall not be entitled to any severance benefits or payments (other than those required under subsection (f) hereof), including any payment under the terms of the Plan.

(b) *Permanent Incapacity*. In the event of the Permanent Incapacity of the Employee, his employment may thereupon be terminated by the Company without payment of any Severance of any nature or kind (including, without limitation, by way of anticipated earnings, damages or payment in lieu of notice); provided that, in the event of the Employee's termination pursuant to this subsection, subject to Section 2.9 hereof, the Company shall pay or cause to be paid to the Employee (i) the amounts prescribed by subsection (f) below through the date of Permanent Incapacity, and (ii) the amounts specified in any benefit and insurance plans applicable to the Employee as being payable in the event of the permanent incapacity or disability of the Employee, such sums to be paid in accordance with the provisions of those plans as then in effect.

(c) *Death*. If the Employee's employment is terminated by reason of the Employee's death, the Employee's beneficiaries or estate will be entitled to receive and the Company shall pay or cause to be paid to them or it, as the case may be, (i) the amounts prescribed by Subsection (f) below through the date of death, and (ii) the amounts specified in any benefit and insurance plans applicable to the Employee as being payable in the event of the death of the Employee, such sums to be paid in accordance with the provisions of those plans as then in effect.

(d) *Termination by Employee*. The Employee may terminate his employment with the Company upon giving 30 days' written notice or such shorter period of notice as the Company may accept. If the Employee resigns for Good Reason, the Employee shall receive the severance benefits required under subsection (e) hereof. If the Employee resigns for any reason not constituting Good Reason, the Employee shall not be entitled to any severance benefits (other than those required under subsection (f) hereof).

(e) *Termination without Cause or by the Employee for Good Reason*. If the Employee's employment with the Company is terminated by the Company without Cause or by the Employee for Good Reason, the Employee shall be entitled to receive, a lump sum payment equal to the Employee's then current Annual Salary, provided however, that in the event the termination occurs during the first three (3) months of employment hereunder, such lump sum payment shall be equal to six (6) months of Employees then current Annual Salary. Except as provided in the last sentence of this subsection (e), the payment described in this subsection is the only severance payment or payment in lieu of notice that the Employee will be entitled to receive under this Agreement (other than payments due under subsection (f) hereof) in the event of the termination of his employment on the basis contemplated in this paragraph. Any payment pursuant to this subsection shall be paid, subject to applicable withholding if any, within month of the termination date. Any right of the Employee to payment pursuant to this subsection shall be contingent on Employee signing a standard form of release agreement with the Company (which release shall not include any restrictions on post-termination activities other than with respect to Proprietary Information as defined herein).

(f) *Earned Salary and Un-Reimbursed Expenses*. In the event that any portion of the Employee's Annual Salary has been earned but not paid or any reimbursable expenses have been incurred by the Employee but not reimbursed, in each case to the date of termination of his employment, such amounts shall be paid to the Employee within 30 days following such date of termination.

(g) *Statutory Deductions*. All payments required to be made to the Employee, his beneficiaries, or his estate under this Section shall be made net of all deductions required to be withheld by applicable law and regulation. The Employee shall be solely responsible for the satisfaction of any taxes (including employment taxes imposed on employees and taxes on nonqualified deferred compensation). Although the Company intends and expects that the Plan and its payments and benefits will not give rise to taxes imposed under Code Section 409A, neither the Company nor its employees, directors, or their agents shall have any obligation to hold the Employee harmless from any or all of such taxes or associated interest or penalties.

(h) *Fair and Reasonable, etc*. The parties acknowledge and agree that the payment provisions contained in this Section are fair and reasonable, and the Employee acknowledges and agrees that such payments are inclusive of any notice or pay in lieu of notice or vacation or severance pay to which she would otherwise be entitled under statute, pursuant to common law or otherwise in the event that his employment is terminated pursuant to or as contemplated in this Section 1.3.

(i) *Plan*. Any payments due to Employee under the Plan upon the occurrence of any termination event referenced in subsections (b), (c), (d) or (e) above shall be determined exclusively by the provisions of the Plan.

1.4 Restrictive Covenants.

(a) *Non-competition / Non-solicitation*. The Employee recognizes and acknowledges that his services to the Company are of a special, unique and extraordinary nature that cannot easily be duplicated. Further, the Company has and will expend substantial resources to promote such Services and develop the Company's Proprietary Information. Accordingly, in order to protect the Company from unfair competition and to protect the Company's Proprietary information, the Employee agrees that, so long as the Company continues to pay him his Base Salary at the then current rate for a period of up to two (2) years following the termination of his employment with the Company other than for Cause, he will not engage as an employee, consultant, owner or operator for any business, a principal component of which is the operation and monetization of a business which competes directly with the Company's Business, which shall include expert-led online interest groups and communities and related products and monetization, and shall explicitly include these named companies: Scout Media/Scout.com, Rivals.com and 247 Sports. While Employee renders services to the Company, he also agrees that he will not assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring away any employee of the Company. Employee also agrees not to solicit, induce or encourage or attempt to solicit, induce or encourage, either directly or indirectly, any employees of the Company to leave the employ of the Company for a period of one (1) year from the date of his termination with the Company for any reason. The non-competition provisions of this Section 1.4 (a) shall not apply to the Employee in the event of (a) the termination of the Employee's employment by the Company without Cause or (b) the termination of the Employee's employment by the Employee for Good Reason.

(b) Any material breach of the terms of this Section 1.4 by the Employee shall be considered Cause.

(c) *Confidential Information*. The Employee recognizes and acknowledges that the Proprietary information is a valuable, special and unique asset of the Company's Business. In order to obtain and/or maintain access to the Proprietary information, which Employee acknowledges is essential to the performance of his duties under this Agreement, the Employee agrees that, except with respect to those duties assigned to him by the Company, the Employee: (i) shall hold in confidence all Proprietary Information; (ii) shall not reproduce, use, distribute, disclose, or otherwise misappropriate any Proprietary Information, in whole or in part; (iii) shall take no action causing, or fail to take any action necessary to prevent causing, any Proprietary information to lose its character as Proprietary information, and (iv) shall not make use of any such Proprietary information for the Employee's own purposes or for the benefit of any person, business or legal entity (except the Company) under any circumstances; provided that the Employee may disclose such Proprietary Information to the extent required by law; provided, further that, prior to any such disclosure, (A) the Employee delivers to the Company written notice of such proposed disclosure, together with an opinion of counsel regarding the determination that such disclosure is required by law and (B) the Employee provides an opportunity to contest such disclosure to the Company. The provisions of this subsection will apply to Trade Secrets for as long as the applicable information remains a Trade Secret and to Confidential information,

(d) *Ownership of Developments*. All Work Product shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Employee for hire for the Company within the meaning of Title 7 of the United States Code. To the extent the Work Product may not be considered work made by the Employee for hire for the Company, the Employee agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Employee may have in such Work Product. Upon the request of the Company, the Employee shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

(e) *Books and Records*. All books, records, and accounts relating in any manner to the customers or clients of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Employee's employment hereunder or on the Company's request at any time.

(f) *Acknowledgment by the Employee*. The Employee acknowledges and confirms that: (i) the restrictive covenants contained in this Section 1.4 are reasonably necessary to protect the legitimate business interests of the Company; (ii) the restrictions contained in this Section 1.4 (including, without limitation, the length of the term of the provisions of this Section 1.4) are not overbroad, overlong, or unfair and are not the result of overreaching, duress, or coercion of any kind; and (iii) the Employee's entry into this Agreement and, specifically this Section 1.4, is a material inducement and required condition to the Company's entry into this Agreement.

(g) *Reformation by Court*. In the event that a court of competent jurisdiction shall determine that any provision of this Section 1.4 is invalid of more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Section 1.4 within the jurisdiction of such court, such provision shall be interpreted and enforced as if it provided for the maximum restriction permitted under such governing law.

(h) *Survival*. The provisions of this Section 1.4 shall survive the termination of this Agreement.

(i) *Injunction*. It is recognized and hereby acknowledged by the parties hereto that a breach by the Employee of any of the covenants contained in this Section l.4 will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Employee recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the covenants contained in this Section 1.4 by the Employee or any of his Affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

1.5 Definitions. The following capitalized terms used herein shall have the following meanings:

“Affiliate” shall mean, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with such Person.

“Agreement” shall mean this Agreement, as amended from time to time,

“Annual Salary” shall have the meaning specified in Section 1.2(a).

“Board” shall mean the Board of Directors of the Company.

“Cause” shall mean the Employee's (a) willful misconduct which is materially detrimental to the Company and which continues for 30 days after receipt of written notice thereof from the Board, (b) breach of fiduciary duty involving personal profit, (c) intentional failure to perform stated duties which is materially detrimental to the Company and which continues for 30 days after receipt of written notice thereof from the Board, (d) conviction or plea of nolo contendere for a felony, (e) any act of embezzlement or fraud committed by the Employee, or (f) material breach of this Employment Agreement, which if capable of being cured by Employee, is not done so within 30 business days of receipt of written notice thereof from the Board (this subsection shall include Employee's failure to comply with the terms of the Company's Legal and Financial Controls Guidelines, a copy of which has been delivered to the Employee). Cause shall not include performance-related failure or general dissatisfaction with Employee’s performance, including by reason of the Company's failure to meet specified operating objectives or profit targets.

“Code” shall have the meaning of the Internal Revenue Code of 1986, as it may be amended from time to time.

“Company” shall have the meaning specified in the introductory paragraph hereof; provided that, (i) “Company' shall include any successor to the Company to the extent provided under Section 2.6 and (ii) for purposes of Section 1.5, the term "Company' also shall include any existing or future subsidiaries of the Company that are operating during any of the time periods described in Section 1.1(a) and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described in Section 1.1(a).

“Company's Business” shall mean the business of owning and operating a network of expert-led online interest groups and communities, associated web and mobile application products enabling access to such network, and monetization of such business through membership fees, advertising, commerce etc.

“Confidential Information” shall mean any information belonging to or licensed to the Company, regardless of form, other than Trade Secrets, which is valuable to the Company and not generally known to competitors of the Company, including, without limitation, all online research and marketing data and other analytic data based upon or derived from such online research and marketing data.

“Good Reason” shall mean any of the following events, which has not been either consented to in advance by the Employee in writing or cured by the Company within a reasonable period of time, not to exceed 30 days, after the Employee provides written notice within 60 days of the initial existence of one or more of the following events: (i) a material reduction in the Employee's Annual Salary as the same may be increased from time to time; (ii) a material breach of the Agreement by the Company; (iii) a material diminution or reduction in the Employee's responsibilities, duties or authority, including reporting responsibilities in connection with his employment with the Company, and including Employee’s removal from Board; or (iv) requiring the Employee to take any action which would violate any federal or state law and such violation would materially and demonstrably damage the Employee’s reputation. Good Reason shall not exist unless the Employee separates from Service within 90 days following the initial existence of the condition or conditions that the Company has failed to cure.

“Permanent Incapacity” shall mean a physical or mental illness or injury of a permanent nature which prevents the Employee from performing her essential duties and other services for which he is employed by the Company under this Agreement for a period of 90 or more continuous days or 90 or more non-continuous days within a 120 day period, as verified and confirmed by Written medical evidence reasonably satisfactory to the Board.

“Person” shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Proprietary Information” shall mean the Trade Secrets, the Confidential Information and all physical embodiments thereof, as they may exist from time to time.

“Term” shall have the meaning specified in Section 1.1(a).

“Trade Secrets” means information belonging to or licensed to the Company, regardless of form, including, but not limited to, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, financial, marketing or other business plan, lists of actual or potential customers or suppliers, or any other information similar to any of the foregoing, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

“Work Product” means all copyrights, patents, trade secrets, or other intellectual property fights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Employee during the course of performing work for the Company or its clients and relating to the Company’s business.

ARTICLE 2.
MISCELLANEOUS PROVISIONS

2. Further Assurances. Each of the parties hereto shall execute and cause to be delivered to the other party hereto such instruments and other documents, and shall take Such other actions, as Such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

2.2 Notices. All notices hereunder shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, (b) national prepaid overnight delivery service, (c) facsimile transmission (following with hard copies to be sent by prepaid overnight delivery Service) or (d) personal delivery with receipt acknowledged in writing. All notices shall be addressed to the parties hereto at their respective addresses as set forth below (except that any party hereto may from time to time upon fifteen days’ written notice change his address for that purpose), and shall be effective on the date when actually received or refused by the party to whom the same is directed (except to the extent sent by registered or certified mail, in which event such notice shall be deemed given on the third day after mailing).

If to the Company:

theMaven Network, Inc., 5048 Roosevelt Way NE, Seattle, WA 98105

If to the Employee:

Mr. James C. Heckman, 5048 Roosevelt Way NE, Seattle, WA 98105

2.3 Headings. The underlined or boldfaced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement,

2.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

2.5 Governing Law; Jurisdiction and Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to principles of conflicts of laws), except to the extent preempted by federal law.

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in any state or federal court located in King County, Washington.

2.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns (if any). The Employee shall not assign this Agreement or any of his rights or obligations hereunder (by operation of law or otherwise) to any Person without the consent of the Company.

2.7 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (b) an injunction restraining such breach or threatened breach. The parties to this Agreement further agree that in the event Employee prevails on any material claim (in a final adjudication) in any legal proceeding brought against the Company to enforce his rights under this Agreement, the Company will reimburse Employee for the reasonable legal fees incurred by Employee in connection with such proceeding.

2.8 Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the Waiver of statutory claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

2.9 Code Section 409A Compliance. To the extent amounts or benefits that become payable under this Agreement on account of the Employee's termination of employment (other than by reason of the Employee's death) constitute a distribution under a “nonqualified deferred compensation plan” within the meaning of Code Section 409A ("Deferred Compensation”), the Employee's termination of employment shall be deemed to occur on the date that the Employee incurs a "separation from Service' with the Company within the meaning of Treasury Regulation Section 1.409A-1(h). If at the time of the Employee's separation from service, the Employee is a "specified employee' (within the meaning of Code Section 409A and Treasury Regulation Section 1.409A-1(i)), the payment of such Deferred Compensation shall commence on the first business day of the seventh month following Employee's separation from Service and the Company shall then pay the Employee, without interest, all such Deferred Compensation that would have otherwise been paid under this Agreement during the first six months following the Employee's separation from service had the Employee not been a specified employee. Thereafter, the Company shall pay Employee any remaining unpaid Deferred Compensation in accordance with this Agreement as if there had not been a six-month delay imposed by this paragraph. If any expense reimbursement by the Employee under this Agreement is determined to be Deferred Compensation, then the reimbursement shall be made to the Employee as soon as practicable after submission for the reimbursement, but no later than December 31 of the year following the year during which such expense was incurred. Any reimbursement amount provided in one year shall not affect the amount eligible for reimbursement in another year and the right to such reimbursement shall not be subject to liquidation or exchange for another benefit. In addition, if any provision of this Agreement would subject the Employee to any additional tax or interest under Code Section 409A, then the Company shall reform such provision; provided that the Company shall (x) maintain, to the maximum extent practicable, the original intent of the applicable provision without subjecting the Employee to such additional tax or interest and (y) not incur any additional compensation expense as a result of such reformation.

2.10 Amendments. This Agreement may not be amended, modified, altered or Supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

2.1. Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, Void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law,

2.12 Parties in Interest. Except as provided herein, none of the provisions of this Agreement are intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

2.13 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto relating to the Subject matter hereof and Supersedes all prior agreements, team sheets and understandings among of between the parties relating to the Subject matter hereof.

The parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

THE COMPANY:

theMaven Network, Inc.

By: _____

Name:

Title:

Integrated Surgical Systems, Inc.

By: _____

Name:

Title:

THE EMPLOYEE:

_____

James C. Heckman, Jr.

Exhibit 10.5

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement') is made and entered into as of November [__], 2016, by and among theMaven Network, Inc., a Nevada corporation (“Maven”) and Integrated Surgical Systems, Inc., a Delaware corporation, the parent of Maven (“Integrated”) (collectively, Maven and Integrated as the “Company”) and William C. Sornsin, Jr. an individual (the “Employee”). This Agreement shall be effective upon the closing of the Share Exchange Agreement between Maven, Integrated and the Shareholders. This Agreement replaces and supersedes the prior employment letter agreement between the Maven and the Employee, dated July 18, 2016.

WHEREAS, the Company desires to employ the Employee as its Chief Operating Officer, and the Employee desires to accept this offer of employment, effective as of the Effective Date.

WHEREAS, the Company and the Employee have determined that the terms and conditions of this Agreement are reasonable and in their mutual best interests and accordingly desire to enter into this Agreement in order to provide for the terms and conditions upon which the Employee shall be employed by the Company.

NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and representations and warranties set forth herein, the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE 1.
TERMS OF EMPLOYMENT

1.1 Employment and Acceptance.

(a) *Employment and Acceptance*. On and subject to the terms and conditions of this Agreement, the Company shall employ the Employee and the Employee hereby accepts such employment. The term of the Employee's employment pursuant to this Agreement (the “Term”) shall commence on July 18, 2016 (the “Effective Date”) and shall have a term of three years, unless sooner terminated as hereinafter provided. The Term shall be extended only through the execution, by both parties, of a written amendment to this Agreement, in which case references to the Term shall refer to the Term as so amended.

(b) *Responsibilities and Duties*. The Employee shall serve as the Chief Operating Officer of the Company during the Term. The Employee's duties as Chief Operating Officer shall consist of such duties and responsibilities as are consistent with the Employee's position, including but not be limited to, (i) assisting CEO in management of the business to achieve the financial and strategic goals established by the Board, (ii) development and operational oversight of budget, (iii) product management for the company’s digital media products, (iv) implementation of best practices in all of the Company's operational programs, and (v) supervising all operational personnel of the Company.

(c) *Authority*. The Employee shall have the authority to perform such acts as are necessary or advisable to fulfill the duties as set forth in Section 1.1 (b) hereof and shall have such additional powers at the Company as may from time to time be prescribed by the Board.

(d) *Reporting*. The Employee shall report directly to the Company’s Chief Executive Officer.

(e) *Performance of Duties / Travel*. With respect to his duties hereunder, at all times, the Employee shall be subject to the instructions, control, and direction of the Board, and act in accordance with the Company's Certificate of Incorporation, Bylaws and other governing policies, rules and regulations, except to the extent that the Employee is aware that such documents conflict with applicable law. The Employee shall devote his business time, attention and ability to serving the Company on an exclusive and full-time basis as aforesaid and as the Board may reasonably require, except during holidays, vacations, illness or accident, or as may be otherwise approved from time to time by the Board in writing. The Employee shall also travel as required by his duties hereunder and shall comply with the Company's then-current travel policies as approved by the Board.

(f) *Indemnification / Insurance*. Throughout and after the Term, Employee will be covered by all applicable Directors and Officers insurance and indemnification provided by the Company's insurance policies, the Company's By-Laws and by state law in connection with his duties as an officer and potentially as director hereunder.

1.2 Compensation and Benefits.

(a) *Annual Salary*. The Employee shall receive an annual salary of $250,000 for each year of the Term (the 'Annual Salary'). The Annual Salary shall be payable on a semi-monthly basis or such other payment schedule as used by the Company for its senior level employees from time to time, less such deductions as shall be required to be withheld by applicable law and regulation and consistent with the Company's practices. The Annual Salary payable to the Employee will be reviewed annually by the Board.

(b) *Equity Incentive Compensation*. In connection with the initial formation of the Company and pursuant to a founder stock purchase agreement (referred as the "Founder Agreement"), the Employee previously purchased from the Company 435,000 shares of common stock of the Company at $0.001 per share, which at the time of purchase represented the current fair market value of a share of common stock, and which aggregate shares represent 14.5% of the initial fully diluted capitalization table as of the founding of the Company, prior to any capital invested. Once capital is invested, all stock of the Company will be subject to dilution on a "pro-rata" basis. The initial pro-forma capitalization table is Attachment A. The Founder Agreement also subjected the Employee's stock to reverse vesting over a 36 month period, beginning as of August 1, 2016, with certain terms and restrictions. The Board and Employee further acknowledge and agree that they are contemplating entering into an agreement (the "Share Exchange Agreement") with an unrelated company, pursuant to which the Employee and other shareholders of the Company will exchange their shares of common stock in the Company for shares of common stock in the new company (the "Exchanged Shares"), which new company will then be the sole parent of the Company (the "Share Exchange Transaction"). As part of the Share Exchange Transaction, the Employee will: (i) deposit 35% of his Exchanged Shares into an escrow account to serve as an indemnity against undisclosed liabilities of the Company (if any), and also to serve as incentive compensation associated with specific Company performance goals, such that the failure to achieve the goals will enable the new company to purchase the Exchanged Shares for an amount less than their fair market value (as described in the escrow agreement). In connection with depositing the Exchanged Shares into escrow, the Employee may file an election under Section 83(b) of the Code. Except as described in the Founder Agreement, Share Exchange Agreement and the associated escrow agreement, the Employee will have complete ownership and full enjoyment of his shares of common stock in the Company. In addition, the Employee's Exchanged Shares will be considered free from the reverse vesting restrictions of the Founder Agreement upon a termination of employment by the Company for any reason other than "Cause," as defined below, or upon a termination by the Employee for Good Reason, or due to Death or Permanent Incapacity. To avoid uncertainty, the Employee's Exchanged Shares will be affected by the reverse vesting restrictions described in item (i) if prior to July 31, 2019 the Company terminates him for Cause or he voluntarily terminates for other than Good Reason. However, in the event that Company purports to terminate Employee for Cause or he voluntarily terminates for what the Company contends is other than Good Reason, Employee shall have complete ownership and full enjoyment of his shares of common stock in the Company and shall not be divested of the Exchanged Shares, or any rights associated therewith, unless and until there has been a final determination by a court of competent jurisdiction that there was, in fact, Cause for termination or that the voluntary termination was for other than Good Reason.

(c) *Expenses*. The Employee shall be reimbursed for all ordinary and necessary out-of-pocket business expenses reasonably and actually incurred or paid by the Employee in the performance of the Employee's duties during the Term in accordance with the Company's policies upon presentation of such expense statements or vouchers or such other Supporting information as the Company may require.

(d) *Benefits*. The Employee shall be entitled to fully participate in all benefit plans that are in place and available to senior level employees of the Company from time to time, including, without limitation, medical, dental, vision and life insurance (if offered), in each case subject to the general eligibility, participation and other provisions set forth in such plans.

(e) *Paid Time Off*. During the Term, the Employee shall be entitled to Paid Time Off (PTO) based on the company's policy for all new hires, so long as such time off does not interfere with Employee's ability to properly perform his duties as Chief Executive Officer of the Company. Employee will start accruing 120 hours of PTO each year per the Company's PTO policy. The total PTO will be prorated for the first year.

1.3 Termination of Employment.

(a) *Termination for Cause*. The Company may terminate the Employee's employment at any time for Cause, without any requirement of a notice period and without payment of any compensation of any nature or kind (including, without limitation, by way of anticipated earnings, damages or payment in lieu of notice). Upon payment of the amounts set forth in this subsection, the Employee shall not be entitled to any severance benefits or payments (other than those required under subsection (f) hereof), including any payment under the terms of the Plan.

(b) *Permanent Incapacity*. In the event of the Permanent Incapacity of the Employee, his employment may thereupon be terminated by the Company without payment of any Severance of any nature or kind (including, without limitation, by way of anticipated earnings, damages or payment in lieu of notice); provided that, in the event of the Employee's termination pursuant to this subsection, subject to Section 2.9 hereof, the Company shall pay or cause to be paid to the Employee (i) the amounts prescribed by subsection (f) below through the date of Permanent Incapacity, and (ii) the amounts specified in any benefit and insurance plans applicable to the Employee as being payable in the event of the permanent incapacity or disability of the Employee, such sums to be paid in accordance with the provisions of those plans as then in effect.

(c) *Death*. If the Employee's employment is terminated by reason of the Employee's death, the Employee's beneficiaries or estate will be entitled to receive and the Company shall pay or cause to be paid to them or it, as the case may be, (i) the amounts prescribed by Subsection (f) below through the date of death, and (ii) the amounts specified in any benefit and insurance plans applicable to the Employee as being payable in the event of the death of the Employee, such sums to be paid in accordance with the provisions of those plans as then in effect.

(d) *Termination by Employee*. The Employee may terminate his employment with the Company upon giving 30 days' written notice or such shorter period of notice as the Company may accept. If the Employee resigns for Good Reason, the Employee shall receive the severance benefits required under subsection (e) hereof. If the Employee resigns for any reason not constituting Good Reason, the Employee shall not be entitled to any severance benefits (other than those required under subsection (f) hereof).

(e) *Termination without Cause or by the Employee for Good Reason*. If the Employee's employment with the Company is terminated by the Company without Cause or by the Employee for Good Reason, the Employee shall be entitled to receive, a lump sum payment equal to three (3) months of the Employee's then current Annual Salary. Except as provided in the last sentence of this subsection (e), the payment described in this subsection is the only severance payment or payment in lieu of notice that the Employee will be entitled to receive under this Agreement (other than payments due under subsection (f) hereof) in the event of the termination of his employment on the basis contemplated in this paragraph. Any payment pursuant to this subsection shall be paid, subject to applicable withholding if any, within month of the termination date. Any right of the Employee to payment pursuant to this subsection shall be contingent on Employee signing a standard form of release agreement with the Company (which release shall not include any restrictions on post-termination activities other than with respect to Proprietary Information as defined herein).

(f) *Earned Salary and Un-Reimbursed Expenses*. In the event that any portion of the Employee's Annual Salary has been earned but not paid or any reimbursable expenses have been incurred by the Employee but not reimbursed, in each case to the date of termination of his employment, such amounts shall be paid to the Employee within 30 days following such date of termination.

(g) *Statutory Deductions*. All payments required to be made to the Employee, his beneficiaries, or his estate under this Section shall be made net of all deductions required to be withheld by applicable law and regulation. The Employee shall be solely responsible for the satisfaction of any taxes (including employment taxes imposed on employees and taxes on nonqualified deferred compensation). Although the Company intends and expects that the Plan and its payments and benefits will not give rise to taxes imposed under Code Section 409A, neither the Company nor its employees, directors, or their agents shall have any obligation to hold the Employee harmless from any or all of such taxes or associated interest or penalties.

(h) *Fair and Reasonable, etc*. The parties acknowledge and agree that the payment provisions contained in this Section are fair and reasonable, and the Employee acknowledges and agrees that such payments are inclusive of any notice or pay in lieu of notice or vacation or severance pay to which she would otherwise be entitled under statute, pursuant to common law or otherwise in the event that his employment is terminated pursuant to or as contemplated in this Section 1.3.

(i) *Plan*. Any payments due to Employee under the Plan upon the occurrence of any termination event referenced in subsections (b), (c), (d) or (e) above shall be determined exclusively by the provisions of the Plan.

1.4 Restrictive Covenants.

(a) *Non-competition / Non-solicitation*. The Employee recognizes and acknowledges that his services to the Company are of a special, unique and extraordinary nature that cannot easily be duplicated. Further, the Company has and will expend substantial resources to promote such Services and develop the Company's Proprietary Information. Accordingly, in order to protect the Company from unfair competition and to protect the Company's Proprietary information, the Employee agrees that, so long as the Company continues to pay him his Base Salary at the then current rate for a period of up to two (2) years following the termination of his employment with the Company other than for Cause, he will not engage as an employee, consultant, owner or operator for any business, a principal component of which is the operation and monetization of a business which competes directly with the Company's Business, which shall include expert-led online interest groups and communities and related products and monetization, and shall explicitly include these named companies: Scout Media/Scout.com, Rivals.com and 247 Sports. While Employee renders services to the Company, he also agrees that he will not assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring away any employee of the Company. Employee also agrees not to solicit, induce or encourage or attempt to solicit, induce or encourage, either directly or indirectly, any employees of the Company to leave the employ of the Company for a period of one (1) year from the date of his termination with the Company for any reason. The non-competition provisions of this Section 1.4 (a) shall not apply to the Employee in the event of (a) the termination of the Employee's employment by the Company without Cause or (b) the termination of the Employee's employment by the Employee for Good Reason.

(b) Any material breach of the terms of this Section 1.4 by the Employee shall be considered Cause.

(c) *Confidential Information*. The Employee recognizes and acknowledges that the Proprietary information is a valuable, special and unique asset of the Company's Business. In order to obtain and/or maintain access to the Proprietary information, which Employee acknowledges is essential to the performance of his duties under this Agreement, the Employee agrees that, except with respect to those duties assigned to him by the Company, the Employee: (i) shall hold in confidence all Proprietary Information; (ii) shall not reproduce, use, distribute, disclose, or otherwise misappropriate any Proprietary Information, in whole or in part; (iii) shall take no action causing, or fail to take any action necessary to prevent causing, any Proprietary information to lose its character as Proprietary information, and (iv) shall not make use of any such Proprietary information for the Employee's own purposes or for the benefit of any person, business or legal entity (except the Company) under any circumstances; provided that the Employee may disclose such Proprietary Information to the extent required by law; provided, further that, prior to any such disclosure, (A) the Employee delivers to the Company written notice of such proposed disclosure, together with an opinion of counsel regarding the determination that such disclosure is required by law and (B) the Employee provides an opportunity to contest such disclosure to the Company. The provisions of this subsection will apply to Trade Secrets for as long as the applicable information remains a Trade Secret and to Confidential information,

(d) *Ownership of Developments*. All Work Product shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Employee for hire for the Company within the meaning of Title 7 of the United States Code. To the extent the Work Product may not be considered work made by the Employee for hire for the Company, the Employee agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Employee may have in such Work Product. Upon the request of the Company, the Employee shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

(e) *Books and Records*. All books, records, and accounts relating in any manner to the customers or clients of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Employee's employment hereunder or on the Company's request at any time.

(f) *Acknowledgment by the Employee*. The Employee acknowledges and confirms that: (i) the restrictive covenants contained in this Section 1.4 are reasonably necessary to protect the legitimate business interests of the Company; (ii) the restrictions contained in this Section 1.4 (including, without limitation, the length of the term of the provisions of this Section 1.4) are not overbroad, overlong, or unfair and are not the result of overreaching, duress, or coercion of any kind; and (iii) the Employee's entry into this Agreement and, specifically this Section 1.4, is a material inducement and required condition to the Company's entry into this Agreement.

(g) *Reformation by Court*. In the event that a court of competent jurisdiction shall determine that any provision of this Section 1.4 is invalid of more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Section 1.4 within the jurisdiction of such court, such provision shall be interpreted and enforced as if it provided for the maximum restriction permitted under such governing law.

(h) *Survival*. The provisions of this Section 1.4 shall survive the termination of this Agreement.

(i) *Injunction*. It is recognized and hereby acknowledged by the parties hereto that a breach by the Employee of any of the covenants contained in this Section l.4 will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Employee recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the covenants contained in this Section 1.4 by the Employee or any of his Affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

1.5 Definitions. The following capitalized terms used herein shall have the following meanings:

“Affiliate” shall mean, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with such Person.

“Agreement” shall mean this Agreement, as amended from time to time,

“Annual Salary” shall have the meaning specified in Section 1.2(a).

“Board” shall mean the Board of Directors of the Company.

“Cause” shall mean the Employee's (a) willful misconduct which is materially detrimental to the Company and which continues for 30 days after receipt of written notice thereof from the Board, (b) breach of fiduciary duty involving personal profit, (c) intentional failure to perform stated duties which is materially detrimental to the Company and which continues for 30 days after receipt of written notice thereof from the Board, (d) conviction or plea of nolo contendere for a felony, (e) any act of embezzlement or fraud committed by the Employee, or (f) material breach of this Employment Agreement, which if capable of being cured by Employee, is not done so within 30 business days of receipt of written notice thereof from the Board (this subsection shall include Employee's failure to comply with the terms of the Company's Legal and Financial Controls Guidelines, a copy of which has been delivered to the Employee). Cause shall not include performance-related failure or general dissatisfaction with Employee’s performance, including by reason of the Company's failure to meet specified operating objectives or profit targets.

“Code” shall have the meaning of the Internal Revenue Code of 1986, as it may be amended from time to time.

“Company” shall have the meaning specified in the introductory paragraph hereof; provided that, (i) “Company' shall include any successor to the Company to the extent provided under Section 2.6 and (ii) for purposes of Section 1.5, the term "Company' also shall include any existing or future subsidiaries of the Company that are operating during any of the time periods described in Section 1.1(a) and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described in Section 1.1(a).

“Company's Business” shall mean the business of owning and operating a network of expert-led online interest groups and communities, associated web and mobile application products enabling access to such network, and monetization of such business through membership fees, advertising, commerce etc.

“Confidential Information” shall mean any information belonging to or licensed to the Company, regardless of form, other than Trade Secrets, which is valuable to the Company and not generally known to competitors of the Company, including, without limitation, all online research and marketing data and other analytic data based upon or derived from such online research and marketing data.

“Good Reason” shall mean any of the following events, which has not been either consented to in advance by the Employee in writing or cured by the Company within a reasonable period of time, not to exceed 30 days, after the Employee provides written notice within 60 days of the initial existence of one or more of the following events: (i) a material reduction in the Employee's Annual Salary as the same may be increased from time to time; (ii) a material breach of the Agreement by the Company; (iii) a material diminution or reduction in the Employee's responsibilities, duties or authority, including reporting responsibilities in connection with his employment with the Company, and including Employee’s removal from Board; or (iv) requiring the Employee to take any action which would violate any federal or state law and such violation would materially and demonstrably damage the Employee’s reputation. Good Reason shall not exist unless the Employee separates from Service within 90 days following the initial existence of the condition or conditions that the Company has failed to cure.

“Permanent Incapacity” shall mean a physical or mental illness or injury of a permanent nature which prevents the Employee from performing her essential duties and other services for which he is employed by the Company under this Agreement for a period of 90 or more continuous days or 90 or more non-continuous days within a 120 day period, as verified and confirmed by Written medical evidence reasonably satisfactory to the Board.

“Person” shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Proprietary Information” shall mean the Trade Secrets, the Confidential Information and all physical embodiments thereof, as they may exist from time to time.

“Term” shall have the meaning specified in Section 1.1(a).

“Trade Secrets” means information belonging to or licensed to the Company, regardless of form, including, but not limited to, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, financial, marketing or other business plan, lists of actual or potential customers or suppliers, or any other information similar to any of the foregoing, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

“Work Product” means all copyrights, patents, trade secrets, or other intellectual property fights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Employee during the course of performing work for the Company or its clients and relating to the Company’s business.

ARTICLE 2.
MISCELLANEOUS PROVISIONS

2. Further Assurances. Each of the parties hereto shall execute and cause to be delivered to the other party hereto such instruments and other documents, and shall take Such other actions, as Such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

2.2 Notices. All notices hereunder shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, (b) national prepaid overnight delivery service, (c) facsimile transmission (following with hard copies to be sent by prepaid overnight delivery Service) or (d) personal delivery with receipt acknowledged in writing. All notices shall be addressed to the parties hereto at their respective addresses as set forth below (except that any party hereto may from time to time upon fifteen days’ written notice change his address for that purpose), and shall be effective on the date when actually received or refused by the party to whom the same is directed (except to the extent sent by registered or certified mail, in which event such notice shall be deemed given on the third day after mailing).

If to the Company:

theMaven Network, Inc., 5048 Roosevelt Way NE, Seattle, WA 98105

If to the Employee:

2.3 Headings. The underlined or boldfaced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement,

2.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

2.5 Governing Law; Jurisdiction and Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to principles of conflicts of laws), except to the extent preempted by federal law.

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in any state or federal court located in King County, Washington.

2.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns (if any). The Employee shall not assign this Agreement or any of his rights or obligations hereunder (by operation of law or otherwise) to any Person without the consent of the Company.

2.7 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (b) an injunction restraining such breach or threatened breach. The parties to this Agreement further agree that in the event Employee prevails on any material claim (in a final adjudication) in any legal proceeding brought against the Company to enforce his rights under this Agreement, the Company will reimburse Employee for the reasonable legal fees incurred by Employee in connection with such proceeding.

2.8 Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the Waiver of statutory claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

2.9 Code Section 409A Compliance. To the extent amounts or benefits that become payable under this Agreement on account of the Employee's termination of employment (other than by reason of the Employee's death) constitute a distribution under a “nonqualified deferred compensation plan” within the meaning of Code Section 409A ("Deferred Compensation”), the Employee's termination of employment shall be deemed to occur on the date that the Employee incurs a "separation from Service' with the Company within the meaning of Treasury Regulation Section 1.409A-1(h). If at the time of the Employee's separation from service, the Employee is a "specified employee' (within the meaning of Code Section 409A and Treasury Regulation Section 1.409A-1(i)), the payment of such Deferred Compensation shall commence on the first business day of the seventh month following Employee's separation from Service and the Company shall then pay the Employee, without interest, all such Deferred Compensation that would have otherwise been paid under this Agreement during the first six months following the Employee's separation from service had the Employee not been a specified employee. Thereafter, the Company shall pay Employee any remaining unpaid Deferred Compensation in accordance with this Agreement as if there had not been a six-month delay imposed by this paragraph. If any expense reimbursement by the Employee under this Agreement is determined to be Deferred Compensation, then the reimbursement shall be made to the Employee as soon as practicable after submission for the reimbursement, but no later than December 31 of the year following the year during which such expense was incurred. Any reimbursement amount provided in one year shall not affect the amount eligible for reimbursement in another year and the right to such reimbursement shall not be subject to liquidation or exchange for another benefit. In addition, if any provision of this Agreement would subject the Employee to any additional tax or interest under Code Section 409A, then the Company shall reform such provision; provided that the Company shall (x) maintain, to the maximum extent practicable, the original intent of the applicable provision without subjecting the Employee to such additional tax or interest and (y) not incur any additional compensation expense as a result of such reformation.

2.10 Amendments. This Agreement may not be amended, modified, altered or Supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

2.1. Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, Void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law,

2.12 Parties in Interest. Except as provided herein, none of the provisions of this Agreement are intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

2.13 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto relating to the Subject matter hereof and Supersedes all prior agreements, team sheets and understandings among of between the parties relating to the Subject matter hereof.

The parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

THE COMPANY:

theMaven Network, Inc.

By: _____

Name:

Title:

Integrated Surgical Systems, Inc.

By: _____

Name:

Title:

THE EMPLOYEE:

_____

William C. Sornsin, Jr.

Exhibit 10.6

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement') is made and entered into as of November [__], 2016, by and among theMaven Network, Inc., a Nevada corporation (“Maven”) and Integrated Surgical Systems, Inc., a Delaware corporation, the parent of Maven (“Integrated”) (collectively, Maven and Integrated as the “Company”) and Benjamin G. Joldersma, an individual (the “Employee”). This Agreement shall be effective upon the closing of the Share Exchange Agreement between Maven, Integrated and the Shareholders. This Agreement replaces and supersedes the prior employment letter agreement between the Maven and the Employee, dated July 18, 2016.

WHEREAS, the Company desires to employ the Employee as its Chief Technology Officer, and the Employee desires to accept this offer of employment, effective as of the Effective Date.

WHEREAS, the Company and the Employee have determined that the terms and conditions of this Agreement are reasonable and in their mutual best interests and accordingly desire to enter into this Agreement in order to provide for the terms and conditions upon which the Employee shall be employed by the Company.

NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and representations and warranties set forth herein, the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE 1.
TERMS OF EMPLOYMENT

1.1 Employment and Acceptance.

(a) *Employment and Acceptance*. On and subject to the terms and conditions of this Agreement, the Company shall employ the Employee and the Employee hereby accepts such employment. The term of the Employee's employment pursuant to this Agreement (the “Term”) shall commence on July 18, 2016 (the “Effective Date”) and shall have a term of three years, unless sooner terminated as hereinafter provided. The Term shall be extended only through the execution, by both parties, of a written amendment to this Agreement, in which case references to the Term shall refer to the Term as so amended.

(b) *Responsibilities and Duties*. The Employee shall serve as the Chief Technology Officer of the Company during the Term. The Employee's duties as Chief Technology Officer shall consist of such duties and responsibilities as are consistent with the Employee's position, including but not be limited to, (i) design, development and engineering of the company’s digital media products, (ii) supervision of all technical personnel of the Company.

(c) *Authority*. The Employee shall have the authority to perform such acts as are necessary or advisable to fulfill the duties as set forth in Section 1.1 (b) hereof and shall have such additional powers at the Company as may from time to time be prescribed by the Board.

(d) *Reporting*. The Employee shall report directly to the Company’s Chief Executive Officer.

(e) *Performance of Duties / Travel*. With respect to his duties hereunder, at all times, the Employee shall be subject to the instructions, control, and direction of the Board, and act in accordance with the Company's Certificate of Incorporation, Bylaws and other governing policies, rules and regulations, except to the extent that the Employee is aware that such documents conflict with applicable law. The Employee shall devote his business time, attention and ability to serving the Company on an exclusive and full-time basis as aforesaid and as the Board may reasonably require, except during holidays, vacations, illness or accident, or as may be otherwise approved from time to time by the Board in writing. The Employee shall also travel as required by his duties hereunder and shall comply with the Company's then-current travel policies as approved by the Board.

(f) *Indemnification / Insurance*. Throughout and after the Term, Employee will be covered by all applicable Directors and Officers insurance and indemnification provided by the Company's insurance policies, the Company's By-Laws and by state law in connection with his duties as an officer and potentially as director hereunder.

1.2 Compensation and Benefits.

(a) *Annual Salary*. The Employee shall receive an annual salary of $250,000 for each year of the Term (the 'Annual Salary'). The Annual Salary shall be payable on a semi-monthly basis or such other payment schedule as used by the Company for its senior level employees from time to time, less such deductions as shall be required to be withheld by applicable law and regulation and consistent with the Company's practices. The Annual Salary payable to the Employee will be reviewed annually by the Board.

(b) *Equity Incentive Compensation*. In connection with the initial formation of the Company and pursuant to a founder stock purchase agreement (referred as the "Founder Agreement"), the Employee previously purchased from the Company 495,000 shares of common stock of the Company at $0.001 per share, which at the time of purchase represented the current fair market value of a share of common stock, and which aggregate shares represent 16.5% of the initial fully diluted capitalization table as of the founding of the Company, prior to any capital invested. Once capital is invested, all stock of the Company will be subject to dilution on a "pro-rata" basis. The initial pro-forma capitalization table is Attachment A. The Founder Agreement also subjected the Employee's stock to reverse vesting over a 36 month period, beginning as of August 1, 2016, with certain terms and restrictions. The Board and Employee further acknowledge and agree that they are contemplating entering into an agreement (the "Share Exchange Agreement") with an unrelated company, pursuant to which the Employee and other shareholders of the Company will exchange their shares of common stock in the Company for shares of common stock in the new company (the "Exchanged Shares"), which new company will then be the sole parent of the Company (the "Share Exchange Transaction"). As part of the Share Exchange Transaction, the Employee will: (i) deposit 35% of his Exchanged Shares into an escrow account to serve as an indemnity against undisclosed liabilities of the Company (if any), and also to serve as incentive compensation associated with specific Company performance goals, such that the failure to achieve the goals will enable the new company to purchase the Exchanged Shares for an amount less than their fair market value (as described in the escrow agreement). In connection with depositing the Exchanged Shares into escrow, the Employee may file an election under Section 83(b) of the Code. Except as described in the Founder Agreement, Share Exchange Agreement and the associated escrow agreement, the Employee will have complete ownership and full enjoyment of his shares of common stock in the Company. In addition, the Employee's Exchanged Shares will be considered free from the reverse vesting restrictions of the Founder Agreement upon a termination of employment by the Company for any reason other than "Cause," as defined below, or upon a termination by the Employee for Good Reason, or due to Death or Permanent Incapacity. To avoid uncertainty, the Employee's Exchanged Shares will be affected by the reverse vesting restrictions described in item (i) if prior to July 31, 2019 the Company terminates him for Cause or he voluntarily terminates for other than Good Reason. However, in the event that Company purports to terminate Employee for Cause or he voluntarily terminates for what the Company contends is other than Good Reason, Employee shall have complete ownership and full enjoyment of his shares of common stock in the Company and shall not be divested of the Exchanged Shares, or any rights associated therewith, unless and until there has been a final determination by a court of competent jurisdiction that there was, in fact, Cause for termination or that the voluntary termination was for other than Good Reason.

(c) *Expenses*. The Employee shall be reimbursed for all ordinary and necessary out-of-pocket business expenses reasonably and actually incurred or paid by the Employee in the performance of the Employee's duties during the Term in accordance with the Company's policies upon presentation of such expense statements or vouchers or such other Supporting information as the Company may require.

(d) *Benefits*. The Employee shall be entitled to fully participate in all benefit plans that are in place and available to senior level employees of the Company from time to time, including, without limitation, medical, dental, vision and life insurance (if offered), in each case subject to the general eligibility, participation and other provisions set forth in such plans.

(e) *Paid Time Off*. During the Term, the Employee shall be entitled to Paid Time Off (PTO) based on the company's policy for all new hires, so long as such time off does not interfere with Employee's ability to properly perform his duties as Chief Executive Officer of the Company. Employee will start accruing 120 hours of PTO each year per the Company's PTO policy. The total PTO will be prorated for the first year.

1.3 Termination of Employment.

(a) *Termination for Cause*. The Company may terminate the Employee's employment at any time for Cause, without any requirement of a notice period and without payment of any compensation of any nature or kind (including, without limitation, by way of anticipated earnings, damages or payment in lieu of notice). Upon payment of the amounts set forth in this subsection, the Employee shall not be entitled to any severance benefits or payments (other than those required under subsection (f) hereof), including any payment under the terms of the Plan.

(b) *Permanent Incapacity*. In the event of the Permanent Incapacity of the Employee, his employment may thereupon be terminated by the Company without payment of any Severance of any nature or kind (including, without limitation, by way of anticipated earnings, damages or payment in lieu of notice); provided that, in the event of the Employee's termination pursuant to this subsection, subject to Section 2.9 hereof, the Company shall pay or cause to be paid to the Employee (i) the amounts prescribed by subsection (f) below through the date of Permanent Incapacity, and (ii) the amounts specified in any benefit and insurance plans applicable to the Employee as being payable in the event of the permanent incapacity or disability of the Employee, such sums to be paid in accordance with the provisions of those plans as then in effect.

(c) *Death*. If the Employee's employment is terminated by reason of the Employee's death, the Employee's beneficiaries or estate will be entitled to receive and the Company shall pay or cause to be paid to them or it, as the case may be, (i) the amounts prescribed by Subsection (f) below through the date of death, and (ii) the amounts specified in any benefit and insurance plans applicable to the Employee as being payable in the event of the death of the Employee, such sums to be paid in accordance with the provisions of those plans as then in effect.

(d) *Termination by Employee*. The Employee may terminate his employment with the Company upon giving 30 days' written notice or such shorter period of notice as the Company may accept. If the Employee resigns for Good Reason, the Employee shall receive the severance benefits required under subsection (e) hereof. If the Employee resigns for any reason not constituting Good Reason, the Employee shall not be entitled to any severance benefits (other than those required under subsection (f) hereof).

(e) *Termination without Cause or by the Employee for Good Reason*. If the Employee's employment with the Company is terminated by the Company without Cause or by the Employee for Good Reason, the Employee shall be entitled to receive, a lump sum payment equal to three (3) months of the Employee's then current Annual Salary. Except as provided in the last sentence of this subsection (e), the payment described in this subsection is the only severance payment or payment in lieu of notice that the Employee will be entitled to receive under this Agreement (other than payments due under subsection (f) hereof) in the event of the termination of his employment on the basis contemplated in this paragraph. Any payment pursuant to this subsection shall be paid, subject to applicable withholding if any, within month of the termination date. Any right of the Employee to payment pursuant to this subsection shall be contingent on Employee signing a standard form of release agreement with the Company (which release shall not include any restrictions on post-termination activities other than with respect to Proprietary Information as defined herein).

(f) *Earned Salary and Un-Reimbursed Expenses*. In the event that any portion of the Employee's Annual Salary has been earned but not paid or any reimbursable expenses have been incurred by the Employee but not reimbursed, in each case to the date of termination of his employment, such amounts shall be paid to the Employee within 30 days following such date of termination.

(g) *Statutory Deductions*. All payments required to be made to the Employee, his beneficiaries, or his estate under this Section shall be made net of all deductions required to be withheld by applicable law and regulation. The Employee shall be solely responsible for the satisfaction of any taxes (including employment taxes imposed on employees and taxes on nonqualified deferred compensation). Although the Company intends and expects that the Plan and its payments and benefits will not give rise to taxes imposed under Code Section 409A, neither the Company nor its employees, directors, or their agents shall have any obligation to hold the Employee harmless from any or all of such taxes or associated interest or penalties.

(h) *Fair and Reasonable, etc*. The parties acknowledge and agree that the payment provisions contained in this Section are fair and reasonable, and the Employee acknowledges and agrees that such payments are inclusive of any notice or pay in lieu of notice or vacation or severance pay to which she would otherwise be entitled under statute, pursuant to common law or otherwise in the event that his employment is terminated pursuant to or as contemplated in this Section 1.3.

(i) *Plan*. Any payments due to Employee under the Plan upon the occurrence of any termination event referenced in subsections (b), (c), (d) or (e) above shall be determined exclusively by the provisions of the Plan.

1.4 Restrictive Covenants.

(a) *Non-competition / Non-solicitation*. The Employee recognizes and acknowledges that his services to the Company are of a special, unique and extraordinary nature that cannot easily be duplicated. Further, the Company has and will expend substantial resources to promote such Services and develop the Company's Proprietary Information. Accordingly, in order to protect the Company from unfair competition and to protect the Company's Proprietary information, the Employee agrees that, so long as the Company continues to pay him his Base Salary at the then current rate for a period of up to two (2) years following the termination of his employment with the Company other than for Cause, he will not engage as an employee, consultant, owner or operator for any business, a principal component of which is the operation and monetization of a business which competes directly with the Company's Business, which shall include expert-led online interest groups and communities and related products and monetization, and shall explicitly include these named companies: Scout Media/Scout.com, Rivals.com and 247 Sports. While Employee renders services to the Company, he also agrees that he will not assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring away any employee of the Company. Employee also agrees not to solicit, induce or encourage or attempt to solicit, induce or encourage, either directly or indirectly, any employees of the Company to leave the employ of the Company for a period of one (1) year from the date of his termination with the Company for any reason. The non-competition provisions of this Section 1.4 (a) shall not apply to the Employee in the event of (a) the termination of the Employee's employment by the Company without Cause or (b) the termination of the Employee's employment by the Employee for Good Reason.

(b) Any material breach of the terms of this Section 1.4 by the Employee shall be considered Cause.

(c) *Confidential Information*. The Employee recognizes and acknowledges that the Proprietary information is a valuable, special and unique asset of the Company's Business. In order to obtain and/or maintain access to the Proprietary information, which Employee acknowledges is essential to the performance of his duties under this Agreement, the Employee agrees that, except with respect to those duties assigned to him by the Company, the Employee: (i) shall hold in confidence all Proprietary Information; (ii) shall not reproduce, use, distribute, disclose, or otherwise misappropriate any Proprietary Information, in whole or in part; (iii) shall take no action causing, or fail to take any action necessary to prevent causing, any Proprietary information to lose its character as Proprietary information, and (iv) shall not make use of any such Proprietary information for the Employee's own purposes or for the benefit of any person, business or legal entity (except the Company) under any circumstances; provided that the Employee may disclose such Proprietary Information to the extent required by law; provided, further that, prior to any such disclosure, (A) the Employee delivers to the Company written notice of such proposed disclosure, together with an opinion of counsel regarding the determination that such disclosure is required by law and (B) the Employee provides an opportunity to contest such disclosure to the Company. The provisions of this subsection will apply to Trade Secrets for as long as the applicable information remains a Trade Secret and to Confidential information,

(d) *Ownership of Developments*. All Work Product shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Employee for hire for the Company within the meaning of Title 7 of the United States Code. To the extent the Work Product may not be considered work made by the Employee for hire for the Company, the Employee agrees to assign, and automatically assign at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Employee may have in such Work Product. Upon the request of the Company, the Employee shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

(e) *Books and Records*. All books, records, and accounts relating in any manner to the customers or clients of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Employee's employment hereunder or on the Company's request at any time.

(f) *Acknowledgment by the Employee*. The Employee acknowledges and confirms that: (i) the restrictive covenants contained in this Section 1.4 are reasonably necessary to protect the legitimate business interests of the Company; (ii) the restrictions contained in this Section 1.4 (including, without limitation, the length of the term of the provisions of this Section 1.4) are not overbroad, overlong, or unfair and are not the result of overreaching, duress, or coercion of any kind; and (iii) the Employee's entry into this Agreement and, specifically this Section 1.4, is a material inducement and required condition to the Company's entry into this Agreement.

(g) *Reformation by Court*. In the event that a court of competent jurisdiction shall determine that any provision of this Section 1.4 is invalid of more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Section 1.4 within the jurisdiction of such court, such provision shall be interpreted and enforced as if it provided for the maximum restriction permitted under such governing law.

(h) *Survival*. The provisions of this Section 1.4 shall survive the termination of this Agreement.

(i) *Injunction*. It is recognized and hereby acknowledged by the parties hereto that a breach by the Employee of any of the covenants contained in this Section l.4 will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Employee recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the covenants contained in this Section 1.4 by the Employee or any of his Affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

1.5 Definitions. The following capitalized terms used herein shall have the following meanings:

“Affiliate” shall mean, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with such Person.

“Agreement” shall mean this Agreement, as amended from time to time,

“Annual Salary” shall have the meaning specified in Section 1.2(a).

“Board” shall mean the Board of Directors of the Company.

“Cause” shall mean the Employee's (a) willful misconduct which is materially detrimental to the Company and which continues for 30 days after receipt of written notice thereof from the Board, (b) breach of fiduciary duty involving personal profit, (c) intentional failure to perform stated duties which is materially detrimental to the Company and which continues for 30 days after receipt of written notice thereof from the Board, (d) conviction or plea of nolo contendere for a felony, (e) any act of embezzlement or fraud committed by the Employee, or (f) material breach of this Employment Agreement, which if capable of being cured by Employee, is not done so within 30 business days of receipt of written notice thereof from the Board (this subsection shall include Employee's failure to comply with the terms of the Company's Legal and Financial Controls Guidelines, a copy of which has been delivered to the Employee). Cause shall not include performance-related failure or general dissatisfaction with Employee’s performance, including by reason of the Company's failure to meet specified operating objectives or profit targets.

“Code” shall have the meaning of the Internal Revenue Code of 1986, as it may be amended from time to time.

“Company” shall have the meaning specified in the introductory paragraph hereof; provided that, (i) “Company' shall include any successor to the Company to the extent provided under Section 2.6 and (ii) for purposes of Section 1.5, the term "Company' also shall include any existing or future subsidiaries of the Company that are operating during any of the time periods described in Section 1.1(a) and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described in Section 1.1(a).

“Company's Business” shall mean the business of owning and operating a network of expert-led online interest groups and communities, associated web and mobile application products enabling access to such network, and monetization of such business through membership fees, advertising, commerce etc.

“Confidential Information” shall mean any information belonging to or licensed to the Company, regardless of form, other than Trade Secrets, which is valuable to the Company and not generally known to competitors of the Company, including, without limitation, all online research and marketing data and other analytic data based upon or derived from such online research and marketing data.

“Good Reason” shall mean any of the following events, which has not been either consented to in advance by the Employee in writing or cured by the Company within a reasonable period of time, not to exceed 30 days, after the Employee provides written notice within 60 days of the initial existence of one or more of the following events: (i) a material reduction in the Employee's Annual Salary as the same may be increased from time to time; (ii) a material breach of the Agreement by the Company; (iii) a material diminution or reduction in the Employee's responsibilities, duties or authority, including reporting responsibilities in connection with his employment with the Company, and including Employee’s removal from Board; or (iv) requiring the Employee to take any action which would violate any federal or state law and such violation would materially and demonstrably damage the Employee’s reputation. Good Reason shall not exist unless the Employee separates from Service within 90 days following the initial existence of the condition or conditions that the Company has failed to cure.

“Permanent Incapacity” shall mean a physical or mental illness or injury of a permanent nature which prevents the Employee from performing her essential duties and other services for which he is employed by the Company under this Agreement for a period of 90 or more continuous days or 90 or more non-continuous days within a 120 day period, as verified and confirmed by Written medical evidence reasonably satisfactory to the Board.

“Person” shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Proprietary Information” shall mean the Trade Secrets, the Confidential Information and all physical embodiments thereof, as they may exist from time to time.

“Term” shall have the meaning specified in Section 1.1(a).

“Trade Secrets” means information belonging to or licensed to the Company, regardless of form, including, but not limited to, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, financial, marketing or other business plan, lists of actual or potential customers or suppliers, or any other information similar to any of the foregoing, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

“Work Product” means all copyrights, patents, trade secrets, or other intellectual property fights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Employee during the course of performing work for the Company or its clients and relating to the Company’s business.

ARTICLE 2.
MISCELLANEOUS PROVISIONS

2. Further Assurances. Each of the parties hereto shall execute and cause to be delivered to the other party hereto such instruments and other documents, and shall take Such other actions, as Such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

2.2 Notices. All notices hereunder shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, (b) national prepaid overnight delivery service, (c) facsimile transmission (following with hard copies to be sent by prepaid overnight delivery Service) or (d) personal delivery with receipt acknowledged in writing. All notices shall be addressed to the parties hereto at their respective addresses as set forth below (except that any party hereto may from time to time upon fifteen days’ written notice change his address for that purpose), and shall be effective on the date when actually received or refused by the party to whom the same is directed (except to the extent sent by registered or certified mail, in which event such notice shall be deemed given on the third day after mailing).

If to the Company:

theMaven Network, Inc., 5048 Roosevelt Way NE, Seattle, WA 98105

If to the Employee:

Mr. Benjamin G. Joldersma

2.3 Headings. The underlined or boldfaced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement,

2.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

2.5 Governing Law; Jurisdiction and Venue.

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to principles of conflicts of laws), except to the extent preempted by federal law.

(b) Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced exclusively in any state or federal court located in King County, Washington.

2.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns (if any). The Employee shall not assign this Agreement or any of his rights or obligations hereunder (by operation of law or otherwise) to any Person without the consent of the Company.

2.7 Remedies Cumulative; Specific Performance. The rights and remedies of the parties hereto shall be cumulative (and not alternative). The parties to this Agreement agree that, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to (a) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (b) an injunction restraining such breach or threatened breach. The parties to this Agreement further agree that in the event Employee prevails on any material claim (in a final adjudication) in any legal proceeding brought against the Company to enforce his rights under this Agreement, the Company will reimburse Employee for the reasonable legal fees incurred by Employee in connection with such proceeding.

2.8 Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the Waiver of statutory claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

2.9 Code Section 409A Compliance. To the extent amounts or benefits that become payable under this Agreement on account of the Employee's termination of employment (other than by reason of the Employee's death) constitute a distribution under a “nonqualified deferred compensation plan” within the meaning of Code Section 409A ("Deferred Compensation”), the Employee's termination of employment shall be deemed to occur on the date that the Employee incurs a "separation from Service' with the Company within the meaning of Treasury Regulation Section 1.409A-1(h). If at the time of the Employee's separation from service, the Employee is a "specified employee' (within the meaning of Code Section 409A and Treasury Regulation Section 1.409A-1(i)), the payment of such Deferred Compensation shall commence on the first business day of the seventh month following Employee's separation from Service and the Company shall then pay the Employee, without interest, all such Deferred Compensation that would have otherwise been paid under this Agreement during the first six months following the Employee's separation from service had the Employee not been a specified employee. Thereafter, the Company shall pay Employee any remaining unpaid Deferred Compensation in accordance with this Agreement as if there had not been a six-month delay imposed by this paragraph. If any expense reimbursement by the Employee under this Agreement is determined to be Deferred Compensation, then the reimbursement shall be made to the Employee as soon as practicable after submission for the reimbursement, but no later than December 31 of the year following the year during which such expense was incurred. Any reimbursement amount provided in one year shall not affect the amount eligible for reimbursement in another year and the right to such reimbursement shall not be subject to liquidation or exchange for another benefit. In addition, if any provision of this Agreement would subject the Employee to any additional tax or interest under Code Section 409A, then the Company shall reform such provision; provided that the Company shall (x) maintain, to the maximum extent practicable, the original intent of the applicable provision without subjecting the Employee to such additional tax or interest and (y) not incur any additional compensation expense as a result of such reformation.

2.10 Amendments. This Agreement may not be amended, modified, altered or Supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

2.1. Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, Void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law,

2.12 Parties in Interest. Except as provided herein, none of the provisions of this Agreement are intended to provide any rights or remedies to any Person other than the parties hereto and their respective successors and assigns (if any).

2.13 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto relating to the Subject matter hereof and Supersedes all prior agreements, team sheets and understandings among of between the parties relating to the Subject matter hereof.

The parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

THE COMPANY:

theMaven Network, Inc.

By: _____

Name:

Title:

Integrated Surgical Systems, Inc.

By: _____

Name:

Title:

THE EMPLOYEE:

_____

Benjamin G. Joldersma

Exhibit 10.7

ESCROW AGREEMENT

This Escrow Agreement, dated as of November ___, 2016 (this "Escrow Agreement"), is entered into by and among James C. Heckman, as the Stockholders' Representative, Integrated Surgical Systems, Inc., a Delaware corporation, (the "ISS"), and Golenbock Eiseman Assor Bell & Peskoe LLP, as escrow agent ("Escrow Agent", together with the Stockholders' Representative and ISS, the "Parties").

RECITALS

A. WHEREAS, TheMaven Network, Inc., a Nevada Corporation ("Maven"), and ISS are parties to that certain Share Exchange Agreement, dated as of October 14, 2016 (the "Exchange Agreement"), pursuant to which there will be an exchange of all the outstanding equity of Maven for 12,517,151 shares of common stock, par value $0.001 per share, of ISS (the "ISS Common Stock"), with Maven surviving as a wholly owned subsidiary of ISS (the "Maven Transaction"). A copy of the Exchange Agreement is attached as Exhibit A hereto. Terms not defined herein will have the meanings ascribed to such terms in the Exchange Agreement.

B. WHEREAS, in connection with the transactions contemplated by the Exchange Agreement, ISS, Maven, and the stockholders of Maven ("Maven Stockholders") have agreed to perform certain obligations and have made certain representations, warranties, covenants and agreements for the benefit of each other, as set forth in the Exchange Agreement.

C. WHEREAS, pursuant to Section 7.3 of the Exchange Agreement, ISS and the Maven Stockholders agreed that a total of 35% of the ISS Common Stock issued to the Maven Stockholders be delivered to the Escrow Agent, which such 35% of the ISS Common Stock shall be (i) subject to claims against Maven and the Maven Stockholders under the Exchange Agreement (referred to in such case as the "Shareholders Escrow Shares") and (ii) shall also be subject to repurchase if Maven does not meet the Milestone Achievement, as defined below (referred to in such case as the "Milestone Escrow Shares"), shall be delivered to the Escrow Agent (together Shareholders Escrow Share and the Milestone Escrow Shares referred to as the "Remedy Fund").

D. WHEREAS, under the Exchange Agreement, the Maven Stockholders have appointed Mr. James C. Heckman as the representative of Maven Stockholders with respect to matters related to the Remedy Fund pursuant to the Exchange Agreement and this Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ISS, the Stockholders' Representative and the Escrow Agent agree as follows:

1. Appointment. ISS and the Stockholders' Representative hereby appoint the Escrow Agent as the escrow agent to act in accordance with and subject to the terms of this Escrow Agreement, and the Escrow Agent hereby accepts such appointment and agrees to act in accordance with and subject to the terms of this Escrow Agreement. The Stockholders' Representative, on behalf of the Maven Stockholders, further designates and appoints the Escrow Agent as an agent with irrevocable power of attorney to execute such stock powers as may be required to effect any transfer of the shares held in escrow.

2. Deposit of Escrow Deposit. At the consummation of the Maven Transaction, the transfer agent of ISS (the "Transfer Agent") shall deliver to the Escrow Agent, but registered in the name of the applicable Maven Shareholders as the owner thereof, share certificates representing 35% of the ISS Common Stock issued to the Maven Stockholders at the Closing. The ISS Common Stock shall be referred to as Shareholders Escrow Shares, in the case of claims under Section 3.1 and shall be referred to as Milestone Escrow Shares, in the case of clams under Section 3.2. The ISS Common Stock shall be held and distributed subject to the terms and conditions of the Exchange Agreements and this Escrow Agreement.

2.1 Voting. Each Maven Stockholder shall be entitled during the Escrow Period (as defined below) to vote his or her respective shares of the Escrowed Consideration (as defined below), as set forth on Exhibit B hereof, on any matters to come before the shareholders of ISS. Each Maven Stockholder shall have the right to direct the Escrow Agent in writing to exercise any voting or consent rights pertaining to his or her respective Escrowed Consideration and the Escrow Agent shall comply with any such written instructions. In absence of such instructions, the Escrow Agent shall, in its sole discretion, not vote and withhold consent in accordance to the recommendation of the board of directors on shareholder matters. The Stockholders' Representative hereby acknowledges that the Escrow Agent is not acting, and will not act, as a fiduciary or financial or investment adviser to the Stockholders' Representative, the Maven Stockholders.

2.2 Dividends and Distribution. All distributions, whether payable in cash, in shares of ISS Common Stock or otherwise that are declared by ISS and paid to the shareholders of ISS at any time during the term hereof ("Distributions"), shall not be distributed to the beneficial owners of the Remedy Fund, but rather shall be distributed by ISS to, and held by, the Escrow Agent (all such Distributions, together with the Remedy Fund, "Escrowed Consideration"). The Escrow Agent has no duty to solicit any dividends or other Distributions hereunder. Any other securities or other property received by the Escrow Agent in respect of the Escrowed Consideration, including, without limitation, pursuant to or as a part of a merger, consolidation, acquisition of property or stock, reorganization or liquidation involving ISS, or otherwise (a "Corporate Reorganization"), shall be held by the Escrow Agent and constitute Escrowed Consideration subject the provisions of this Escrow Agreement. In the event of a Corporate Reorganization, the Escrow Agent is hereby authorized to deliver Escrowed Consideration in exchange for securities or other properties to be issued in such Corporation Reorganization.

2.3 Fractional Shares. No fractional shares of the ISS Common Stock or other securities shall be retained in or released by the Escrow Agent pursuant to this Escrow Agreement. In connection with any release of Escrowed Consideration, ISS shall be permitted to round up or down to the nearest whole number in order to avoid retaining any fractional shares being held by the Escrow Agent.

2.4 Transferability. During the Escrow Period, no Escrowed Consideration or any beneficial interest therein may be pledged, sold, assigned, or transferred (other than to the Maven pursuant to the Founder Restricted Stock Purchase Agreement), including by operation of law, by the Maven Stockholders or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any such Maven Stockholder, prior to delivery to such Maven Stockholder of his or her portion of the Escrowed Consideration held by the Escrow Agent as provided herein, except by virtue of the laws of descent and distribution upon death of any Maven Stockholder; provided, however, that such permissive transfers may be implemented only upon the respective transferee's written agreement to be bound by the terms and conditions of this Escrow Agreement.

3. Claims against Escrowed Consideration.

3.1 Shareholders Escrow Shares. Prior to the end of the Indemnity Escrow Period (as define below), if ISS has or claims to have incurred or suffered Damages (as such term is defined in the Exchange Agreement) for which it is or may be entitled to indemnification, compensation or reimbursement under Section 7 of the Exchange Agreement from the Shareholders' Escrow Shares, ISS may deliver a claim notice (a "Indemnification Claim Notice") to the Stockholders' Representative, with a copy to the Escrow Agent, pursuant to Section 7.6 of the Exchange Agreement. Each Indemnification Claim Notice shall specify the nature of the claim and, if possible, the amount or the estimated dollar amount thereof (the "Indemnification Claim Amount"), and the Market Price of the ISS Common Stock on the date such claim is made. For the purposes of this Agreement, the "Market Price" shall have the meaning set forth in the Exchange Agreement. Within fifteen (15) days after confirmed delivery of a Claim Notice, the Stockholders' Representative may deliver a written response (the "Response Notice") to ISS, with a copy to the Escrow Agent, in which the Stockholders' Representative: (i) agrees that ISS is entitled to receive the full Claimed Amount; (ii) agrees that ISS is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount"); or (iii) does not agree that Indemnified Party is entitled to receive any part of the Claimed Amount. Any part of the Claimed Amount that the Indemnifying Party contests shall be the "Contested Amount." If a Response Notice is not delivered by Stockholders' Representative to ISS, with a copy to the Escrow Agent, within such 15-day period, the Stockholders' Representative shall be deemed to have agreed that ISS is entitled to the Claimed Amount.

3.2 Milestone Escrow Shares. Within 90 days after December 31, 2017, if the Independent Committee (as defined in the Exchange Agreement) has determined that the Surviving Corporation (as defined in the Exchange Agreement) has failed to achieve the designated milestone, as set forth on Exhibit C hereto, then ISS may deliver a claim notice (a "Milestone Claim Notice") to the Stockholders' Representative, with a copy to the Escrow Agent. The Milestone Claim Notice shall provide the Milestone Escrow Shares that ISS is entitled to repurchase (the "Milestone Repurchased Shares") for the failure of the Surviving Corporation to achieve the designated milestones (the "Milestone Achievement"). Within fifteen (15) days after confirmed delivery of a Milestone Claim Notice, the Stockholders' Representative may deliver a written response (the "Milestone Response Notice") to ISS, with a copy to the Escrow Agent, in which the Stockholders' Representative: (i) agrees that ISS is entitled to repurchase the Milestone Repurchased Shares; or (ii) does not agree that ISS is entitled to repurchase all or any of the Milestone Repurchased Shares. If a Response Notice is not delivered by Stockholders' Representative to ISS, with a copy to the Escrow Agent, within such 15-day period, the Stockholders' Representative shall be deemed to have agreed that ISS is entitled repurchase the Milestone Repurchased Shares. The repurchase price of each Milestone Repurchased Share shall be the then par value.

3.3 The parties shall attempt to resolve any disputed claim through good faith negotiations and will document the resolution of each claim in a written document signed by each party and delivered to the Escrow Agent.

3.4 Upon final adjudication or resolution of a claim under Section 3.1 for which the Escrowed Consideration is the source of compensation, the Escrow Agent shall deliver to ISS, such full number of shares of ISS Common Stock as equals or fractionally exceeds the adjudicated or resolved amount of such claim divided by the Market Price as set forth in the Claim Notice.

3.5 Upon final adjudication or resolution of a claim under Section 3.2 for the failure to achieve a milestone, the Escrow Agent shall deliver to ISS, such full number of Milestone Escrow Shares held in the Remedy Fund as set forth herein.

4. Distribution of the Escrowed Consideration.

4.1 Term. Subject to the terms of this Escrow Agreement, (a) the Shareholders Escrow Share shall remain held in escrow by the Escrow Agent for a period of twelve (12) months following the date hereof (the "Indemnification Escrow Period") and (b) the Milestone Escrow Shares shall remain held in escrow by the Escrow Agent until the earlier of (i) the completion of the Milestone Achievement as contemplated by Exhibit C hereof, or (ii) 90 days after the expiration date of for the Milestone Achievement, as set forth on Exhibit C hereof (the "Milestone Escrow Period", together with the Indemnification Escrow Period, collectively, the "Escrow Period"); provided that part or all of the Escrowed Consideration may be released to ISS, from time to time, prior to such time in connection with the final adjudication or resolution of a claim pursuant to Section 3 herein or as provided further in Exhibit C on achievement of Milestone Achievement. Notwithstanding the foregoing and subject to the provisions for an interim release set forth in Section 4.3(a), prior to the Final Release (as defined below), the Escrowed Consideration shall be held by the Escrow Agent and the Escrow Agent shall continue to perform its duties under this Escrow Agreement until (i) the final adjudication or resolution of all the pending claims, and (ii) the balance, if any, of the Escrowed Consideration is released.

4.2 Distribution to ISS. If, at any time on or prior to the Final Release (as defined below), the Escrow Agent receives (i) a notice of a resolved claim pursuant to Section 3.3 signed by both Stockholders' Representative and ISS, or (ii) an order of a court of competent jurisdiction or a notice of an arbitration award, a copy of which is delivered by either the Stockholders Representative or ISS (either, an "Authorized Distribution Notice"), the Escrow Agent shall deliver the Escrowed Consideration as identified in such Authorized Distribution Notice. In the event that any Party is required or entitled to calculate the amount of Escrowed Consideration to be released, the Parties agree that the Escrowed Consideration to be delivered shall equal or fractionally exceed the adjudicated and resolved amount of the Damage, divided by the Market Price, up to the maximum of the Escrowed Consideration.

4.3 Distributions of the Escrowed Consideration. On the first business day after the Shareholder Escrow Period, the Stockholders' Representative shall be entitled to give a notice to the Escrow Agent and ISS requesting the distribution of the balance of the Shareholders Shareholder Escrow Shares, not then subject to the Milestone Escrow ("Maven Distribution Notice"). Once ISS confirms to the Escrow Agent, with a copy to the Stockholders' Representative, that there is no pending claim against Maven and the Milestone Achievement, the Maven Stockholders, which confirmation must be given not later than 10 calendar days from the receipt of the Maven Distribution Notice, the Escrow Agent shall distribute the remaining portion of the Stockholders Escrow Shares, not then subject to the Milestone Escrow, to the Stockholders' Representative for redistribution to the respective Maven Stockholders (the "Release"). If there is any pending claim asserted under Section 7 of the Exchange Agreement, upon receipt of evidence of such pending claim, the Escrowed Consideration will continue to be held pursuant to this Agreement. When all claims asserted against the Escrowed Consideration have been finally adjudicated or resolved, the balance of the Shareholders Escrow Shares or the Milestone Escrow Shares, if any, will be distributed to the Maven Stockholders in full discharge of the Escrow Agent's obligation under this Escrow Agreement. Subject to the foregoing, as and when the Surviving Corporation meets the Milestone Achievement and after the end of the Indemnification Escrow Period, the Stockholders' Representative shall be entitled to give a notice to the Escrow Agent and ISS requesting the distribution of Milestone Escrow Shares not then subject to the Milestone Escrow and Shareholder Escrow ("Milestone Distribution Notice")

5. Concerning the Escrow Agent.

5.1 Good Faith Reliance. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its prior written consent thereto.

5.2 Indemnification. The Escrow Agent shall be indemnified and held harmless by ISS and the Stockholders' Representative from and against any expenses, including counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim or interpretation which in any way, directly or indirectly, arises out of or relates to this Escrow Agreement, the services of the Escrow Agent hereunder, or the Escrowed Consideration held by it hereunder, other than expenses or losses arising from the gross negligence or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the other Parties hereto in writing.

5.3 Limitation of Liability. (I) THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (II) NO PARTY SHALL BE LIABLE HEREUNDER, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

5.4 Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit D. The Escrow Agent shall also be entitled to reimbursement from ISS for all expenses paid or incurred by it in the administration of its duties hereunder including, but not limited to, all counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges. Until the fees and expenses have been paid, the Escrow Agent shall be entitled to hold on to the Escrowed Consideration and not make any distribution hereunder.

5.5 Further Assurances. From time to time on and after the date hereof, ISS and the Stockholders' Representative shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

5.6 Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to ISS and the Stockholders' Representative, and ISS and the Stockholders' Representative may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrowed Consideration and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order.

5.7 Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrowed Consideration until the Escrow Agent (i) receives a joint written instruction or a written agreement executed by each of the Parties involved in such disagreement or dispute directing delivery of the Escrowed Consideration, in which event the Escrow Agent shall be authorized to disburse the Escrowed Consideration in accordance with such joint written instruction or agreement, or (ii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrowed Consideration and shall be entitled to recover its reasonable out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent. Notwithstanding the foregoing, in the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall refrain from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

5.8 Attachment of Escrowed Consideration; Compliance with Legal Orders. In the event that any Escrowed Consideration shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrowed Consideration, the Escrow Agent is hereby expressly authorized, in its reasonable discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, provided that the Escrow Agent shall first provide written notice to ISS and the Stockholders' Representative before otherwise embarking on any course of action or inaction in response to such legal or judicial process and shall use commercially reasonable efforts to provide ISS and/or the Stockholders' Representative, as applicable, an opportunity to respond to such court order or other legal process and to seek protection of the Escrowed Consideration therefrom. Nothing in this provision or this Agreement shall increase the obligations of the Escrow Agent.

5.9 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

5.10 Consultations with Legal Counsel. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability or expense and shall be fully protected and reimbursed in acting in accordance with the reasonable advice or opinion of such counsel.

5.11 Collection and Investment. The Escrow Agent is under no obligation to institute and/or defend any action, suit or proceeding in connection with this Escrow Agreement. The Escrow Agent is acting solely as an escrow agent hereunder, and it owes no duties, covenants or obligations, fiduciary or otherwise, to any person by reason of this Escrow Agreement, except as explicitly set forth herein. There shall be no implied duties, covenants or obligations read into this Escrow Agreement as against the Escrow Agent. The Escrow Agent shall have no obligation, duty or liability with respect to compliance with any federal or state laws, including securities laws, disclosure or tax laws, concerning the holding of the Escrowed Consideration or the use of the Escrowed Consideration. The Escrow Agent has no duty or obligation to make any investment decisions with respect to any or all of the Escrowed Consideration, and may hold the Escrowed Consideration in the same form, including in book-entry form, as received.

6. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of ISS, the Stockholders' Representative, the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Parties and shall require the prior written consent of the other Parties of this Escrow Agreement.

7. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrowed Consideration escheat by operation of law.

8. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid, or (v) by electronic mail. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to ISS:
Integrated Surgical System, Inc.
c/o MDB Capital Group LLC
2425 Cedar Springs Road
Dallas, TX 75201
Attn: Christopher A. Marlett
Facsimile: (310) 526.5020
Email: cmarlett@mdb.com

with a copy (which shall not constitute notice) to:

Golenbock Eiseman Assor Bell & Peskoe LLP
711 Third Avenue,
New York, NY 10017
Attn.: Andrew D. Hudders, Esq.
Facsimile: 212-754-0330
Email: ahudders@golenbock.com

If to the Stockholders' Representative:
TheMaven Network, Inc.
5048 Roosevelt Way NE
Seattle, WA 98105
Attention: James C. Heckman, CEO
Telephone: (206) 526-2427
Email: jch@themaven.net

with a copy (which shall not constitute notice) to:

Peterson Russell Kelly, PLLC
1850 Skyline Tower, 10900 N.E. 4th Street
Bellevue, WA 98004
Attn.: Patrick Moran, Esq..
Email: pmoran@prklaw.com

If to the Escrow Agent:
Golenbock Eiseman Assor Bell & Peskoe LLP
711 Third Avenue,
New York, NY 10017
Attn.: Andrew D. Hudders, Esq.
Facsimile: 212-754-0330
Email: ahudders@golenbock.com

9. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Entire Agreement. This Escrow Agreement and the Exchange Agreements set forth the entire agreement and understanding of the parties related to the Escrowed Consideration.

11. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

12. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

13. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

14. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

INTEGRATED SURGICAL SYSTEMS, INC.

By: _____
Name: Gary Schuman
Title: Chief Financial Officer

Stockholders' Representative

_____
James C. Heckman

GOLENBOCK EISEMAN ASSOR BELL &
PESKOE LLP, as Escrow Agent

By: _____
Name: Andrew D. Hudders
Title: Partner

Waiver of Conflicts of Interest. The Escrow Agent currently represents ISS. ISS and the Stockholders' Representative agree that Escrow Agent shall not be prohibited from continuing to represent ISS in matters relating to the Exchange Agreements or other matters, including general corporate representation of ISS and its affiliates, now and in the future, by reason of any conflict of interest, actual or potential, that the Escrow Agent may have or have had with respect to this Escrow Agreement or any other agreements involving ISS, the Stockholders' Representative, the Maven Stockholders, the Key Employees, or their successors and assigns or other parties affiliated with the Stockholders' Representative, the related transactions contemplated hereby or under the Exchange Agreements and general representation of ISS and its affiliates, and related matters including the defense or pursuit of any indemnity claim by or on behalf of ISS.

Initials of the Stockholders' Representative _____.

Milestone Achievement

The “Milestone Achievement” means eight million Unique Visitors to the Sites during any one calendar month on or before December 31, 2017.

If the Surviving Corporation meets the Milestone Achievement at any time on or before December 31, 2017 (which for clarity, includes December 31, 2017), then 100% of the Milestone Escrow Shares shall be released from the Escrow Agreement, after the Indemnification Period.

As and when during the Milestone Escrow Period, the Surviving Corporation receives Unique Visitors, then the Milestone Escrow Shares shall be released pursuant to the following high water mark release schedule.

Highest Unique Visitors in Any Calendar Month	Total Percentage of Milestone Escrow Shares Released
1,000,000.00	13%
2,000,000.00	25%
3,000,000.00	38%
4,000,000.00	50%
4,500,000.00	56%
5,000,000.00	63%
5,500,000.00	69%
6,000,000.00	75%
6,250,000.00	78%
6,500,000.00	81%
6,750,000.00	84%
7,000,000.00	88%
7,100,000.00	89%
7,200,000.00	90%
7,300,000.00	91%
7,400,000.00	93%
7,500,000.00	94%
7,600,000.00	95%
7,700,000.00	96%
7,800,000.00	98%
7,900,000.00	99%
8,000,000.00	100%

Any Milestone Escrow Shares released from Escrow Agreement shall remain subject to the Shareholders Escrow Shares, if and to the extent then applicable.

The following examples are intended to clarify the above schedule.

> If in any calendar month during Milestone Escrow Period, the Surviving Corporation has 6 million Unique Visitors to its Sites, then after the end of the Indemnification Escrow Period, 75% of the Milestone Escrow Shares shall be released from the Remedy Fund.
>
> If after having receiving 6 million Unique Visitors in a calendar month, the Surviving Corporation then has 7 million Unique Visitors in a calendar month (which is a new high water mark), then after the end of the Indemnification Escrow Period, a total of 88% of the Milestone Escrow Shares should be released from the Remedy Fund. Since 75% of the Milestone Escrow Shares have already been released from the Remedy Fund, an additional 13% of the Milestone Escrow Shares shall then be released.

Definitions.

"Milestone Escrow Period" means the period commencing on Closing and ending upon the earlier of (a) the Surviving Corporation meeting the Milestone Achievement or (b) January 1, 2018.

"Milestone Achievement" means eight million Unique Visitors to the Sites during any calendar month at any time during the Milestone Escrow Period.

"Site" means then then website(s) of the Surviving Corporation, which shall include all Sites then owned directly or indirectly by or through one or controlled subsidiaries, by the Surviving Corporation and all Sites owned, directly or indirectly, by one or more affiliates of the Surviving Corporation.

"Surviving Corporation" has the meaning set forth in the Exchange Agreement.

"Unique Visitor" is the number of unduplicated (counted only once) visitors to the Site(s) during any calendar month during the Milestone Escrow Period. Unique Visitors shall be determined by Google Analytics, or if Google Analytics is not then providing such service, such other, reputable, independent third party provider of such similar services, reasonably acceptable to the Stockholders' Representative and the Independent Committee.

"Visitor" means any person that has had at least one session or visit to a Site within the selected date range as then determined by Google Analytics.

All definitions under this section shall have the common meanings general ascribed to such term as set forth in Google Analytics.

Reverse Vesting.

Pursuant to the Founder Restricted Stock Purchase Agreements, each of the Maven Stockholder also reverses vests over a 36 month period, commencing as of August 1, 2016. Any shares of ISS then acquired by the Surviving Corporation under the Founder Restricted Stock Purchase Agreements shall be added to the Milestone Escrow Shares.

Fees of Escrow Agent

The Escrow Agent will be entitled to fees based on the time devoted to the matters related to the Escrow Agreement and Escrow Consideration, in increments of 1/10 of an hour, at the then regular hourly rates of the persons employed by the Escrow Agent (which rates may change from time to time), plus actual disbursements.

All fees of the Escrow Agent shall be paid by ISS.

Exhibit 10.8

EMPLOYEE CONFIDENTIALITY AND
PROPRIETARY RIGHTS AGREEMENT

[employee name]

This EMPLOYEE CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is entered into effective _____, 2016 by and between AMPLIFY MEDIA NETWORK, INC., a Nevada corporation, on its behalf and on behalf of itself, its subsidiaries and other corporate affiliates thereof ("Company") and [employee name] ("Employee"). In consideration of the employment of Employee by the Employer, the Employer and Employee hereby agree as follows

1. Confidentiality Obligations.

1.1 Employee understands and acknowledges that during the course of employment by the Company, Employee will have access to and learn about confidential, secret and proprietary documents, materials, data and other information, in tangible and intangible form, of and relating to the Company and its businesses and existing and prospective customers, suppliers, investors and other associated third parties ("Confidential Information"). Employee further understands and acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by Employee will cause irreparable harm to the Company, for which remedies at law will not be adequate and may also cause the Company to incur losses, damages and also liabilities to third parties.

1.2 "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, legal information, marketing information, advertising information, pricing information, design information, personnel information, suppliers, vendors, developments, reports, sales, revenues, costs, formulae, product plans, designs, styles, models, ideas, inventions, patent, patent applications, original works of authorship, discoveries, specifications, customer information, client information, the Company, or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence. Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information developed by Employee in the course of the employment of Employee by the Company shall be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Employee in the first instance.

2. Disclosure and Use Restrictions.

2.1 Employee agrees and covenants to

(a). Treat all Confidential Information as strictly confidential;

(b). Not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of Employee's authorized employment duties to the Company; and

(c). Not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of Employee's authorized employment duties to the Company.

Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

2.2 Employee understands and acknowledges that the obligations of Employee under this Agreement with regard to any particular Confidential Information shall commence immediately upon Employee first having access to such Confidential Information (whether before or after Employee begins employment by the Company) and shall continue during and after the employment of Employee by the Company until such time as such Confidential Information has become public knowledge other than as a result of Employee's breach of this Agreement or breach by those acting in concert with Employee or on Employee's behalf.

3. Scout Media Restriction. Employee agrees that Employee shall not while an employee of the Company and for twelve (12) months after the termination of the employment with the Company for any reason whatsoever, directly or indirectly, individually, by and through one or more of the affiliates of Employee, another person, or otherwise, in other capacity, work for, work with, provides goods or services to, or otherwise enter into any business or other relationship with, Scout Media, Inc. or any of the affiliates, successors or assigns of Scout Media, Inc. Employee agrees that since the breach or threatened breach of this Section 3 would give rise to irreparable injury to Company, which injury would be inadequately compensable in money damages, the Company may seek and obtain injunctive relief from any such breach or threatened breach, in addition to and not in limitation of any other legal remedies that may be available. Employee acknowledges that the covenants contained in this Section are necessary for the protection of the business interests of the Company and are reasonable in scope, content, and duration. If Employee breaches this Section 3, then 12 month period shall be extended until after the period of violation ceases.

4. Proprietary Rights.

4.1 Work Product. Employee acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by Employee individually or jointly with others during the period of the employment of Employee by the Company and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), mask works, patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, "Intellectual Property"), shall be the sole and exclusive property of the Company.

4.2 Work Made for Hire; Assignment. Employee acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "*work made for hire*" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Employee hereby irrevocably assigns to the Company, for no additional consideration, Employee's entire right, title and interest in and to all Work Product and Intellectual Property therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title or interest in any Work Product or Intellectual Property so as to be less in any respect than that the Company would have had in the absence of this Agreement. To the extent any copyrights are assigned under this Agreement, Employee hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Employee may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property therein.

4.3 Cooperation. During and after the employment of Employee, Employee agrees to reasonably cooperate with the Company at the Company's expense to (i) apply for, obtain, perfect and transfer to the Company the Work Product and Intellectual Property in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Company. Employee hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on Employee's behalf in the name of Employee and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property therein, to the full extent permitted by law, if Employee does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be effected by Employee's subsequent incapacity.

Washington Law. Pursuant to the laws of Washington, this Section 4 does not apply to Intellectual Property protected by RCW 49.44.140 for which no Company trade secrets, Confidential Information, no equipment, supplies, or facilities of Company were used and which was developed entirely on Employee's own time, unless: (i) the invention relates directly to the business of Company, (ii) the invention relates to actual or demonstrably anticipated research or development work of Company, or (iii) the invention results from any work performed by Employee for Company. To determine whether Employee has an obligation to assign particular Intellectual Properties to Company, Employee shall promptly make full written disclosure to Company of all Intellectual Properties that Employee makes or on which Employee is working during the term of Employee's employment. Employee represents and warrants that no Intellectual Property developed prior to or outside the scope of employment shall be used in the course of Employee's employment unless such work is owned solely by Employee and is specifically identified to Company in writing in advance of any use and Company agrees in writing to such use. If and to the extent that Employee makes use, in the course of Employee's employment, of any item of Intellectual Property developed and owned by Employee outside of the scope of this Agreement, Employee hereby grants Company a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with right to sublicense) to make, use, sell, copy, distribute, modify, and otherwise to practice and exploit any and all such item of Intellectual Property.

5. IP Usage; Return of IP. Employee agrees and covenants (i) to comply with all Company security policies and procedures as in force from time to time; (ii) not to access or use any facilities and information technology resources except as authorized by Company; and (iii) not to access or use any facilities and information technology resources in any manner after the termination of Employee's employment by the Company, whether termination is voluntary or involuntary. Upon the (i) voluntary or involuntary termination of Employee's employment or (ii) the Company's request at any time during Employee's employment, Employee shall (a) provide or return to the Company any and all Company property and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of Employee, whether they were provided to Employee by the Company or any of its business associates or created by Employee in connection with the employment of Employee by the Company; and (b) delete or destroy all copies of any such documents and materials not returned to the Company that remain in Employee's possession or control, including those stored on any non-Company devices, networks, storage locations and media in Employee's possession or control.

6. Remedies. Employee acknowledges that the Confidential Information of the Company and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information will cause irreparable harm to the Company, for which remedies at law will not be adequate. In the event of a breach or threatened breach by Employee of any of the provisions of this Agreement, Employee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

7. General Provisions.

7.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7.2 Assignment and Transfer. This Agreement shall not be terminated by the merger or consolidation of Company with any corporate or other entity or by the transfer of all or substantially all of the assets of Company to any other person, corporation, firm, or entity. The provisions of this Agreement shall be binding on and shall inure to the benefit of any successors, assigns, and administrators of the Company. Employee cannot assign this Agreement or any of the rights, duties, or obligations of Employee under this Agreement.

7.3 License. This Agreement does not, and shall not be construed to, grant Employee any license or right of any nature with respect to any Work Product or Intellectual Property or any Confidential Information, materials, software or other tools made available to Employee by the Company.

7.4 Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between Employee and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

7.5 Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Washington without regard to conflicts-of-law principles. Any action or proceeding by either party to enforce this Agreement shall be brought only in any state or federal court located in the state of Washington, county of King. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts in Washington.

7.6 Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by Employee and by a duly authorized officer of the Company, other than Employee. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

7.7 Non-disparagement; Publicity. Employee will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company's products or services, or make any maliciously false statements about the Company's employees, officers and owners. Employee consents to any and all uses and displays, by the Company and its agents, of Employee's name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, images, websites, and advertising at any time during or after the period of employment by the Company, for all legitimate business purposes of the Company.

7.8 Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

[SIGNATURE PAGE TO FOLLOW]

Signature Page to

EMPLOYEE CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

[employee name]

AMPLIFY MEDIA NETWORK, INC.,

By: _____

Title: _____

[employee name]

Signature: _____

Print Name: _____

Dated as of: _____

Exhibit 10.9

November __, 2016

Integrated Surgical Systems, Inc.
2425 Cedar Springs Road
Dallas, TX 75201

Ladies and Gentlemen:

This agreement is being delivered to you in connection with the proposed Share Exchange Agreement (the "Purchase Agreement") between Integrated Surgical Systems, Inc., a Delaware corporation (the "Company"), theMaven Network, Inc., a Nevada corporation ("theMaven") and the shareholder of theMaven, pursuant to which the undersigned will exchange his/her equity interest in theMaven for the shares of common stock, par value $0.01, of the Company (the Common Stock").

In connection with and as a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement, the undersigned agrees that, during the period beginning on and including the Closing Date (as defined in the Purchase Agreement) through and including the date that is one year after the Closing Date (the "Lock-Up Period"), the undersigned will not, without the prior written consent of the Company, directly or indirectly:

(i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition; or

(ii) enter into any swap or other agreement, arrangement or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of ownership of any shares of Common Stock.

Notwithstanding the provisions set forth in the immediately preceding paragraph, the undersigned may, without the prior written consent of the Company, (1) transfer any shares of Common Stock or any securities convertible into or exchangeable or exercisable for shares of Common Stock as a bona fide gift or gifts effected for tax planning purposes, or by will or intestacy to any member of the Immediate Family (as defined below) of the undersigned, or to a trust or trusts for exclusive benefit of the undersigned or those members of the Immediate Family of the undersigned; provided, however, that it shall be a condition to the transfer that the transferee executes and delivers to the Company not later than one business day prior to such transfer, a written agreement, in substantially the form of this agreement, or (2) exercise or convert the currently outstanding warrants or options so long as the undersigned agrees that the shares of Common Stock received from any such exercise will be subject to this agreement. For purposes of this paragraph, "Immediate Family" shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and that this agreement has been duly executed and delivered by the undersigned and is a valid and binding agreement of the undersigned.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement as of the date first set forth above.

Yours very truly,

_____

[Name]

Exhibit 10.10

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "**Agreement**") is made and entered into as of this ___ day of November, 2016 by and among Integrated Surgical Systems, Inc., a Delaware corporation (the "**Company**"), and the stockholders identified on the signature pages hereto (each, including its successors and assigns, a "**Stockholder**," and collectively, the "**Stockholders**").

RECITALS

WHEREAS, the Stockholders and the Company desire to enter into this Agreement to provide the Investors with certain rights relating to the registration of the securities held by them as of the date hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Stockholders agree as follows:

The parties hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Business Day**" means any day other than a Saturday, Sunday or a day which is a Federal legal holiday in the U.S.

"**Common Stock**" means the Company's common stock, par value $0.01 per share, and any securities into which such shares may hereinafter be reclassified.

"**Prospectus**" means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in Rule 405 under the 1933 Act.

"**Register**," "**registered**" and "**registration**" refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act (as defined below), and the declaration or ordering of effectiveness of such Registration Statement or document.

"**Registrable Securities**" means (i) the Shares and (ii) any other securities issued or issuable with respect to or in exchange for the Shares, whether by merger, charter amendment or otherwise; provided, that these securities shall cease to be a Registrable Security upon the earliest to occur of the following: (A) sale of such security pursuant to a Registration Statement; or (B) such security becoming eligible for sale by the Stockholder pursuant to Rule 144 under the 1933 Act without regard to the holding period or volume limitations thereunder.

"**Registration Statement**" means any registration statement of the Company filed under the 1933 Act (including a post-effective amendment to a previously filed registration statement) that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

"**Required Stockholders**" means the Stockholders holding a majority of the Registrable Securities.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Selling Stockholder Questionnaire**" means a questionnaire in the form attached as Exhibit B hereto, or such other form of questionnaire as may reasonably be adopted by the Company from time to time.

"**Shares**" means the shares of Common Stock held by the Stockholders, directly or indirectly (including shares of Common Stock which the Stockholders have the right to acquire), jointly or independently, however denominated.

"**1933 Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**1934 Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

2. Registration.

(a) Piggyback Registrations Rights. If, commencing the date of this Agreement and through the date that is five years after the date hereof, there is not an effective Registration Statement covering the Registrable Securities, and the Company shall determine to prepare and file with the SEC a Registration Statement relating to an offering for its own account or the account of others under the 1933 Act of any of its equity securities (other than on Form S-4 or Form S-8, each as promulgated under the 1933 Act, or their then equivalent relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans), then the Company shall send to the Stockholders a written notice of such determination at least twenty (20) days prior to the filing of any such Registration Statement and shall, include in such Registration Statement all Registrable Securities requested by any Stockholder hereunder to be included in the registration within ten (10) days after the Company sends such notice to the Stockholders for resale and offer on a continuous basis pursuant to Rule 415; provided, that (i) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company determines for any reason not to proceed with such registration, the Company will be relieved of its obligation to register any Registrable Securities in connection with such registration, (ii) in case of a determination by the Company to delay registration of its securities, the Company will be permitted to delay the registration of Registrable Securities for the same period as the delay in registering such other securities, (iii) each Stockholder is subject to confidentiality obligations with respect to any information gained in this process or any other material non-public information he, she or it obtains, (iv) each Stockholder or assignee or successor in interest is subject to all applicable laws relating to insider trading or similar restrictions; and (v) if all of the Registrable Securities of the Stockholders cannot be so included due to SEC comments or underwriter cutbacks, then the Company may reduce, in accordance with the provisions of Section 2(e) hereof, the number of securities covered by such Registration Statement to the maximum number which would enable the Company to conduct such offering in accordance with the provisions of Rule 415.

(b) Demand Registration Statement. Promptly following the date hereof, upon the demand of a majority of the holders of the then Registrable Securities, the Company shall prepare and file with the SEC a Registration Statement on Form S-3 (or, if Form S-3 is not then available to the Company, on such form of registration statement as is then available to effect a registration for resale of the Registrable Securities) covering the resale of the Registrable Securities. Subject to any SEC comments, such Registration Statement shall include the plan of distribution attached hereto as Exhibit A; provided, however, that no Stockholder shall be named as an "underwriter" in the Registration Statement without the Stockholder's prior written consent. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. The Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to the Stockholders and their counsel prior to its filing or other submission.

(c) Expenses. The Company will pay all expenses associated with each registration, including filing and printing fees, the Company's counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws, listing fees, reasonable fees and expenses of one counsel to the Stockholders and the Stockholders' reasonable expenses in connection with the registration, but excluding discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the Registrable Securities being sold.

(d) Effectiveness.

(i) The Company shall use commercially reasonable efforts to have the Registration Statement declared effective as promptly as possible. The Company shall promptly notify the Stockholders by facsimile or e-mail as promptly as possible after, and in any event, no later than 5:00 p.m. New York time on the next Business Day following the date, any Registration Statement is declared effective and shall simultaneously provide the Stockholders by facsimile or e-mail with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. If (A) a Registration Statement covering the Registrable Securities is not declared effective by the SEC prior to the earlier of five (5) Business Days after the SEC shall have informed the Company that no review of the Registration Statement will be made or that the SEC has no further comments on the Registration Statement; or (B) a Registration Statement has been declared effective by the SEC but sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), but excluding any Allowed Delay (as defined below) or the inability of any Stockholder to sell the Registrable Securities covered thereby due to market conditions, then the Company will make pro rata payments to each Stockholder, as liquidated damages and not as a penalty, in an amount equal to 1.0% of the aggregate Market Price (as defined below) of the Registrable Securities as of the date of the Registration Statement should have been effective for each 30-day period or pro rata for any portion thereof following the date by which such Registration Statement should have been effective (the "**Blackout Period**"). Such payments shall constitute the Stockholders' exclusive monetary remedy for such events, but shall not affect the right of the Stockholders to seek injunctive relief. The amounts payable as liquidated damages pursuant to this paragraph shall be paid monthly within three (3) Business Days of the last day of each 30-day period following the commencement of the Blackout Period until the termination of the Blackout Period. Such payments shall be made to each Stockholder in cash. The "Market Price" of a share of the Common Stock will be deemed to be the average of the last sales prices of a share of the Common Stock for the five business days ending on the day immediately prior to the date that the claim is made under this Section 2(d)(i), as reported by The Nasdaq Stock Market or any other United States stock exchange or trading medium on which the Common Stock is listed or traded, or in the absence of reported prices, the determination of Market Price shall be made by the Independent Committee of the Board of Directors of the Company.

(ii) Notwithstanding anything herein to the contrary, the Company may suspend the use of any Prospectus included in any Registration Statement contemplated by this Section in the event that the Company determines in good faith that such suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Company shall promptly (a) notify each Stockholder in writing of the commencement of and the reasons for an Allowed Delay, but shall not (without the prior written consent of an Stockholder) disclose to such Stockholder any material non-public information giving rise to an Allowed Delay, (b) advise the Stockholders in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

(iii) Notwithstanding anything herein to the contrary, in no event shall the liquidated damages paid or to be paid by the Company to an Stockholder pursuant to Sections 2(a), 2(b) and 2(c) of this Agreement exceed, in the aggregate, an amount equal to 10.0% of the aggregate amount invested by such Stockholder.

(e) Rule 415; Cutback If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a Registration Statement (alone or together with previously or subsequently registered shares of Common Stock) is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the 1933 Act or requires any Stockholder to be named as an "underwriter", the Company shall use its best efforts to persuade the SEC that the offering contemplated by the Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Stockholders is an "underwriter". The Stockholders shall have the right to participate or have their counsel participate in any meetings or discussions with the SEC regarding the SEC's position (unless in the reasonable opinion of the Company or its counsel, such participation will be to the detriment to the Company in that it may cause undue delays in the registration process or for other reasons) and to comment or have their counsel comment on any written submission made to the SEC with respect thereto. No such written submission shall be made to the SEC to which the Stockholders' counsel reasonably objects. In the event that, despite the Company's best efforts and compliance with the terms of this Section 2(e), the SEC refuses to alter its position, the Company shall (i) first remove any securities registered for the account of any selling shareholders other than the holders of Registrable Securities, (ii) second remove any securities being registered for sale by the Company, and (iii) third remove from the Registration Statement such portion of the Registrable Securities (the "**Cut Back Shares**") and/or agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "**SEC Restrictions**"); provided, however, that the Company shall not agree to name any Stockholder as an "underwriter" in such Registration Statement without the prior written consent of such Stockholder. Any cut-back imposed on the Stockholders pursuant to this Section 2(d) shall be allocated among the Stockholders (and the holders of any previously or subsequently registered shares of Common Stock whose shares are subject to the Rule 415 position taken by the SEC) on a pro rata basis, unless the SEC Restrictions otherwise require or provide or the Stockholders otherwise agree. No liquidated damages shall accrue as to any Cut Back Shares until such date as the Company is able to commence the registration of such Cut Back Shares in accordance with any SEC Restrictions (such date, the "**Restriction Termination Date**" of such Cut Back Shares). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the liquidated damages provisions) shall again be applicable to such Cut Back Shares; provided, however, that (i) the Filing Deadline for the Registration Statement including such Cut Back Shares shall be ten (10) Business Days after such Restriction Termination Date, and (ii) the date by which the Company is required to obtain effectiveness with respect to such Cut Back Shares under Section 2(d) shall be the 90th day immediately after the Restriction Termination Date.

3. Company Obligations. The Company will use commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will, as expeditiously as possible:

(a) use commercially reasonable efforts to cause such Registration Statement to become effective and to remain continuously effective for a period that will terminate upon the earlier of (i) the date on which all Registrable Securities covered by such Registration Statement as amended from time to time, have been sold, and (ii) the date on which all Registrable Securities covered by such Registration Statement may be sold without any restriction pursuant to Rule 144 (the "**Effectiveness Period**") and (i) advise the Stockholders in writing when the Effectiveness Period has expired and (ii) provide the Stockholders with a copy of the opinion of counsel to the Company to the Transfer Agent and instructions from the Company to the Transfer Agent to remove the re-sale restrictions imposed by the 1933 Act from the Registrable Securities, both of which will be irrevocable;

(b) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement and the Prospectus as may be necessary to keep the Registration Statement effective for the Effectiveness Period and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(c) provide copies to counsel designated by the Stockholders and permit such counsel to review each Registration Statement and all amendments and supplements thereto no fewer than three (3) Business Days, in the case of the initial Registration Statement, and two (2) Business Days, in the case of any amendment or supplement, prior to their filing with the SEC and not file any document to which such counsel reasonably objects;

(d) furnish to the Stockholders and to counsel designated by the Stockholders (i) promptly after the same is prepared and publicly distributed, filed with the SEC, or received by the Company (but not later than two (2) Business Days after the filing date, receipt date or sending date, as the case may be) one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as each Stockholder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Stockholder that are covered by the related Registration Statement;

(e) use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest possible moment;

(f) prior to any public offering of Registrable Securities, use commercially reasonable efforts to register or qualify or cooperate with the Stockholders and their counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions requested by the Stockholders and do any and all other commercially reasonable acts or things necessary or advisable to enable the distribution in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(f), or (iii) file a general consent to service of process in any such jurisdiction;

(g) use commercially reasonable efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each securities exchange, interdealer quotation system or other market on which similar securities issued by the Company are then listed;

(h) immediately notify the Stockholders, at any time prior to the end of the Effectiveness Period, upon discovery that, or upon the happening of any event as a result of which, the Prospectus includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare, file with the SEC and furnish to such holder a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and

(i) comply in all material respects with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, including, without limitation, Rule 172 under the 1933 Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the 1933 Act, promptly inform the Stockholders in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Stockholders are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(i), "**Availability Date**" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter).

(j) With a view to making available to the Stockholders the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Stockholders to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) twelve months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as all of the Registrable Securities shall have been resold; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act; (iii) furnish to each Stockholder upon request, as long as such Stockholder owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the 1934 Act, (B) a copy of the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Stockholder of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration; and (iv) use commercially reasonable efforts to assist each Stockholder with the removal of any legends required under Rule 144 under the 1933 Act, including with respect to any opinions required thereby, provided that the Company's obligations hereunder are subject to the reasonable determination of the Company and the Company's counsel that any such legend removal complies with the 1933 Act.

4. Due Diligence Review; Information. Upon written request, the Company shall make available, during normal business hours, for inspection and review by the Stockholders, advisors to and representatives of the Stockholders (who may or may not be affiliated with the Stockholders and who are reasonably acceptable to the Company), all financial and other records, all SEC Filings and other filings with the SEC, and all other corporate documents and properties of the Company as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by the Stockholders or any such representative, advisor or underwriter in connection with such Registration Statement (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of the Registration Statement for the sole purpose of enabling the Stockholders and such representatives, advisors and underwriters and their respective accountants and attorneys to conduct initial and ongoing due diligence with respect to the Company and the accuracy of such Registration Statement. As a condition to such inspection and review, the Company may require the Stockholders to enter into confidentiality agreements.

The Company shall not disclose material nonpublic information to the Stockholders, or to advisors to or representatives of the Stockholders, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Stockholders, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review and any Stockholder wishing to obtain such information enters into an appropriate confidentiality agreement with the Company with respect thereto.

5. Obligations of the Stockholders.

(a) Each Stockholder shall furnish to the Company a completed and executed Selling Stockholder Questionnaire. The Company shall not be required to include the Registrable Securities of an Stockholder in a Registration Statement who fails to furnish to the Company a fully completed and executed Selling Stockholder Questionnaire at least two (2) Business Days prior to the first anticipated filing date of such Registration Statement. It is agreed and understood that if an Stockholder returns a Selling Stockholder Questionnaire after the deadline specified in the previous sentence, the Company shall use its commercially reasonable efforts to take such actions as are required to name such Stockholder as a selling security holder in the Registration Statement or any pre-effective or post-effective amendment thereto and to include (to the extent not theretofore included) in the Registration Statement the Registrable Securities identified in such late Selling Stockholder Questionnaire; provided that the Company shall not be obligated to file any additional Registration Statements solely for such shares or to take any action that the Company reasonably concludes would cause the Company to miss the Filing Deadline or the deadline by which the Registration Statement must be declared effective by the SEC, or otherwise cause other Registrable Securities to be ineligible for sale.

(b) Each Stockholder, by its acceptance of the Registrable Securities agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Stockholder has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

(c) Each Stockholder agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay pursuant to Section 2(d)(ii) or (ii) the happening of an event pursuant to Section 3(h) hereof, such Stockholder will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities, until the Stockholder is advised by the Company that such dispositions may again be made.

6. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless each Stockholder and its officers, directors, members, managers, employees and agents, successors and assigns, and each other person, if any, who controls such Stockholder within the meaning of the 1933 Act, against any losses, claims, damages or liabilities, joint or several, to which they may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof; (ii) any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Registrable Securities under the securities laws thereof (any such application, document or information herein called a "**Blue Sky Application**"); (iii) the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iv) any violation by the Company or its agents of any rule or regulation promulgated under the 1933 Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration; or (v) any failure to register or qualify the Registrable Securities included in any such Registration Statement in any state where the Company or its agents has affirmatively undertaken or agreed in writing that the Company will undertake such registration or qualification on an Stockholder's behalf and will reimburse such Stockholder, and each such officer, director or member and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Stockholder or any such controlling person in writing specifically for use in such Registration Statement or Prospectus. For an abundance of clarity, the liquidated damage provisions in Section 2 shall not limit the recovery to which a Stockholder is entitled under this Section 6.

(b) Indemnification by the Stockholders. Each Stockholder agrees, severally but not jointly, to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders and each person who controls the Company (within the meaning of the 1933 Act) against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in the Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by such Stockholder to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of an Stockholder be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Stockholder in connection with any claim relating to this Section 6 and the amount of any damages such Stockholder has otherwise been required to pay by reason of such untrue statement or omission) received by such Stockholder upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed to pay such fees or expenses, or (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists or may exist between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation, and such settlement shall not include any admission as to fault on the part of such indemnified party.

(d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 6 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

7. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended only by a writing signed by the Company and the Required Stockholders. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the Required Stockholders.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in the Purchase Agreement.

(c) Assignments and Transfers by Stockholders. The provisions of this Agreement shall be binding upon and inure to the benefit of the Stockholders and their respective successors and assigns. An Stockholder may transfer or assign, in whole or from time to time in part, to one or more persons its rights hereunder in connection with the transfer of Registrable Securities by such Stockholder to such person, provided that such Stockholder complies with all laws applicable thereto and provides written notice of assignment to the Company promptly after such assignment is effected and agrees in writing to be bound by the terms hereof.

(d) Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Required Stockholders, provided, however, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Common Stock is converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term “Company” shall be deemed to refer to such Person and the term “Registrable Securities” shall be deemed to include the securities received by the Stockholders in connection with such transaction unless such securities are otherwise freely tradable by the Stockholders after giving effect to such transaction.

(e) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Counterparts; Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via *DocuSign* or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(i) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(k) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

INTEGRATED SURGICAL SYSTEMS, INC.

By: _____
Name: Gary Schuman
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

STOCKHOLDER

_____
Name of Stockholder

_____
Signature of Stockholder or by Authorized Person executing for Stockholder

Printed Name: _____

Title: _____

Its: _____
(Printed Name of Authorized Person and Title
for Person executing for Stockholder)

[EXECUTED SIGNATURE PAGES OF OTHER STOCKHOLDER OMITTED]

Plan of Distribution

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales effected after the date the registration statement of which this Prospectus is a part is declared effective by the SEC;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share; and
- a combination of any such methods of sale.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act of 1933, provided that they meet the criteria and conform to the requirements of that rule.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be “underwriters” within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are “underwriters” within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to keep the registration statement of which this prospectus constitutes a part effective until the earlier of (1) such time as all of the shares covered by this prospectus have been disposed of pursuant to and in accordance with the registration statement or (2) the date on which the shares may be sold without restriction pursuant to Rule 144 of the Securities Act.

INTEGRATED SURGICAL SYSTEMS, INC.

Selling Stockholder Questionnaire

The undersigned beneficial owner of shares (the "**Shares**") of common stock, par value $0.01 per share (the "**Common Stock**"), of Integrated Surgical Systems, Inc. (the "**Company**"), understands that the Company intends to file with the Securities and Exchange Commission (the "**Commission**") a registration statement (the "**Registration Statement**") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "**1933 Act**"), of the Shares (the "**Registrable Securities**"), in accordance with the terms of the Registration Rights Agreement, dated as [●], 2016 (the "**Registration Rights Agreement**"), among the Company and the Stockholders named therein. The purpose of this Questionnaire is to facilitate the filing of the Registration Statement under the 1933 Act that will permit you to resell the Registrable Securities in the future. The information supplied by you will be used in preparing the Registration Statement. A copy of the Registration Rights Agreement is available from the Company upon request as follows: Integrated Surgical Systems, Inc. 2425 Cedar Springs Road, Dallas, Texas 75201, Attn: Chief Financial Officer. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling securityholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Registration Statement and the related prospectus.

This Questionnaire requests information concerning your "beneficial ownership" of the securities of the Company. The SEC has defined "beneficial ownership" to mean more than ownership in the usual sense. For example, a person has beneficial ownership of a share not only if he owns it in the usual sense, but also if he has the power (solely or shared) to vote, sell or otherwise dispose of the share. Beneficial ownership also includes the number of shares that a person has the right to acquire within 60 days of the date of this Questionnaire, pursuant to the exercise of options or warrants or the conversion of notes, debentures or other indebtedness, but excludes stock appreciation rights. Two or more persons might count as beneficial owners of the same share.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it and listed below in Item 3 (unless otherwise specified under such Item 3) in the Registration Statement.

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Securityholder

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

_____

(c) If the Selling Securityholder in Item 1(a) is an entity (e.g., a corporation, partnership, LLC, trust, etc.), provide the Full Legal Name of the natural person(s) who directly or indirectly alone or with others has power to vote or dispose of the Registrable Securities:

_____

2. Address for Notices to Selling Securityholder:

_____

_____

_____

Telephone: _____

Fax: _____

Contact Person: _____

E-mail address of Contact Person: _____

3. Beneficial Ownership of Registrable Securities:

(a) Type and Number of Registrable Securities beneficially owned:

_____

_____

_____

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

Note: If yes, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(b) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

Note: If yes, provide a narrative explanation below:

(c) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Other Securities of the Company Owned by the Selling Securityholder.

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.

6. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

7. Plan of Distribution:

The undersigned has reviewed the form of Plan of Distribution attached as Exhibit A to the Registration Rights Agreement, and hereby confirms that, except as set forth below, the information contained therein regarding the undersigned and its plan of distribution is correct and complete.

State any exceptions here:

_____

_____

****

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the effective date of any applicable Registration Statement filed pursuant to the Registration Rights Agreement.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 7 and the inclusion of such information in each Registration Statement filed pursuant to the Registration Rights Agreement and each related prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of any such Registration Statement and the related prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M. The undersigned also acknowledges that it understands that the answers to this Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the Commission pursuant to the Securities Act.

The undersigned hereby acknowledges and is advised of the following Commission interpretations regarding short selling:

"An Issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling stockholders wanted to do a short sale of common stock "against the box" and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement become effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date."

By returning this Questionnaire, the undersigned will be deemed to be aware of the foregoing interpretation.

I confirm that, to the best of my knowledge and belief, the foregoing statements (including without limitation the answers to this Questionnaire) are correct.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____ Selling Securityholder: _____

By: _____
Name:
Title:

PLEASE RETURN A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE BY OVERNIGHT MAIL OR ELECTRONIC MAIL, TO:

Integrated Surgical Systems, Inc.
Attn: Chief Financial Officer
2425 Cedar Springs Road
Dallas, Texas 75201

WITH A COPY TO

Andrew D. Hudders
Golenbock Eiseman Assor Bell & Peskeo LLP
711 3rd Ave., 17th Floor
New York, NY 10017
e-mail: ahudders@golenbock.c

Exhibit 23.1

GUMBINER SAVETT INC.
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS
Santa Monica, California

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Integrated Surgical Systems, Inc.

We hereby consent to the inclusion in this Current Report on Form 8-K of our report dated March 30, 2016, relating to the balance sheets of Integrated Surgical Systems, Inc. (the "Company") as of December 31, 2015 and 2014, and the related statements of comprehensive loss, changes in stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2015, which is incorporated by reference in the Current Report.

/s/ Gumbiner Savett Inc.

November 4, 2016
Santa Monica, California

Exhibit 23.2

GUMBINER SAVETT INC.
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS
Santa Monica, California

AWARENESS LETTER FROM GUMBINER SAVETT INC.

The Board of Directors
theMaven Network, Inc.

We have reviewed in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial statements of theMaven Network Inc. (the "Company") for the period from July 22, 2016 (inception) through September 30, 2016, and have issued our report dated November 3, 2016. As indicated in such report, because we did not perform an audit, we expressed no opinion on that information. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

We are aware that our report referred to above is included in the Current Report on Form 8-K filed by Integrated Surgical Systems, Inc. Pursuant to Rule 436(c) under the Securities Act (the "Act"), the report referred to above is not considered a part of the Current Report, and is not a report within the meaning of Sections 7 and 11 of the Act.

/s/ Gumbiner Savett Inc.

November 4, 2016
Santa Monica, California