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): **July 21, 2026**

VICARIOUS SURGICAL INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-39384**	**87-2678169**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

78 Fourth Avenue Waltham, Massachusetts	**02451**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(617) 868-1700**

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:

☐ 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))

Securities registered pursuant to Section 12(b) of the Act: None.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On July 21, 2026, Vicarious Surgical, Inc. (the "Company" or "Vicarious") held a Special Meeting of Stockholders (the "Special Meeting") at which the Company's stockholders approved the transfer of all or substantially all of the Company's assets through an assignment for the benefit of creditors subject to the Company's Board of Directors (the "Board") determining that such action was in the best interests of the Company.

On July 21, 2026, the Board (i) determined that the transfer of all or substantially all of the Company's assets through an assignment for the benefit of creditors was in the best interests of the Company, and (ii) authorized the Company to enter into a general assignment for the benefit of creditors (the "Assignment Agreement"), by and between the Company and Vicarious Liquidation, LLC, a California limited liability company (the "Assignee"), which provides for the transfer of all or substantially all of the Company's assets to the Assignee (the "Assignment"). The Company entered into the Assignment Agreement on July 21, 2026.

The foregoing description of the Assignment Agreement does not purport to be complete and is qualified in its entirety by reference to the Assignment Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information contained above in Item 1.01 relating to the Assignment Agreement and the Assignment is hereby incorporated by reference into this Item 2.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 21, 2026, each of the members of the Board (Joseph Doherty, Stephen From, Adam Sachs, Sammy Khalifa, David Ho, Victoria Carr-Brendel, and Fuad Ahmad), each provided notice of his or her decision to resign from the Board and all committees thereof, effective upon the filing of the Form 15 with the Securities and Exchange Commission (the "SEC"). The resignations were not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

On July 21, 2026, in connection with the Assignment, the Company terminated the employment of each of Stephen From, the Company's Chief Executive Officer, Adam Sachs, the Company's President, Sammy Khalifa, the Company's Chief Technology Officer, and Dr. Barry Greene, the Company's Chief Medical Officer, effective as of the close of business on July 21, 2026. Messrs. From, Sachs and Khalifa are entitled to severance benefits pursuant to employment agreements.

The Company entered into an employment agreement with Mr. From pursuant to which Mr. From is entitled to receive a severance payment equal to $672,699. In addition, his outstanding equity awards with time-based vesting will vest in full.

The Company entered into an employment agreement with Mr. Sachs pursuant to which Mr. Sachs is entitled to receive a severance payment equal to $779,190. In addition, his outstanding equity awards with time-based vesting will vest in full.

The Company entered into an employment agreement with Mr. Khalifa pursuant to which Mr. Khalifa is entitled to receive a severance payment equal to $611,261. In addition, his outstanding equity awards with time-based vesting will vest in full.

The foregoing descriptions are qualified in their entirety by reference to the applicable employment agreements, which have previously been filed with the SEC. The severance payments described above represent the executives' contractual entitlements under their respective employment agreements. The extent to which any amounts ultimately are paid will be determined in connection with the Assignment and applicable law.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On July 21, 2026, the Company held the Special Meeting. At the Special Meeting, the Company's stockholders voted on one proposal, which is described in more detail in the Company's definitive proxy statement for the Special Meeting filed with the Securities and Exchange Commission on June 22, 2026. There were an aggregate of 13,493,572 shares of Class A common stock and Class B common stock present or represented by proxy at the Special Meeting, which represented approximately 69% of the outstanding total voting power of the shares of Class A common stock and Class B common stock entitled to vote at the Special Meeting (voting together as a single class), which constituted a quorum for the transaction of business. Holders of the Company's Class A common stock were entitled to one vote for each share held as of close of business on June 10, 2026 (the "Record Date"), and holders of the Company's Class B common stock were entitled to 20 votes for each share held as of the Record Date.

The following action was taken at the Special Meeting:

1. To approve an assignment for the benefit of creditors followed by a voluntary dissolution and liquidation pursuant to a plan of dissolution, if our board of directors deems such action to be in our best interests and those of our stockholders, which approval shall include authorization for our board to abandon such assignment and dissolution.

Votes For	Votes Against	Abstentions
13,348,600	100,879	44.093

Item 8.01. Other Events.

Deregistration of Vicarious Class A Common Stock

On July 21, 2026, the Board determined to voluntarily terminate the registration of its common stock under the Securities Exchange Act of 1934, as amended. On or about July 21, 2026, the Company intends to file a Form 15 with the SEC to voluntarily effect the deregistration of its common stock. The Company is eligible to deregister by filing Form 15 because it has fewer than 300 holders of record of its common stock. Upon the filing of the Form 15, the Company's obligation to file certain reports with the SEC, including Forms 10-K, 10-Q and 8-K, will immediately be suspended. The Company expects the deregistration to become effective ninety (90) days after filing the Form 15 with the SEC.

Plan of Dissolution

On July 21, 2026, the Company's stockholders approved the voluntary dissolution and liquidation (the "Dissolution") of the Company pursuant to a plan of dissolution which was filed as Appendix A to the Company's definitive proxy statement filed with the SEC on June 22, 2026 (the "Plan of Dissolution") subject to the Board determining that such action was in the best interests of the Company.

On July 21, 2026, the Board (i) determined that the Dissolution was in the best interests of the Company; and (ii) approved the Dissolution pursuant to Plan of Dissolution. Accordingly, the Company intends to file a Certificate of Dissolution with the Delaware Secretary of State dissolving the Company on or about July 22, 2026.

The foregoing description of the Plan of Dissolution does not purport to be complete and is qualified in its entirety by reference to the Plan of Dissolution, which is included as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference.

Assignment

Under the Assignment, creditors are expected to have priority over stockholders with respect to distributions from the assigned assets, and stockholders are not expected to receive any distribution unless assets remain after satisfaction of all liabilities.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Exhibit Description
10.1	General Assignment for the Benefit of Creditors, dated July 21, 2026, by and between Vicarious Surgical, Inc. and Vicarious Liquidation, LLC
10.2	Plan of Dissolution (incorporated by reference to Appendix A of the Company's Definitive Proxy Statement filed on Schedule 14A on June 22, 2026)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VICARIOUS SURGICAL INC.

By: /s/ Stephen From

Stephen From
Chief Executive Officer

Date: July 21, 2026

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is made and entered into this 21st day of July, 2026, by and among, ***Vicarious Liquidation, LLC*** ("Assignee"), on the one hand, and ***Vicarious Surgical Inc.*** ("Assignor"), on the other hand, with reference to the following:

RECITALS

A. Assignor has its principal place of business located at 78 Fourth Avenue, Waltham, Massachusetts 02451, and Assignor's federal tax identification number is 87-2678169.

B. Assignor has determined that it is unable to pay its debts in full and that transferring title to all of its assignable assets to Assignee to be held by Assignee in trust for the benefit of Assignor's creditors is in the best interests of Assignor's creditors.

C. This General Assignment has been approved by Assignor's Board of Directors and by the requisite vote of stockholders.

AGREEMENT

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, hereby makes the following general assignment to Assignee for the benefit of Assignor's creditors under the following terms and conditions, all of which terms and conditions are agreed to by Assignor and Assignee:

1. Assignment of Assets. Subject to Sections 1.1 and 1.2 below, Assignor hereby grants, assigns and transfers to Assignee, in trust, for the benefit of Assignor's creditors, all of Assignor's assignable property and assets of every kind and nature, whether real or personal property assets, wherever situated or located, and that are not exempt from the enforcement of a money judgment, including, without limitation, all inventory, accounts receivable, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, general intangibles, real estate, intellectual property, interests in other legal entities, deposits, books, records, cash, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature, whether owned by Assignor or in which each Assignor has an interest (the "Assignment Estate"). While this Assignment effectuates the transfer of legal title and possession of all of Assignor's assignable assets to Assignee to become property of the Assignment Estate, this Assignment constitutes a transfer of only those assets that can be transferred legally and does not constitute a transfer of property that is illegal to transfer or contractually not authorized to be transferred.

1.1 Exclusion of Contracts and Leases. Assignor's contracts and leases, whether involving personal property or real property, are not being assigned by Assignor pursuant to this General Assignment and are not included in the Assignment Estate, and Assignee is not assuming any liability under any such contracts or leases, unless any such assignment is permitted by any such contract or lease or consented to by the counter-party to any such contract or lease and such assignment occurs through a separate written document signed by Assignor (or by Assignee through its Power of Attorney herein) and Assignee in Assignee's sole and absolute discretion. Assignor hereby appoints Assignee as its attorney-in-fact to enable Assignee to effectuate any such assignment of any such contract or lease to Assignee, if Assignee concludes that accepting any such assignment is in the best interests of the Assignment Estate. Assignor hereby further appoints Assignee as its attorney-in-fact to enable Assignee to terminate any such contract or lease if Assignee concludes that terminating such contract or lease is in the best interests of the Assignment Estate

1.2 Employee Benefit Plan Exclusion and No Employment of Employees. Any employee benefit plan of Assignor (which includes any related employee trust fund), including, without limitation, any ERISA- qualified plan or other similar employee plan, is not being assumed by Assignee or assigned to Assignee and is not being included in the Assignment Estate. Assignee shall not be or be deemed to be an administrator under any such employee benefit plan, nor shall Assignee be deemed to have assumed or to have any role in, or responsibility for, the termination of any such employee benefit plan. Assignee shall not be deemed to have hired or employed any of Assignor's employees, contractors, representatives or agents nor has Assignee assumed any responsibility for any such employees, contractors, representatives or agents of Assignor or for the termination of any such employees, contractors, representatives or agents of Assignor. Any employment or other business relationship between Assignee and any such employee, contractor, representative or agent of Assignor could only occur and be effective through the joint execution of a written agreement entered into by Assignee and any such employee, contractor, representative or agent of Assignor.

2. Real Property. This Assignment constitutes a grant deed to all real property and interests in real property owned by Assignor (not including any real property leases and leasehold interests which are expressly excluded from the Assignment Estate as provided in Section 1.1 above). Assignor hereby appoints Assignee as its attorney-in-fact for any and all matters concerning any such real property interest, including, but not limited to, the sale, transfer or other disposition of any such real property interest.

3. Delivery of Documents, Endorsements and Mail Delivery. Concurrently with the execution of this Assignment or as soon thereafter as possible, Assignor agrees to deliver to Assignee all of Assignor's books and records, and to execute and deliver all additional documents of Assignor requested by Assignee, in order to complete the transfer of all of Assignor's assets to Assignee as intended by this Assignment. Following the execution of this Assignment, neither Assignor nor any representative or agent of Assignor, shall execute any further documents without Assignee's prior written consent. Assignee is hereby authorized to execute all documents, endorsements and demands requiring the signature of Assignor, in the name of Assignor, including on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of, Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, owing to or in the name of Assignor. Assignee is authorized to direct that all mail of Assignor be delivered to Assignee as directed by Assignee, with all such mail to be deemed to be property of the Assignment Estate.

4. Assignee's Disposition of Assets of the Assignment Estate. Assignee, in its discretion, shall attempt to sell, liquidate and dispose of all assets that become property of the Assignment Estate upon such terms and conditions as Assignee deems, in Assignee's sole and absolute discretion, to be in the best interests of the Assignment Estate, whether in a public or private sale, auction or otherwise. Assignee shall have the right to employ other agents, representatives or professionals to assist Assignee in the performance of Assignee's duties hereunder, including, solely by way of example only, sales agents, field agents, brokers, auctioneers, attorneys, accountants, etc. Assignee will not continue with any of Assignor's business operations unless Assignee agrees to do so in writing upon terms acceptable to Assignee, in Assignee's sole and absolute discretion. Assignee shall not be liable in any manner in connection with the performance of its duties and obligations hereunder except in the event of Assignee's willful misconduct or violation of law. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the benefit of Assignor's creditors. Assignee shall administer the Assignment Estate to the best of its ability and it is expressly understood that Assignee, and its agents, employees and representatives, shall be responsible solely for reasonable care and diligence in the administration of the Assignment Estate. Assignee shall not be liable for any act or thing done by Assignee, its agents, employees or representatives performed in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor or any agent, employee or other representative of Assignor, whether incurred before or after the date of this Assignment.

5. Compensation of Assignee. Assignee shall be compensated in accordance with the terms of any Compensation Agreement entered into between Assignor and Assignee, with such compensation to be funded from cash in the Assignment Estate, from proceeds from the sale or other disposition of assets of the Assignment Estate, or otherwise. Assignee shall also be authorized to pay from funds in the Assignment Estate the fees and costs owing by Assignee to any agents, representatives or professionals employed by Assignee.

6. Powers and Duties of Assignee. Assignee may settle or compromise any claims in Assignee's sole and absolute discretion, and pay or otherwise satisfy any secured or priority debt existing against the Assignment Estate. Assignee has the right, power and standing to open any bank accounts in the name of Assignee and deposit and maintain funds of the Assignment Estate in any such accounts. Assignee has the right, power and standing to borrow money on behalf of the Assignment Estate and to pledge, secure or hypothecate any assets of the Assignment Estate as Assignee deems appropriate. Assignee has the obligation, to effectuate the dissolution of Assignor in accordance with applicable law. Assignee will be responsible for, with assistance from the Assignor, the preparation and filing of any state, county, local or federal tax returns of Assignor. To the extent reasonably possible, Assignee shall cooperate with Assignor and its owners and representatives with information, documents, or books and records related to Assignor or any subsidiaries to enable them to prepare Assignor's tax returns. Any act or action done or taken by Assignee shall bind the Assignment Estate and Assignee only in its capacity as Assignee for the benefit of creditors. No owner, member, agent or representative of Assignee shall have any personal liability for any action taken in their capacity as a representative of Assignee and/or the Assignment Estate, and all such owners, members, agents and representatives of Assignee shall be fully indemnified by the Assignment Estate for any liability incurred by them, including for any fees (including attorneys' fees) and costs. Assignee shall have the right to institute and prosecute legal proceedings or actions in the name of Assignor, the same as if Assignor had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized to defend against any action instituted against Assignor and to appear on behalf of Assignor in any proceedings (legal or otherwise) in which Assignor is a party but that would be done at Assignee's sole and absolute discretion as Assignee shall not be obligated to defend against any action institute against Assignor.

7. Power of Attorney. Assignor hereby appoints Assignee as its attorney-in-fact and hereby grants to Assignee an irrevocable general power of attorney, coupled with an interest, for all purposes and includes the right of Assignee to execute all documents of any nature whatsoever in the place of Assignor including, but not limited to, to transfer or assign any of Assignor's patents, patent applications and other intellectual property, leases, contracts, licenses and any other assets, by the execution of assignment agreements and, where appropriate, through filings with the U.S. patent and trademark office and other U.S. and foreign filing offices. Assignor hereby grants to Assignee the full power of attorney to act for Assignor, including in the name of Assignor, in connection with any proceeding instituted against Assignor under title 11 of the United States Code, Sections 101 et seq. (the "Bankruptcy Code"), including the right to defend against or to oppose any involuntary bankruptcy petition commenced against Assignor under chapter 7 or chapter 11 of the Bankruptcy Code. Assignor hereby grants to Assignee the full power of attorney to prosecute in the name of Assignor or Assignee or to make any claim for any tax refund, insurance refund or any other refund or monies owing to Assignor or the Assignment Estate. Assignor hereby grants to Assignee the full power of attorney to sign checks on behalf of or in the name of Assignor and to cash, deposit or endorse any such checks in the name of Assignor or in the name of Assignee as the Assignee deems appropriate.

8. Representations and Warranties of Assignor to Assignee. Assignor hereby represents and warrant to Assignee that as of the date of this Assignment:

(a) Assignor has all requisite power and authority to enter into this Assignment and to perform all of Assignor's obligations under this Assignment.

(b) This Assignment constitutes the legal and binding obligation of Assignor enforceable against Assignor in accordance with all of the terms of this Assignment.

9. Definition of Transaction. Assignor understands and agrees that this Assignment is a "general assignment for the benefit of creditors" Pursuant to this Assignment, Assignor assigns to Assignee all of Assignor's right, title and interest in and to all assignable assets, wherever located, except as otherwise expressly provided herein or prohibited by applicable law, to be administered and liquidated by Assignee for the benefit of Assignor's creditors in accordance with the terms of this Assignment and applicable law.

10. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as the Assignee in connection with this Assignment and no member, officer, agent, employee or representative of Assignee is serving as Assignee in their individual capacity. As a result, Assignor expressly agrees that neither Assignee nor any member, officer, agent, employee or representative of Assignee shall be subject to any personal liability whatsoever to any creditor of Assignor or to any other party. In furtherance thereof:

a) Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment or as otherwise required by law, and no implied covenants, duties or other obligations shall be read into this Assignment. Assignee may conclusively rely upon the truth, accuracy and completeness of all statements made by Assignor and all documents signed by Assignor or presented by Assignor to Assignee. Assignee shall not be liable for any error of judgment made in good faith, and neither Assignee nor the Assignment Estate shall be liable for any action taken or omitted to be taken by Assignee made in good faith or upon the advice of counsel or other professional employed by Assignee.

b) The Assignment Estate shall defend, indemnify and hold Assignee and all of its past and present officers, members, managers, directors, agents, employees, counsel, representatives, successors and assigns (collectively, "Assignment Estate Representatives") harmless from and against any and all Indemnified Claims (defined below).

c) The foregoing indemnification provisions shall survive any termination of this Assignment.

d) For purposes hereof, “Indemnified Claims” means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, the fees and expenses of attorneys and all other professionals, consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Assignment Estate Representatives at any time and from time to time, because of, resulting from, in connection with, or arising out of this Assignment, the transactions contemplated hereby, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the Assignment Estate through any cause whatsoever, any act performed or omitted to be performed under this Assignment, the transactions contemplated hereby, or any breach by Assignor or Assignee, as applicable, of any representation, warranty, covenant, agreement or condition contained herein.

11. Entire Agreement. This Assignment supersedes all prior written or oral discussions and agreements between Assignor and Assignee or any other parties with respect to the subject matter hereof and contains the sole and entire agreement between Assignor and Assignee with respect to the subject matters contained in or addressed by this Assignment or any other matter related thereto.

12. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

13. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Assignor or Assignee under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable from this Assignment, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts applicable to a contract executed and performed in the Commonwealth of Massachusetts, without giving effect to the conflicts of laws principles thereof.

15. Interpretation of this Assignment. Both Assignor and Assignee participated in the drafting of this Assignment, negotiated the terms of this Assignment, and approved all of the terms of this Assignment. This Assignment shall therefore not be construed more strictly against Assignor or Assignee.

16. Specific Performance. Both Assignor and Assignee acknowledge and agree that payment of monetary damages may not be possible and, even if payable, may not adequately compensate the other party for a breach of this Assignment. As a result, each party shall be entitled to seek and to obtain specific performance under this Assignment as their sole or partial remedy.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures to this Assignment transmitted by facsimile or electronically (by pdf or otherwise) shall have the same force and effect as original signatures.

ASSIGNOR: Vicarious Surgical Inc.

/s/ Stephen From
By: Stephen From
Its: Chief Executive Officer

ASSIGNEE: Vicarious Liquidation, LLC

/s/ Molly Froschauer
By: Molly Froschauer
Its: Manager