

RECO

08-13-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

US 1060-1061/98

①

MRD 8-13-98

Tab settings ⇌ ⇌ ⇌ ▼



100755436

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20540  
Send original documents or copy thereof

1. Name of conveying party(ies):

Mordhay BARKAN

Additional name(s) of conveying part(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: Sept. 15, 1996

2. Name and address of receiving part(ies):

Name: Knockagh International Ltd.

Internal Address: \_\_\_\_\_

Street Address: 8 Rue Toepffer

1206 Geneva, Switzerland

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

08/626,571 - Filed: April 2, 1996  
08/916,438 - Filed: August 22, 1997

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DINESH AGARWAL, ESQUIRE

Internal Address: \_\_\_\_\_

LAW OFFICES OF DINESH AGARWAL

Street Address: 5350 Shawnee Road

Suite 330

City: Alexandria State: VA ZIP: 22312

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): ..... \$ 200.00

☒ Enclosed (80.00+120.00 for Expedited Recordation)

☐ Authorized to be charged to deposit account

8. Deposit account number: (DEFICIENCIES ONLY)

01-0433

(Attach duplicate copy of this page if paying by deposit account)

08/13/1998 VBROWN 00000003 08626571

01 FC:581 80.00 OP  
02 FC:584 120.00 OP

581-80  
584 20 E

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dinesh Agarwal, Reg. No. 31,809

Name of Person Signing

Signature

August 13, 1998

Date

Total number of pages comprising cover sheet: 6

DAVID L. SHENHAV  
ADVOCATE  
BARRISTER-AT-LAW

דוד ל שנהב

דוד ל

**THIS AGREEMENT** made and signed this 15th day of September 1996

**BETWEEN:** Mordhay Barkan of the City of Pretach Tikva, the Bearer of Israel  
Identity Card Number 001949007  
(hereinafter referred to as "The  
Inventor")

of the First Part

**AND:** Knockagh International Ltd., a corporation, incorporated pursuant to  
the laws of British Virgin Islands,  
(hereinafter referred to as "KI")  
of the Second Part

**WHEREAS:** The Inventor is the sole inventor and owner of the Technology,  
which relates to automatic safe public communication systems and  
more particularly to such systems which include means for secure  
distribution of the encryption key and the communications  
parameters (hereinafter referred to as "The Technology");

**AND WHEREAS:** The Inventor has agreed to transfer all his right title and interest in  
and to the Technology as hereinbefore and hereinafter defined to KI.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** That in consideration of the  
mutual covenants and agreements herein contained, now paid by each Party to the other  
and for other good and valuable consideration (the receipt and sufficiency whereof being  
hereby by each acknowledged) the Parties do hereby covenant and agree as follows:

1. (a) The recitals contained in the preamble hereof are true in substance and in  
fact and form an integral and operative part of this Agreement.
- (b) The schedules hereunto annexed form an integral part of this agreement.
2. (a) The Inventor hereby transfers all his rights title, interest and ownership,  
free and clear of any liens, encumbrances and any interest of  
any third party to the Technology to KI.
- (b) The term "Technology" as herein used, shall be deemed to mean as defined  
in the first recital hereof and shall also include all further technological  
developments emanating from research and development activities  
pertaining or relating to the Technology and the examples of application as  
set forth in Schedule "A".
3. The Inventor hereby transfers all his rights title interest and ownership to all  
patent applications and patents registered in his name to KI and  
furthermore hereby transfers all past, present and future patents relating to,  
arising from or pertaining to the Technology.

M.B.

12A Keren Kayemet Street, Jerusalem 92428 ■ Tel. 02-6222094 ■ Fax. 02-6222259

Received Time

Jun. 26. 11:29PM

Print Time

Jun. 26. 01:00PM

PATENT

REEL: 9224 FRAME: 0473

4. The Inventor hereby covenants and warrants that he is the sole and exclusive owner of The Technology, as herein defined, and of all the proprietary rights to the patents pending as set forth in Schedule "B".
5. Any notice hereunder shall be in writing and will be given by delivery in person or by prepaid registered mail or by commercial overnight carrier or by facsimile transmission (with telephone confirmation of receipt), as follows:

- a) if to the Inventor, To  
Mr. Mordhay Barkan  
The Tower, 77 Orlov st.,  
Petach-Tikva 49342, Israel  
Tel no. - 972-3-931-3446  
Fax no. - 972-3-931-3449
- b) if to KI, To  
Knockagh International Ltd.  
8 Rue Toepffer  
1206 Geneva, Switzerland  
Attention: Mr. Otto Altschuler  
Tel no. - 022-346-4258  
Fax no. - 022-346-6151

Any such notice will be considered to be given, on the date of delivery in person, on the fifth day after mailing by prepaid registered mail, on the first business day following delivery to a commercial overnight carrier or on the day of facsimile transmission, provided that the giver of the notice obtains telephone confirmation of receipt.

6. Reference in this Agreement to the Parties shall be deemed to include their successors and assigns and this Agreement will be binding upon and to the benefit of the parties hereto and their successors and assigns.

M.B.

DAVID L. SHENHAV. ADVOCATE, BARRISTER-AT-LAW

דוד ל. שנהב, עורך דין

Received Time Jun. 26. 1:29PM

PATENT  
Print Time Jun. 26. 3:00PM  
REEL: 9224 FRAME: 0474

IN WITNESS THEREOF, the parties have executed this Agreement on the 15th day of September, 1997.

On Behalf of the Inventor

M. Barkan  
Mr. Mordhay Barkan

[Signature]  
Witness

On Behalf of KI

Mr. Otto Altschuler

Witness

DAVID L. SHENHAV, ADVOCATE, BARRISTER-AT-LAW

דוד ל. שנהב, עורך דין

Received Time Jun. 26. 1:20PM PATENT.  
REEL: 9224 FRAME: 0475

**SCHEDULE "A"****Examples of applications**

- \* Automated registered e-mail (signed upon receipt of secure e-mail)
- \* Applications-level security exchange (with firewalls)
- \* Private Certification Authorities for Intranets and private virtual communities
- \* Secure Internet telephony
- \* Firewall security software
- \* Private user authenticated applications
- \* Specialized applications (e.g. e-mail directories)
- \* Hardware devices needing secure communications (e.g. cellular telephones)

M.B.

DAVID L. SHENHAV, ADVOCATE, BARRISTER-AT-LAW

דוד ל. שנהב, עורך דין

Received Time Jun. 26. 1:29PM

PATENT  
Print Time Jun. 26. 3:59PM  
REEL: 9224 FRAME: 0476

**IDEMNIFICATION and GUARANTEE**

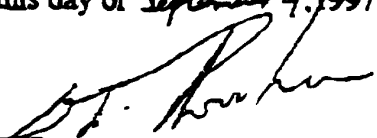
**WHEREAS:** by an Agreement dated the 31st day of October, 1996, the Instant Publisher Inc. (now named Diversinet Corp.) purchased certain technology from Knockagh International Ltd., all in accordance with the terms, provisions and covenants of the aforesaid Agreement:

**AND WHEREAS:** Mordhay Barkan has agreed to guarantee the covenants of Knockagh International Ltd. contained in the aforesaid Agreement and indemnify diversinet Corp. as to the aforesaid covenants.

**NOW THEREFORE,** I, Mordhay Barkan, the undersigned, the bearer of Israel Identity Card Number 001949007, hereby covenant agree and undertake as follows:

1. I hereby irrevocably guarantee all of the covenants of Knockagh International Ltd. contained in the aforesaid Agreement.
2. I hereby agree to indemnify and save Diversinet Corp. against all loss, damages, costs or expenses which Diversinet Corp. may hereafter incur, suffer or be required to pay by reason of the non-performance of each and every of the covenants and undertakings of Knockagh International Ltd. contained in the aforesaid Agreement. Without limiting the generality of the foregoing to specifically include all legal costs including the fees of all lawyers and patent attorneys.

**IN WITNESS WHEREOFF** I have signed this Idemnification and guarantee at the city of Jerusalem, Israel this day of *September 4*, 1997.

  
Witness: Adv. David L. Shenhav,  
12 A Keren Kayemet st.,  
Jerusalem, Israel

  
Mordhay Barkan