

06-02-1999

PATENTS ONLY



5.28.99

101055045

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Amir D. Loshakove
Oren Globerman
Mordechai Beyar
Rafael Beyar
Ofar Dor

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

3. Nature of conveyance:

- (1) ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
(2) ☒ Other Employment Agreement and Noncompete/Confidentiality Agreement (with English Translation)

Execution Date: (1) 04/12/99; 04/12/99; 04/12/99;
04/28/99; respectively.
(2) 02/02/96

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

Name: Medtronic, Inc.

Street Address: 7000 Central Avenue N.E.

City: Minneapolis State: MN ZIP: 55432

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).
Serial No.: 08/697,989
Filed: 3 September 1996
Title: RADIOPAQUE STENT MARKERS

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: Victoria A. Sandberg
Address: MUETING, RAASCH & GEBHARDT, P.A.
P.O. Box 581415
Minneapolis, MN 55458-1415

06/02/1999 ISHABAZZ 00000033 134895 08697989

06/02/1999 120.00 CH 80.00 OF

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 80.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to Deposit account number: 13-4895

DO NOT USE THIS SPACE

9. Statement and signature.

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

Victoria A. Sandberg/Reg. No. 41,287
Name of Person Signing

Victoria A. Sandberg
Signature

25 May 1999
Date

Total number of pages including cover sheet, attachments, and document(s): 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

PATENT
REEL: 009982 FRAME: 0831

ASSIGNMENT

WHEREAS, WE, Ofer Dor, Amir D. Loshakove, Oren Globberman, Mordechay Beyar, and Rafael Beyar are the inventors of RADIOPAQUE STENT MARKERS for which we have executed an application for filing in the United States Patent and Trademark Office preparatory to obtaining Letters Patent of the United States on 3 September 1996, therefor; and

WHEREAS, MEDTRONIC, INC. a corporation organized and existing under the laws of the State of Minnesota and having a principal place of business at 7000 Central Avenue N.E., Minneapolis, Minnesota 55432 hereinafter referred to as "Corporation," is desirous of acquiring the entire right, title and interest in and to said invention for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto Corporation, its successors and assigns, the entire right, title and interest in and to said invention and the entire right, title and interest in and to any and all Letters Patent of the United States and any foreign countries which may be granted therefor including my rights under the International Convention for the Protection of Industrial Property, and in and to any and all extensions, divisions or reissues of said Letters Patent that may be granted, the same to be held and enjoyed by Corporation for its own use and behoof and use and behoof of its successors and assigns to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made;

AND, for the consideration aforesaid, I materially represent to Corporation, its successors and assigns, that at the time of the execution and delivery of these presents, I am the sole lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above mentioned, and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, I hereby individually covenant and agree to and with Corporation, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue of extension of said Letters Patent is lawful and desirable, I, or my executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to Corporation, its successors or assigns, but at Corporation's expense.

I hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand on this 28 day of APRIL, 1999.

Signature: _____
Printed Name: **Ofer DOR**

STATE OF

ISRAEL

ss.

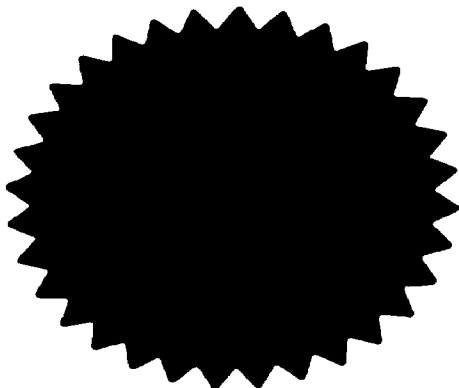
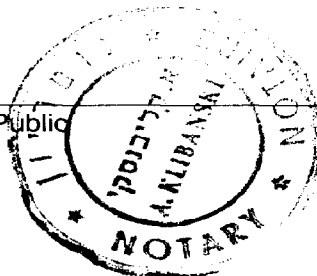
COUNTY OF

HAIFA

On this 28 day of APRIL, 1999, before me personally appeared **Ofer DOR**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Notary Public



I hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.

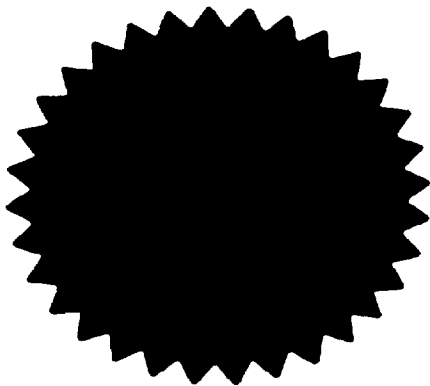
IN WITNESS WHEREOF, I have hereunto set my hand on this 12 day of APRIL, 1999.

Signature: *[Signature]*
Printed Name: **Amir D. LOSHAKOVE**

STATE OF ISRAEL
COUNTY OF HERZELIYA ss.

On this 12 day of APRIL, 1999, before me personally appeared **Amir D. LOSHAKOVE**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



[Signature]
Notary Public

I hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand on this 12 day of APRIL, 1999.

Signature: _____

Printed Name: **Oren GLOBERMAN**

STATE OF

ISRAEL

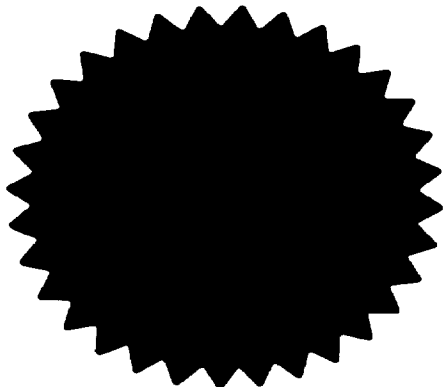
ss.

COUNTY OF

HERZELIA

On this 12 day of APRIL, 1999, before me personally appeared **Oren GLOBERMAN**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



E. K. Bihary
Notary Public

I hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand on this 12 day of APRIL, 1999.

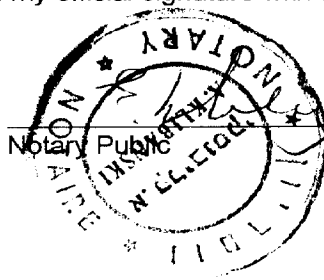
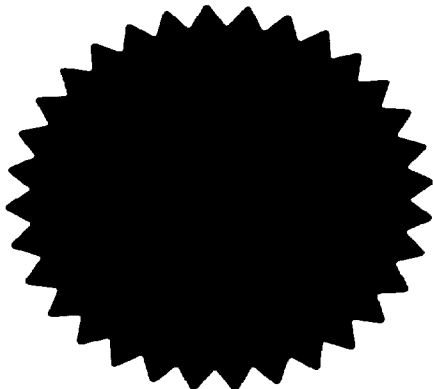
Signature: 

Printed Name: Mordechay BEYAR

STATE OF ISRAEL
COUNTY OF HERZLIYA ss.

On this 12 day of APRIL, 1999, before me personally appeared Mordechay BEYAR, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



I hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.

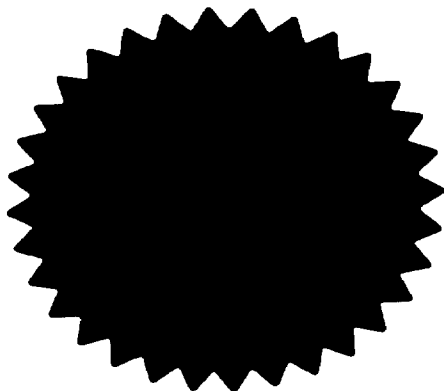
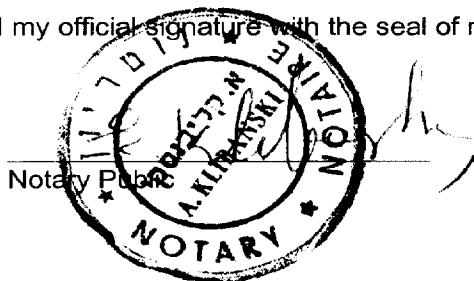
IN WITNESS WHEREOF, I have hereunto set my hand on this 28 day of APRIL, 1999.

Signature: R. Beyar
Printed Name: **Rafael BEYAR**

STATE OF ISRAEL
COUNTY OF HAIFA SS.

On this 28 day of APRIL, 1999, before me personally appeared **Rafael BEYAR**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



Employment Agreement

אינסטנט ישראל בע"מ

חברת

דנק פאון

719 800

020218/80

טופס קבלת עובד

1. שם העובד 13 > 16

2. תאריך תחילת העבודה 12/2/96

3. תנאי שכר:

ברוטו בש"ח

נטו בש"ח

5 נסואו דגסו דגסו
כח דגס

א. משכורת יסוד - עובד חודשי
- עובד לפי שעות

ב. נסיעות

ג. תעריף מיוחד לשעות נוספות

ד. אחר - פרם:

4. תנאים נלווים

א. קופות גמל/ ביטוח מנהלים ☒ כן ☒ לא

ב. קרן השתלמות: ☒ כן ☒ לא

השתתפות המעביד - ☐ 5% ☐ 7.5%

מס' ימי חופש בשנה - ☒ לפי חוק ימי חופשה
☐ אחר - פרם מס' ימים לשנה

חתימת המנהל: 16/2/96 תאריך: 16/2/96

Non-Compete *confidentiality*
הסכם סודיות ואי תחרות

אני החתום מטה, נושא ת.ז. 235/42/9 מרחוב פז/26, מצהיר, מאשר ומתחייב בזו כדלקמן:

שמירת סודיות ומסירת אינפורמציה

לשמור בסוד ולא לגלות, להראות או למסור, גם לאחר סיום העסקתי בחברת אינסטנט ישראל בע"מ (להלן - "החברה"), לשום אדם או גוף, סודות מסחריים או אחרים של החברה, או אינפורמציה הנוגעת לחברה, או הקשורה במישרין או בעקיפין בחברה, רכוש, עסקיה וענייניה, ספקיה, האנשים או הגופים הקשורים או הבאים עמה במגע, לרבות, אך מבלי לגרוע מכלליות האמור לעיל, אינפורמציה הנוגעת לשיטות, תהליכי מחקר או ייצור, נוסחאות, תרכובות, אמצאות, פיתוחים, שכלולים, חידושים, מכונות, דגמים, התקנים, סרטים מגנטיים, תוכנות, אינפורמציה האצורה במחשבים, אמצעי אגירת מידע, דיסקטים, שרטוטים, תכניות, תרשומות, מפרטים, דוחות, מחירים, תחשיבים, עמלות, תנאי העבודה השוררים בחברה או תנאי הסכמים אחרים שהחברה קשורה בהם ומסמכים של החברה - וזאת בין שהסודות, האינפורמציה, הסרטים המגנטיים, התוכנות, אמצעי אגירת המידע, הדיסקטים, השרטוטים, התכניות, התרשומות, המפרטים, הדוחות, התחשיבים והמסמכים האחרים האמורים הגיעו לידיעתי כתוצאה מהעסקתי על ידי החברה ובין שהגיעו לידיעתי בכל אופן אחר שהוא; הנני מאשר בזו כי כל סודות, אינפורמציה, סרטים מגנטיים, תוכנות, אמצעי אגירת מידע, דיסקטים, תכניות, מפרטים, שרטוטים, תרשומות ודוחות ומסמכים אחרים, כאמור לעיל, הינם רכוש הבלעדי של החברה וכי אין לי ולא יחיו לי כל תביעות משום סוג שהוא לגביהם או כנובע מהם, וכי לא אעשה בהם שימוש, בין עבור אחרים, גם לאחר תום העסקתי בחברה.

אי-תחרות

(א) לא לעסוק, בין בישראל ובין מחוץ לישראל, בין במישרין ובין בעקיפין, בין בעצמי ובין באמצעות אדם אחר, או חבר בני-אדם, בעסק, משרה, עבודה או עיסוק אחר כלשהו, המתחרה בעסקיה של החברה, לרבות עיסוק כיועץ, כעובד, כדירקטור, כבעל מגיות, כשותף, כסוכן, או כנציג, וזאת במשך תקופה של 24 (עשרים וארבעה) חודשים מיום סיום העסקתי בחברה.

(ב) לא לפנות בין במישרין ובין בעקיפין, בין בעצמי ובין באמצעות אדם אחר, או חבר בני-אדם, ללקוחות החברה, לעובדיה ולספקיה, לצורך ניחול, יסוד, שיתוף, או הפעלה של עסק, משרה, עבודה או עיסוק אחר כלשהו המתחרה כאמור בעסקיה של החברה.

ולראיה באתי על החתום היום 20 לחודש 2 שנת 1996

העובד

נחתם בנוכחותי: א"א

Instant Israel Ltd.**Employment Contract**

We hereby certify that this is a
true and correct translation
according to our knowledge.

on May 25, 1999

BETMAR LANGUAGES

Signed [Signature]

[in handwriting:] Ofer Dor, Bank Leumi Branch 719, 020218/80

1. Employee name: Ofer Dor

2. Began work on: 02/13/96

3. Salary terms:

Net in NIS**Gross in NIS**

A. Base salary -
employed on a monthly basis
~~employed on an hourly basis~~

[in handwriting:]
5 net or 7 gross,
whichever is higher,
including everything
Discuss salary in
another 3 months!

B. Travel

C. Special overtime rate

D. Other - kindly specify:

4. Ancillary benefits:

A. Contingency fund / managers' insurance yes ☐ ☒ no

B. Advanced study fund: yes ☐ ☒ no

C. Employer participation: 5% ☐
7.5% ☐

No. of vacation days per year: ☒ According to vacation regulations
☐ Other - state no. of vacation days per year

Manager's signature: _____ [-]

Date: 02/16/96

Confidentiality and Non-Competition Agreement

I, the undersigned, identification number 23514219 of Tabenkin Street, hereby declare, confirm and undertake as follows:

Confidentiality and disclosure of information

To keep confidential and not to divulge, show or hand over, even following termination of my employment by the company Instant Israel Ltd. (hereinafter: the "Company") to any person or entity, trade or other secrets of the Company, or information pertaining to the Company, or linked directly or indirectly to the Company, its property, its business and affairs, its customers, its suppliers, persons or entities connected thereto or coming in contact therewith, including, but without derogating from the generality of the foregoing, information relating to the methods, research or production processes, formulas, compounds, inventions, developments, enhancements, innovations, machines, models, standards, magnetic tapes, software, information stored in computers, information storage means, diskettes, drawings, plans, memoranda, specifications, reports, prices, calculations, commissions, work conditions prevailing in the Company, or conditions of other agreements by which the Company is bound, and Company documents - whether the secrets, information, magnetic tapes, software, information stored in computers, information storage means, diskettes, drawings, plans, memoranda, specifications, reports, calculations and other said documents reached my knowledge as the result of my employment by the Company or whether they reached my knowledge by any other manner whatsoever; I hereby confirm that any secrets, information, magnetic tapes, software, information storage means, diskettes, plans, specifications, drawings, memoranda and reports and other documents, as indicated hereinabove, are the exclusive property of the Company and that I have and shall have no claims of any kind whatsoever in their regard or in connection therewith, and that I shall not make use thereof, even for others, even after the termination of my employment by the Company.

Non-Competition

- (a) Not to engage, either within or outside Israel, either directly or indirectly, either by myself or through another person, or a group of other persons, in a business, job, work, or any other employment whatsoever that competes with the business of the Company, including employment as a consultant, employee, director, or as a shareholder, partner, agent or representative, for a period of 24 (twenty-four) months from the date of termination of my employment by the Company.
- (b) Not to apply, either directly or indirectly, either by myself or through another person, or a group of other persons, to customers, employees and suppliers of the Company, for the purpose of managing, founding, being a partner in, or being active in a business, position, job or any other employment whatsoever that competes as indicated hereinabove with the business of the Company.

In witness whereof I have affixed my signature
on the 20th day of the month of February in the year 1996.

Employee: [-]

Signed in the presence of: [-]

We hereby certify that this is a
true and correct translation
according to our knowledge.

on MAY 25, 1999
BETMAR LANGUAGES

Signed Bruno Guéhen

PATENT

RECORDED: 05/28/1999

REEL: 009982 FRAME: 0841