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## 12-07-1999

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To the Honorable Commissioner of Patents and Trademarks: P

Name of conveying party(ies):

Dan RAPHAELI and Avner MATMOR

Additional name(s) of conveying party(ies) attached? [] Yes [] No

3. Nature of conveyance:

[X] Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: October 15, 1999 and October 15, 1999

[]

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

Itran Communications Ltd. Name:

15 Yehoshua Hatzoref St.

P.O. Box 844

Beer Sheva 84106, ISRAEL

Additional name(s) & address(es) attached? [] Yes

II 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: November 14, 1999 and October 15, 1999

A. Patent Application No.(s)

B. Patent

9/2abel No. 75 9 5 8 6 2 6 8 7

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1

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PATENT

REEL: 010416 FRAME: 0446

#### ASSIGNMENT

#### WHEREAS, WE,

Inventor Name	Address	Nationality
Dan Raphaeli	19 Halamed Hei St., Kfar Saba 44394, Israel	Israel
Avner Matmor	11 Haela St., Omer, Israel	Israel

hereinafter called 'Assignors', have made certain inventions in

# A CODE SHIFT KEYING TRANSMITTER FOR USE IN A SPREAD SPECTRUM COMMUNICATIONS SYSTEM

described in an application for Letters Patent filed herewith by us, and WHEREAS,

Itran Communications Ltd.
15 Yehoshua Hatzoref St.
PO Box 844
Beer Sheva 84106
Israel

an Israeli corporation, hereinafter called 'Assignee', is desirous of securing an undivided One Hundred Percent (100%) of the entire right, title and interest in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be granted on any of them;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, an undivided One Hundred Percent (100%) of the entire right, title and interest throughout the world in and to the said inventions, applications, Letters Patent, when granted, and in and to any divisions, continuations, continuations-in-part, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns what whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise of, or any other proceeding or action in connection with said application or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation, continuation-in-part or extension of said Letters Patent is lawful and desirable, we will

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PATENT REEL: 010416 FRAME: 0447 sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the reissue of continuation, continuation-in-part or extension of same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest in and to any and all Letters Patent for said inventions which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such applications, and where said applications may be filed by other than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successor, assigns or nominees, but at its or their expense.

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Dan I	Raphaeli		
)C			
Avne	r Matmor		

RECORDED: 11/30/1999

Witnessed By: X Oven Kanfman Date: Date: Dot 15, 1939

Witnessed By: X 74Rio KVIMER MAN Date: Dot 15, 1939