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To the Honorable Commissioner of Patents

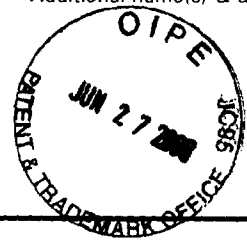
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original documents or copy thereof.

1. Name of conveying party(ies):  
Tuvia Barlev, Arkady Molev Shtayman, Amir Kanchuk,  
Gilad Rozen, Ishai Ilani, Ofer Sharon and Robert Shilton  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: ACTELIS NETWORKS INC.  
1301 Marina Village Parkway  
Suite 320  
Alameda, CA 94501 U.S.A.  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
Execution Date: Barlev, Shtayman, - May 25, 2000  
Kanchuk, Rozen, Ilani, Sharon and Shilton - June 19, 2000



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)  
09/510,550 filed February 22, 2000  
Additional numbers attached?  Yes  No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Darby & Darby P.C.  
Street Address: 805 Third Avenue, 27th Floor  
City: New York State: New York Zip: 10022-7513

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41):.....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

06/29/2000 GTEFFERA 00000035 09510550  
05 FC:581 40.00 DP

8. Deposit account number:  
04-0100  
(Attach duplicate copy of this page if paying by deposit account)

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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.*

S. PETER LUDWIG  
Name of Person Signing

Signature

June 22, 2000  
Date

Total number of pages including cover sheet, attachments, and document:

4

**ASSIGNMENT**

WHEREAS, WE,

<u>Inventor Name</u>	<u>Address</u>	<u>Nationality</u>
Tuvia Barlev	56 Keshet St., Rosh HaAyin, Israel	Israel
Arkady Molev Shtayman	5B David Hamelech St., Bnai Brak, Israel	Israel
Amir Kanchuk	7 Haetzel St., Ramat Gan, Israel	Israel
Gilad Rozen	35 Hahagana St., Herzelia, Israel	Israel
Ishai Ilani	Dolev DN, Modiin, Israel	Israel
Ofer Sharon	34 Hatizmoret St., Rishon Letzion, Israel	Israel
Robert Shilton	126 Hahagana St., Ra'anana, Israel	Israel

hereinafter called 'Assignors', have made certain inventions in

**HIGH SPEED ACCESS SYSTEM OVER COPPER CABLE PLANT**

described in an application for Letters Patent filed by us on February 22, 2000 as United States Application Number 09/510,550, and

WHEREAS,

Actelis Networks Inc.  
1301 Marina Village Pkwy  
Suite 320  
Alameda CA 94501

a Delaware 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.

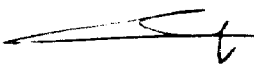
For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns what whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise of, or any other proceeding or action in connection with said application or inventions, including

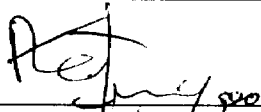


interference proceedings, is lawful and desirable, or that a reissue or continuation, continuation-in-part or extension of said Letters Patent is lawful and desirable, we will sign all lawful papers and drawings, execute all divisional, continuation, reissue and substitute applications, take all rightful oaths and affidavits, testify in any legal proceedings, 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.

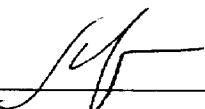
AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

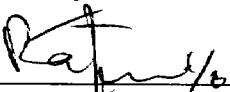
For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest 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.

x TUVIA BARLEV   
Tuvia Barlev

Witnessed By: x  Date: x 25/05/2000

Witnessed By: x Uila Motola Date: x 25/05/2000

x   
Arkady Molev Shtayman

Witnessed By: x  Date: x 25/05/2000

Witnessed By: x Uila Motola Date: x 25/05/2000