

03-26-2002



IN THE U

102031449

ADDITIONAL OFFICE RECORDS

In Re the Patent of:

AIGER ET AL

Issued/Published: September 21, 1999

Atty. File No.: 4404TT-6

For: **"Method of Mosaicing Ultrasonic
Volumes For Viual Simulation"**

BOX ASSIGNMENTS

Commissioner of Patents
Washington, D.C. 20231

Group Art Unit:

Examiner:

RECORDATION OF ASSIGNMENT

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS
BEING DEPOSITED WITH THE UNITED STATES POSTAL
SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE
ADDRESSED TO BOX ASSIGNMENT, COMMISSIONER OF
PATENTS AND TRADEMARKS, WASHINGTON, DC 20231
ON March 1, 2002.

SHERIDAN ROSS P.C.

BY:

Dear Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

MedSim
10 Ha Yetzira St., Ra'anana
Israel

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

Tomtec Imaging Systems GmbH
Edisonstrasse 6
D-85716 Unterschleißheim, Germany

3. Nature of Conveyance: Assignment - - Execution Date: October 16, 2001

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):

B. Patent No.(s): 5,956,418

03/25/2002 LMUELLER 00000035 5956418

01 FC:581

40.00 OP

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

Kenneth C. Winterton, Esq.
Sheridan Ross P.C.
1560 Broadway, Suite 1200
Denver, Colorado 80202-5141

6. Total number of applications and patents involved:

1.

7. Total fee (37 CFR 3.41).....\$40.00.

☒ Enclosed

☒ Any deficiency in payment of recording fee is authorized to be charged to Deposit Account.

☐ Authorized to be charged to deposit account.

8. Deposit account number: 19-1970.


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.

Total number of pages including cover sheet, attachments and document: 8

Respectfully submitted,

SHERIDAN ROSS P.C.

By: 
Kenneth C. Winterton
Registration No. 48,040
1560 Broadway, Suite 1200
Denver, Colorado 80202-5141
(303) 863-9700

Date: March 7, 2002

AUTHENTICATION OF SIGNATURE

אימות חתימה

I the undersigned, Yehuda Zahavi, Adv.

אני הח"מ, יהודה זהבי, עו"ד

Notary at Tel-Aviv

נוטריון ב תל - אביב

hereby certify that on 16.10.2001

מאשר כי ביום 16.10.2001

there appeared before me at my office Mr.

ניצב (ה) לפני במשרדי מר/ת עובדיה אריה

(Mrs. Miss) Ovadya Arie

who is known to me personally (whose

הידוע (ה) לי ידיעה אישית שזהותו (ה) הוכחה

identity was proved to me by identity

לי על פי תעודת זהות/ה מספר 078284338

Booklet 078284338 Passport

דרכונו (ה) מספר _____

No. _____

Issued by the Office of Interior Affairs

שניתן (ה) מאת משרד הפנים

in Tel-Aviv - north on 6.4.1992

ב - ת"א - צפון ביום 6.4.1992

and signed of his/her/their own free will

ביום 16.10.2001 וחתם (ה) (ו)

the above document (the attached

מרצונו (נה) (נס) החופשי על המסמך שלעיל

document marked A

(המצורף והמסומן באות / מספר א')

(the document overleaf)

(שמעבר לדף)

In witness whereof I hereby

ולראיה הנני מאמת את חתימתו (ה) (ס) של

authenticate the signature (s) of

החותם הנ"ל,

the said Signee',

by my own signature and seal this 16.10.2001

ובחותמי, היום 16.10.2001

146.- NIS fees paid.

146. שקל חדש שולם.



חתימה
Signature

f:\wordoc\user7\various\notar...oc

PATENT

REEL: 012698 FRAME: 0825

JACOB GALITZKI

JACOB GALITZKI

APOSTILLE

(Convention de la Haye du 5 Octobre 1961) 29-01-2002

1. STATE OF ISRAEL

This public document

2. Has been signed by

Y. Zahan

Advocate

עו"ד

Tel-Aviv

תל-אביב

3. acting in capacity of Notary.

המכהן בתור נוטריון.

4. bears the seal/stamp of the above Notary

נושא את החותם/החותמת של הנוטריון הנ"ל

Certified

אושר

5. at the Magistrates' Court, Tel-Aviv-Yafo

בבית משפט השלום תל-אביב-יפו

6. by an official appointed by Minister of Justice under the Notaries Law, 1976.

על-ידי מי שמונה בידי שר המשפטים לפי חוק הנוטריונים, התשל"ו-1976.

7. Serial number

מס' סידורי

8. Seal/Stamp

החותם/החותמת

יעקב גליצקי
JACOB GALITZKI

29-01-2002

9. Signature

חתימה

Tel-Aviv תל-אביב

PATENT

REEL: 012698 FRAME: 0826

Software Development and Licensing Agreement

Agreement

Agreement under which **MedSim** which worldwide office is located in **MedSim Ltd.**, P.O.Box 62, Kfar Sava Israel 44100, Tel: +972-9-742-1412, Fax: +972-9-742-1399, **MedSim** accords to **TomTec Imaging Systems GmbH**, Edisonstr. 6 D-85716 Unterschleissheim, Germany, Tel.: +49-89-321 75 500, Fax: +49-89-321 75 750 **TomTec**

2 D and 3 D- **SOFTWARE**

MedSim.

1. **MedSim** has developed according to the specification in **Annex 1** and will grant **TomTec** ownership rights including a world-wide, indefinite, irrevocable, exclusive and fully paid right for all medical applications to market and distribute the **SOFTWARE** **Distribution Right** including the right of sublicenses.
2. **TomTec** will purchase the **SOFTWARE** and all related Patents (the **Patents**) from **MedSim**.
3. **TomTec** shall receive the **SOFTWARE** 10th of
August 2000. **TomTec** will have no demands for additional software or documentation, since it is prior to the 10th of August 2000.
3. For the existing **SOFTWARE** and the exclusive license rights of the **SOFTWARE** and all rights of all transferred **Patents**, **TomTec** will pay **MedSim** US \$ [REDACTED].

All amounts detailed above will be paid net to **MedSim**, with the following payment terms:

1. Rate of US \$ [REDACTED], 2 days after signing this agreement and prior to the delivery of source code and existing documentation
2. Rate of US \$ [REDACTED], 5 days after delivery of source code and existing documentation
3. Rate of US \$ [REDACTED], 10 days after **TomTec** has understood the architecture of the software and could successfully re-engineer the source code. This will be indicated by sending an official Acceptance Note to **MedSim**. The planned time frame to evaluate the software will be 8 weeks after delivery.
4. If the Software cannot be used by **TomTec** because of missing source code or other major problems, **TomTec** has to ask for support from **MedSim** to solve the problems. If **MedSim** cannot give this support or the problem cannot be solved, **TomTec** has to send an official Rejection Note to **MedSim** and no further payments are due. **TomTec** has then to guarantee in writing not to use the WASA algorithm in any product.
5. Rate of US \$ [REDACTED], 10 days after **MedSim** has delivered to **TomTec** all the documents that are related to the **Patents**, which was filed based on the WASA algorithm (e.g. US Patent 5,956,418 or PCT WO 98/25509) and the signed Patent Assignment forms for them (**Annex 3**). **TomTec** is responsible to pursue the process of filing the **Patents**, including all related costs.

If **TomTec** will be unable re-engineer the source code the third and the fourth payment must not be done.

mentioned in section 1, above, will be retained by **MedSim**.

MedSim is obliged to transfer all existing documents of the **SOFTWARE** and the **Patents** a.s.a.p. to **TomTec** latest as defined in **Annex 2**

Annex 1:
Deliverables of MedSim:

- SOFTWARE module as raw data
- All software deliverables include the source code (VC ++) including all existing documentation.
- Any and all development tools and/or utilities with associated procedures that are not commercially available, which are necessary for compiling and executing the source code.
- All existing documentation of software modules, interfaces and functionality
- to TomTec
- The notarized Patent Assignment forms
- All existing documents relating to the WASA related patents

2 of this contract

Annex 2:
Time Table

Task	Delivery
Source code	10 th August 2000
documentation of source code	10 th August 2000
all documents which necessary to transfer the patents	15 th September 2000

Annex 3:

Patent Assignmet form (Declaration of Assignment)

Declaration of Assignment
for Patents, Utility Model Rights, Trademarks,
their applications and International Trademarks

I/We,

MedSim
10 HaYetzira St.
Ra'anana
Israel

herewith assign the following patents/intellectual property rights in different countries as the undersigned owner of these rights,

in particular the following protective right(s)/application(s)

Group: US 5 956 418, PCT/US97/20950 (WO 98/25509), AU 5 260 398, "A Method of mosaicing ultrasonic volumes for visual simulation" and respective foreign counterparts in other countries,

with all rights and duties to

TomTec Imaging Systems GmbH
Edisonstr. 6
D-85716 Unterschleißheim
Germany

and agree that the assignment of the above patents/intellectual property rights is recorded in the respective national/regional/international Patent Offices.

Place/Date: Fel-Ruv 16.10.01

Arie Ovadya
Signature of the assignor, print name of the signer
and capacity to sign in behalf of the
owners/applicants (authorized officer), to be
notarized

Arie Ovadya
Medsim, CEO

.../2

- 1 -

Declaration of Acceptance

I/We hereby agree to the before-mentioned assignment and apply for recording of the assignment in the registers of the respective national/regional/international Patent Offices. The assignment fee has been/will be transferred.

Place/Date: Fel-Aviv 16.10.01

signer

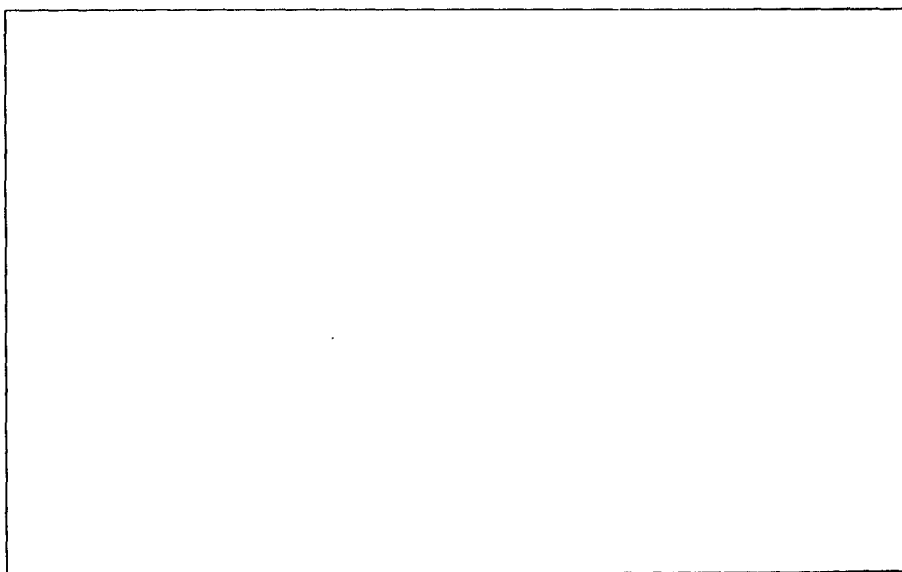
aris Dush

Signature of the assignee, print name of the and capacity to sign in behalf of the owners/applicants (authorized officer), to be notarized

Unter Schleißheim 14. 11. 2001
Notes of Notarization

L. Haupl
Tom Tec CEO

Signature of the assignor to be notarized and notaries certification of agent's (officer's) authority to sign in the name of the assignor:



End of Document

4. This Agreement shall be construed and governed exclusively by the laws of the State of Germany. Any dispute arising out of this Agreement which cannot be resolved amicably by the parties hereto through negotiations shall be resolved exclusively by an international arbitration court, e.g. in Vienna in Austria.
5. Annexes. The Annexes forming an integral part of the contract are:

Annex 1: Specification of the **SOFTWARE** Package

Annex 2: Timetable

Annex 3: Patent Assignment form

Signed this 4th day of August 2000

MedSim Co.

Arie Ouadya

By: AIRIE OUADYA

MedSim CEO

TomTec Imaging Systems GmbH

Ulrich Haugl

By: Ulrich Haugl

TomTec CEO