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

1. Name of conveying party(ies):

ECOGEN ISRAEL PARTNERSHIP  
ECOGEN INC.

5-6-02

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other: Technology Transfer Agreement

Execution Date: 6 Jan 1998

2. Name and address of receiving party(ies)

Name: Minrav Industries Ltd.

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

Street Address: P.O.B. 29229, Kiryat Moria

Jerusalem 91291, Israel

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)  
08/945,047

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark M. Friedman

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

Street Address: c/o Bill Polkinghorn

Discovery Dispatch, Florin Way 9003

City: Upper Marlboro State: MD ZIP: 20772

6. Total Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

06-2140

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

05/14/2002 6TOM11 00000001 062140 08945047

01 FC:581 40.00 CH

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 a true copy of the original document.

Mark M. Friedman  
Name of Person Signing

\_\_\_\_\_  
Signature

May 2, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

PATENT  
REEL: 012877 FRAME: 0207

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## TECHNOLOGY TRANSFER AGREEMENT

By and Among:

**ECOGEN ISRAEL PARTNERSHIP**, a partnership organized under the laws of the state of New York, U.S.A. hereinafter "**ECOGEN ISRAEL**";

**ECOGEN INC.**, a corporation incorporated under the laws of the State of Delaware, U.S.A., (which together with **ECOGEN ISRAEL** is jointly and severally hereinafter referred to as "**ECOGEN**"); and

**MINRAV INDUSTRIES LTD.**, a corporation incorporated under the laws of Israel hereinafter "**MINRAV**";

### WHEREAS

1. **ECOGEN** is the registered owner of the patent applications set forth in Annex A, hereinafter, the "**PATENTS**"; and
2. **ECOGEN** is the owner of all rights to know how, developments, inventions, processes, formulas, formulations, techniques and all other knowledge and intellectual property developed by the employees of **ECOGEN ISRAEL** and reflected in the books and records of **ECOGEN ISRAEL** or otherwise acquired by **ECOGEN ISRAEL** and reflected in the books and records of **ECOGEN ISRAEL**, pertaining exclusively to the biological control of plant pathogenic nematodes by use of applied biopesticides, hereinafter the "**TECHNOLOGY**"; and
3. **ECOGEN** wishes to transfer, sell and assign the **PATENTS** and the **TECHNOLOGY** to **MINRAV** and **MINRAV** wishes to purchase the **PATENTS** and the **TECHNOLOGY** subject to the terms and conditions set forth hereinbelow; and
4. **ECOGEN** wishes to retain and **MINRAV** wishes to grant to **Ecogen** perpetual, worldwide, irrevocable, royalty-free, fully paid-up non-exclusive rights (with the right to sublicense others) to use the **PATENTS** and the **TECHNOLOGY** for all purposes except for the purpose of biological control of nematodes by use of applied biopesticides; and
5. **ECOGEN** further wishes to retain and **MINRAV** further wishes to grant to **ECOGEN** perpetual, worldwide, irrevocable, royalty-free, fully paid-up exclusive rights to use the N1 and N2 strains referred to in the **PATENTS** and/or the

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TECHNOLOGY for all purposes other than biological control of nematodes by use of applied biopesticides.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

A. ROYALTY-BEARING PRODUCTS - Products for the biological control of nematodes by use of applied biopesticides which (i) the development, manufacture, sale, use or testing thereof is covered by an issued patent forming part of or arising from the PATENTS or (ii) employ the TECHNOLOGY.

B. NET SALES - Sales by MINRAV ex factory, excluding customs duties, excise taxes, shipping, commissions, rebates and credits for returns, when payment is received by MINRAV.

C. DATE OF AGREEMENT - The date on which the last of the parties hereto signs this Agreement.

D. YEAR OF AGREEMENT - A 12 month period immediately following the first commercial sale of a ROYALTY-BEARING PRODUCT.

2. TRANSFER OF TECHNOLOGY

ECOGEN hereby transfers, sells and assigns to MINRAV the PATENTS, and the TECHNOLOGY subject to the provisions of Paragraph 5 of this Agreement;

MINRAV shall have the exclusive right to sue past, present and future infringers who make, use or sell products unlawfully using the PATENTS or the TECHNOLOGY.

ECOGEN makes no representation or warranty to MINRAV regarding the efficacy of, or otherwise with respect to, the PATENTS and TECHNOLOGY. MINRAV has had the opportunity to investigate, and has investigated, the PATENTS and the TECHNOLOGY.

3. PAYMENTS TO ECOGEN

In consideration for the aforesaid TECHNOLOGY TRANSFER, MINRAV shall pay to ECOGEN royalties as follows:

2% (Two percent) of NET SALES of ROYALTY-BEARING PRODUCTS prior to completion of the first YEAR OF AGREEMENT; and  
3% (Three percent) of NET SALES of ROYALTY-BEARING PRODUCTS during the second YEAR OF AGREEMENT; and

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4% (Four percent) of NET SALES of ROYALTY-BEARING PRODUCTS during the third YEAR OF AGREEMENT; and

5% (Five percent) of NET SALES of ROYALTY-BEARING PRODCUTS during the fourth YEAR OF AGREEMENT and thereafter.

Under no circumstances shall the total royalties payable exceed the sum of \$US 1,000,000.00 (One million U.S. Dollars).

1 Per annum.  
2 TOTAL Sols ?

MINRAV hereby assumes all obligations, if any, of ECOGEN, or any affiliate of ECOGEN to the Chief Scientist of the Israel Ministry of Trade and Industry only to the extent that they are related to the ROYALTY-BEARING PRODUCTS. MINRAV has had the opportunity to investigate, and has investigated, the existence and extent of such obligations to the Chief Scientist of the Israel Ministry of Trade and Industry. The assumption of such obligations by MINRAV is a material term to this Agreement.

#### 4. ECOGEN ISRAEL EMPLOYEES

MINRAV shall have the option to hire any and all of ECOGEN ISRAEL'S former employees in Israel without any obligation relating to the PATENTS or the TECHNOLOGY based on their prior employment by ECOGEN ISRAEL.

ECOGEN hereby assigns to MINRAV the benefit of all employee confidentiality and invention agreements of former employees of ECOGEN ISRAEL hired by MINRAV to the extent such agreements relate to the TECHNOLOGY or the PATENTS.

#### 5. LICENSES TO ECOGEN

*perman*  
ECOGEN hereby retains and MINRAV hereby grants to ECOGEN perpetual, worldwide, irrevocable royalty-free, fully paid-up, non-exclusive rights (with the right to sublicense others) to use the PATENTS and the TECHNOLOGY for all purposes except for the purpose of biological control of nematodes by use of applied biopesticides.

ECOGEN also hereby retains and MINRAV also hereby grants to ECOGEN perpetual, worldwide, irrevocable royalty-free, fully paid-up, exclusive rights (with the right to sublicense others) to use the N1 and N2 strains referred to in the PATENTS and/or the TECHNOLOGY for all purposes other than applied biopesticides.

#### 6. EFFECTIVENESS / TERMINATION OF THE AGREEMENT

This Agreement shall come into force upon execution thereof by the parties hereto. This Agreement is subject to approval of the office of the Chief Scientist of the Israel Ministry of Trade and Industry and MINRAV agrees to use its best efforts to obtain such approval. If such approval is not obtained within one hundred twenty

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days after the date hereof, this Agreement shall become null and void and without further legal effort.

## 7. NOTICES

All notices hereby required or authorized to be given by any party to the other shall be given by letter sent by air mail, registered post, or delivered by courier to the respective address set forth below, provided that notice by letter delivered by courier shall be deemed to have been received on the day on which delivery is confirmed by the courier and notice by air mail, registered post shall be deemed to have been received ten days following the date of mailing.

Notice to ECOGEN and/or ECOGEN ISRAEL  
2005 Cabot Boulevard West  
Langhorne, PA 19047 U.S.A.  
Attention: Vice President, Research

Notice to MINRAV  
c/o Sanford T. Colb & Co.  
4 Shaar Hagai  
P.O. Box 2273  
Rehovot 76122, Israel

## 8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the State of Israel.

## 9. PRIOR AGREEMENTS

This Agreement supersedes all prior agreements among the parties and may only be amended by a writing signed by all of the parties hereto.

## 10. FINAL STIPULATIONS

A. If any of the conditions mentioned in this Agreement should turn out to be void, this will have no bearing on the legality of the other conditions of this Agreement.

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MINRAU INFRASTRUCTURES LTD

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IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day set forth below.

 11/2/98  
\_\_\_\_\_  
MINRAV INDUSTRIES LTD

By:  
Date

\_\_\_\_\_  
ECOGEN ISRAEL PARTNERSHIP

By: James P. Reilly, Jr.  
Date January 6, 1998

\_\_\_\_\_  
ECOGEN INC.

By: James P. Reilly, Jr.  
Date January 6, 1998

23/09/98

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MINRAU INFRASTRUCTURES LTD

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ANNEX A

PATENT APPLICATIONS

Israel Application No. 113394

PCT/US96/05270

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