

08-19-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof							
Name of conveying party(ies):	Name and address of receiving party(ies)						
Yossi Avni (July 14, 2002) & -/2 - 0 2 Eytan Suchard (July 14, 2002)	Name: APPLIED NEURAL COMPUTING LTD.						
	Internal Address:						
Additional name(s) of conveying party(ies)	Street Address:						
Additional name(s) of conveying party(ies) attached? Yes X No	32 Pinchas Rozen Street P.O.B. 444						
3. Nature of Conveyance:							
x Assignment Merger							
Security Agreement Change of Name	City: Herzelia						
Other	State: Israel Zip: 46103						
Execution Date: see Box 1, conveying parties	Additional name(s) & Yes x No						
address(es) attached:							
Application number(s) or patent number(s):							
If this document is being filed together with a new application, the execution date of the new application is:							
A. Patent Application No.(s):	B. Patent No.(s):						
10/144,754							
Additional numbers attached? Yes x No							
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1						
Name: Steven M. War FULBRIGHT & JAWORSKI L.L.P.	7. Total fee (37 CFR 3.41) \$40.00						
Internal Address: Atty. Dkt.: 697.004	x Enclosed						
Street Address:	Authorized to be charged to deposit account						
Market Square 801 Pennsylvania Avenue, N.W.	Authorized to be charged to credit card						
30 () 31112/1-21123 () 1112	(Form 2038 enclosed)						
	8. Deposit account number:						
City: State: Zip: Washington DC 20004-2623	06-2375, Order No. 697.004/10025306 (Attach duplicate copy of this page if paying by deposit account)						
DO NOT USE THIS SPACE							
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.							
Steven M. War, Reg. No. 48,024 Name of Person Signing	Signature August 12, 2002 Date						
Total number of pages including cover sheet, attachments, and documents: 5							

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ASSIGNMENT BY INVENTORS

WHEREAS, Assignors have invented certain new and useful improvements in APPARATUS FOR AND METHOD OF PATTERN RECOGNITION AND IMAGE ANALYSIS, set forth in a patent application for Letters Patent of the United States, already filed on May 15, 2002 as U.S. Application No. 10/144,754; and

WHEREAS, APPLIED NEURAL COMPUTING LTD., a organized under and pursuant to the laws of ISRAEL having its principal place of business at 32 Pinchas Rozen Street, P.O.B. 444, 46103 Herzelia, ISRAEL (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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PATENT REEL: 013189 FRAME: 0769 AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

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PATENT REEL: 013189 FRAME: 0770

FULBRIGHT & JAWORSKI L.L.P.

Lisa M. Coward	44,091	Mary Anne Schofield	36,669	Mark E. Ungerman	32,070
Einar Stole	47,272	Steven M. War	48,024	John Yim	47,197
John E. Lynch	20,940	Michael J. Strauss	32,443	Jennifer L. Overly	51,197

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Yossi Avni

Date: M-july-2002

Eytan Suchard

Date: 14-16/1 7002

RECORDED: 08/12/2002

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PATENT REEL: 013189 FRAME: 0771