

Form PTO-1595 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party/Execution Date:

Visonetix Ltd.

Execution Date: January 5, 2005

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Visonic Technologies, Ltd.

Street Address: 30 Habarzel Street

City: Tel Aviv

State: _____

Country: Israel Zip: 69710

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.

☐ This document is being filed together with a new application.

B. Patent No.(s)

5661471

Additional numbers attached? ☐ Yes ☒ No

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

Name: Anthony G. Sitko
MARSHALL, GERSTEIN & BORUN LLP
 Internal Address: Atty. Dkt.: 29323-10003
 Street Address: 233 S. Wacker Drive, Suite 6300
Sears Tower

City: Chicago

State: IL Zip: 60606-6357

Phone Number: (312) 474-6300

Fax Number: (312) 474-0448

Email Address: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 13-2855
 Authorized User Name Anthony G. Sitko

9. Signature:


 Signature

February 2, 2005

Date

Anthony G. Sitko - 36,278

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: ☐

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: February 2, 2005

Signature:  (Anthony G. Sitko)

CH \$40.00 132855 5661471

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PATENT
REEL: 015642 FRAME: 0307

Patent Assignment Agreement

This patent assignment agreement ("Assignment") effective, *nunc pro tunc*, March 12, 2003 ("Effective Date"), is entered into by and between Visonetix Ltd., located at 30 Habarzel Street, Tel Aviv, 69710, Israel ("Assignor") and Visonic Technologies Ltd., located at 30 Habarazel Street, Tel Aviv, 69710, Israel ("Assignee").

NOW THEREFORE, the parties agree as follows:

1. "Patent Rights" mean U.S. Patent No. 5,661,471, which issued August 26, 1997, and any related U.S., PCT or foreign applications or patents based upon any such patent, as well as any continuations, continuations in part, divisions, reexaminations, reissues, substitutes, renewals or extensions of any of the foregoing patent applications or patents.

2. Assignment

2.1 For \$10.00 (ten dollars) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest, both legal and equitable throughout the world, in the Patent Rights, including Assignor's rights to any and all improvements therefrom, to stand in Assignor's place and stead in all respects with regard to the Patent Rights and any improvements therefrom, for Assignee's own use and enjoyment, to the full end of the term or terms of the Patent Rights, as fully and entirely as the same would have been held by Assignor had this Assignment not been made. This Assignment includes any rights of Assignor to sue for and retain past, present, and future damages and seek other remedies for past or future patent infringement of the Patent Rights or other rights that Assignor may have been able to assert against other parties under the Patent Rights before or after the Effective Date.

2.3 Assignor agrees to promptly execute any and all papers, instruments or affidavits requested to prepare, file, obtain, maintain, issue, defend and enforce the Patent Rights or otherwise effectuate the rights conveyed to Assignee herein.

3. Representations and Warranties

3.1 Assignor represents and warrants that Assignor is the owner of an undivided one-half interest in and to the Patent Rights and that no assignment, sale, transfer, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with or diminish the scope of the terms of this Assignment.

3.2 Assignee represents and warrants that it has the requisite power and authority to execute and perform this Assignment.

4. Miscellaneous

4.1 Any provision of this Assignment that is prohibited, invalid or unenforceable in

any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

4.2 This Assignment shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its choice-of-law rules except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

4.3 The failure of any party to enforce or demand performance of any term, condition or right of this Assignment shall not be deemed a waiver of any said term, condition or right or any other term or right or excuse a similar subsequent failure to perform any term or condition by the other party. A waiver may be executed only in writing and signed by the party granting such waiver.

4.4 This Assignment is binding upon and shall inure to the benefit of the parties hereto and their legal representatives, administrators, and permitted successors and assigns of Assignor and Assignee and such representations, warranties, covenants and undertakings shall not be construed as conferring any rights on any other party.

4.5 This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A party's signature may be transmitted by facsimile, thereby constituting a signed and delivered document.

4.6 The headings contained in this Assignment are for convenience of reference only and shall not be considered in construing this Assignment.

4.7 No amendment or modification to this Assignment shall be effective unless in writing and signed by both parties.


4.8 This Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements or understandings, written, electronic or oral. Each party agrees that this Agreement shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, effective as of the Effective Date.

ASSIGNOR
Visonetix Ltd.

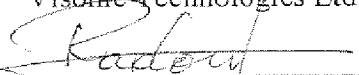


Yaacov Kotlicki
Chairman

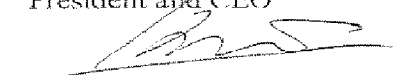


Shmuel Koren
Chief Financial Officer

ASSIGNEE
Visonic Technologies Ltd.



Israel Radomsky
President and CEO



Shmuel Koren
Chief Financial Officer