

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Atrica Ireland Limited	12/28/2004

RECEIVING PARTY DATA

Name:	Atrica Israel Ltd.
Street Address:	5 Shenkar St
City:	Herzelia
State/Country:	ISRAEL
Postal Code:	46733

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6643612
Patent Number:	6895441
Patent Number:	6795609
Application Number:	09738597
Application Number:	09777581
Application Number:	09781461
Application Number:	09918277
Application Number:	10386044
Application Number:	10126983
Application Number:	10190236
Application Number:	10218284
Application Number:	10201812
Application Number:	10201852
Application Number:	10447835
Application Number:	10459217

PATENT

500032585

REEL: 016038 FRAME: 0920

OP \$640.00 6643612

Application Number:

10631451

**CORRESPONDENCE DATA**

Fax Number: (623)362-3885

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 623-362-2585

Email: hzaretsky@pobox.com

Correspondent Name: Howard Zaretsky

Address Line 1: Zaretsky & Associates PC

Address Line 2: 8753 West Runion Dr

Address Line 4: Peoria, ARIZONA 85382-6412

**NAME OF SUBMITTER:**

Howard Zaretsky

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement ("Agreement") is effective as of November 1, 2003 ("Effective Date") by and between Atrica Ireland Limited, an Irish corporation ("Assignor"), and Atrica Israel Ltd. an Israeli corporation ("Assignee").

### WITNESSETH

**WHEREAS**, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire and accept from Assignor, all of the intellectual property rights owned, licensed, or otherwise acquired by Assignor worldwide as of the Effective Date of this Agreement (defined herein as the "Intellectual Property"); and

**WHEREAS**, the parties desire to effect such transfer and assignment of the Intellectual Property for the consideration described in Exhibit B in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and the promises, representations and warranties set forth below, Assignor and Assignee agree as follows:

### ARTICLE I Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

**Section 1.1 "Intellectual Property"** shall mean and include any and all Patents, Trademarks, inventions, copyrights, trade secrets, know-how, design rights, computer programs (in source code and object code form), formulae, enhancements, updates, modifications, translations, adaptations, information, specifications, designs, process technology, manufacturing requirements, quality control standards, and other intellectual property rights, intangible property rights, and proprietary rights owned, licensed, or otherwise acquired by Assignor worldwide as of the Effective Date.

**Section 1.2 "Patents"** shall mean Assignor's existing and pending patents (including patent applications) specified on Exhibit A attached hereto, including but not limited to any extensions, divisionals, substitutions, continuations, reissues, or re-examinations.

**Section 1.3 "Trademarks"** shall mean Assignor's trademarks, trade names, service marks or similar designations (including any registrations and applications therefore) specified on Exhibit A attached hereto.

### ARTICLE II Assignment of Intellectual Property

**Section 2.1 Assignment.** Assignor hereby assigns to Assignee absolutely all right, title, and interest in and to the Intellectual Property, and Assignee hereby accepts such assignment. The

parties acknowledge and agree that such assignment is in exchange for the intercompany note payable described in Exhibit B. Such note is a full and final payment under this Agreement.

**Section 2.2 Subsequently Developed IP.** In exchange for the consideration described in this Agreement, Assignor agrees that any intellectual property developed or held by Assignor subsequent to the Effective Date of this Agreement, if any, will be held in trust for the benefit of Assignee.

**Section 2.3 Taxes.** Assignor will be solely responsible for any and all taxes, levies, duties or other government fees imposed on Assignee as a result of this Agreement.

**Section 2.3 The Parties Relationship.** Effective as of the above Effective Date, Assignor terminates the Research Services Agreement executed between the parties on April 2001.

### **ARTICLE III Representations and Warranties**

**Section 3.1 Assignor Representations.** Assignor hereby represents and warrants to Assignee that Assignor is a duly organized and validly existing corporation under the laws of Ireland and has the full right, power, and authority to assign the Intellectual Property to Assignee in accordance with this Agreement, free and clear of all liens, charges, claims, equities, restrictions, and encumbrances.

**Section 3.2. Assignee Representations.** Assignee hereby represents and warrants to Assignor that Assignee is a duly organized and validly existing corporation under the laws of Israel, and has all the corporate powers and authority necessary to carry on the business it now conducts, and has the power and authority to accept the assignment of the Intellectual Property from Assignor on the terms and conditions set forth herein.

**Section 3.3 Authorization.** Each party hereto represents and warrants to the other that the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary corporate action on the part of such party.

**Section 3.4 Further Assurances.** Assignor further represents and warrants to Assignee that it will from time to time, at its own cost and upon the reasonable written request of Assignee, execute and deliver any and all documents and do any and all acts that may be reasonably necessary to enable Assignee to register or otherwise perfect Assignee's right, title, or interest in and to the Intellectual Property and that it will cooperate with Assignee in every reasonable way in order to carry out the intent of this Agreement.

### **ARTICLE IV General Provisions**

**Section 4.1 Further Acts.** The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

**Section 4.2 Governing Law.** The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of California, excluding its rules governing conflicts of laws.

**Section 4.3 Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

**Section 4.4 Subject Headings.** The subject headings of the sections of this Agreement are included for the purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

**Section 4.5 Entire Agreement.** The terms and conditions contained herein, including exhibits hereto, constitute the entire agreement between the parties and shall supersede all previous communications, either oral or written, between the parties with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon any party hereto unless in writing signed by a duly authorized officer or representative thereof in which this Agreement is expressly referred to.

**Section 4.6 Severability.** If any provision of this Agreement is ruled unenforceable, such provision shall be enforced to the extent permissible, and the parties shall negotiate a substituted valid provision which most nearly effects the intent of the parties and the remainder of this agreement shall remain in full effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first written above and duly authorized officers of each party have executed this Agreement at the location indicated below.

Atrica Ireland Limited

By:

Name:

Title:

Address for Notices:

Atrica Ireland Limited

Atrica Israel Ltd.

By:

Name:

Title:

Address for Notices:

Atrica Israel Ltd.

**EXHIBIT A**  
**Patents and Trademarks**

Trademarks: ATRICA (worldwide)  
ASPEN (worldwide)

Patents: All such patents as are registered or applied for by the company as of the date of this agreement.

**EXHIBIT B**  
**Payable Note**

Assignee agrees to issue a note payable to Assignor with respect to the Assignment of Intellectual Property. The principal of the note shall be the fair market value of the Intellectual Property as determined pursuant to U.S. transfer pricing principles as of the effective date of this Agreement.