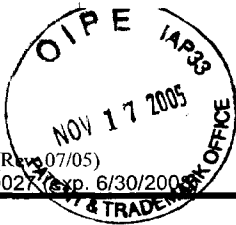


11-25-2005

S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



REC

103126140

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(ies)

The Sapling Company, Inc.
AND
Virtual Extensions

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 9, 2004

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Agreement granting joint ownership rights (attached)

2. Name and address of receiving party(ies)

Name: The Sapling Company, Inc. (50% interest)

Internal Address: 1633 Republic Road

Huntingdon Valley, PA 19006 USA

Street Address: AND

Virtual Extensions (50% interest)

City: 2 Halamed Hey st.

State: Givatayim, Israel

Country: XXXXX

Zip: XXXXX

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

11/116,084

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lucas & Mercanti, LLP

Internal Address:

Street Address: 475 Park Avenue South, 15th Floor

City: New York

State: NY

Zip: 10016

Phone Number: 212-661-8000

Fax Number: 212-661-8002

Email Address: info@mlmpatent.us

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 2003

Expiration Date 07/06

b. Deposit Account Number

Authorized User Name Donald C. Lucas

9. Signature:

Otho B. Ross

Signature

November 15, 2005

Date

Otho B. Ross

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017252 FRAME: 0048

11/21/2005 CNGUYEN 00000025 11116084 40.00 UP
03 FC:8021

AGREEMENT

This Agreement, entered into on the date set forth below by and between Virtual Extension ("VE") and The Sapling Company, Inc. ("Sapling") as follows:

Background

VE and Sapling have entered into a Development, Proprietary Information, Confidentiality and Non-Competition Agreement (the "Development Agreement"), bearing even date herewith, which defines certain development work which will be performed by VE for Sapling.


The parties desire in this Agreement to define certain ownership, licensing and other rights and limitations with respect to the Development Work described in the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing Background and intending to be legally bound hereby, VE and Sapling agree as follows:

1. **Ownership.** VE and Sapling agree that they shall be joint owners with respect to any patent for a wireless clock system developed by VE for Sapling under the Development Agreement. The parties further agree that they shall be joint owners with respect to any trade secrets relating to any wireless clock system developed by or on behalf of VE for Sapling under the Development Agreement.

2. **Ownership Rights of Sapling; Ownership Rights and Limitations of VE.**

A. Sapling shall have the unrestricted right to make, use, sell or market any wireless clock or wireless clock system designed or developed by VE for Sapling under or pursuant to the Development Agreement. Sapling also shall have the unrestricted right,



in its sole discretion, to license any products, processes, devices or systems developed by VE under the Development Agreement. Sapling further shall have the right to apply for, secure and maintain any and all patents (both domestic and foreign) with respect to wireless clocks and wireless clock systems provided that VE is listed as a joint owner thereof so long as it timely complies with the terms of Paragraph 3 hereof. The cost for any such patent applications and the maintenance of patents relating thereto shall be borne exclusively by Sapling.

B. (1) VE shall have a right to receive 15% of any royalty fees received by Sapling as a result of entering into any license agreement providing for the payment of fees. Such payments shall be made by Sapling on a quarterly basis to VE. VE shall fully cooperate with Sapling in doing all things necessary to secure and maintain patents for wireless clocks and/or wireless clock systems.

(2) VE shall not make, use, sell, market or license any product, process, device or system relating to wireless clocks or wireless clock systems or to any development covered under the Development Agreement. VE agrees that it shall not sell, transfer, assign or license any patent or other rights to any person, firm or entity with respect to any patent or development covered under this Agreement or under the Development Agreement.

3. **Assignments**. VE agrees to promptly secure assignments in form acceptable to Sapling from all of its officers, directors, employees, agents or representatives working directly or indirectly on the products or processes covered under the Development Agreement of any right, title or interest in or to any product, process, device, development, design or system connected with wireless clocks or wireless clock systems. In the event that VE fails to obtain such an assignment from each of its officers, directors, employees, agents or

A handwritten signature, possibly reading "J. C.", is written in dark ink.

representatives within two weeks of the execution of this Agreement, VE hereby agrees to release and forego any rights with respect to patents, trade secrets or the licensing thereof or fees relating thereto.

4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of VE and Sapling, and their respective successors and assigns.

5. **Incorporation by Reference.** The parties hereto incorporate by reference herein all of the provisions of the Development Agreement as though fully restated herein except in the event of a conflict between the terms of this Agreement and the Development Agreement. In the event of such a conflict, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Sapling and VE have caused this Agreement to be executed by their respective duly authorized officer on the dates written below.

THE SAPLING COMPANY, INC.

By: [Signature]
President

Dated: 02/09/04

VIRTUAL EXTENSION

By: [Signature]
President

Dated: JAN 7, 2004

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/~~Patent Owner~~: Ilan Shemesh et al.Application No./Patent No.: Ser. No. 11/116,084 Filed/Issue Date: Filed April 27, 2005Entitled: WIRELESS CLOCK SYSTEM AND METHODThe Sapling Company, Inc. and Virtual Extensions, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of ~~the entire right, title, and interest~~ 50 percent each
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Ilan Shemesh To: The Sapling Company, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: G. Ofec, L. Hardy, Y. Oren and P. Hameiri To: Virtual Extensions
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. ~~From:~~ Companies are joint owners by virtue of ~~TO:~~ Agreement dated February 9, 2004
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Otho B. Ross

Signature

Otho B. Ross

Printed or Typed Name

Attorney

Title

Nov. 15, 2005

Date

212-661-8000

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.