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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(ies)/Execution Date(s):	2. Name and address of receiving party(ies)
Shiri-Med BV August 19, 2004	Name: Labcoat Limited
August 19, 2007	Internal Address: <u>Unit 4</u>
	Street Address: Ballybrit Business Park
	City: Galway
Additional name(s) of conveying party(ies) attached? Yes No  3. Nature of conveyance:	State:
	Country: <u>Ireland</u> Zip:
Assignment Merger	
Security Agreement Change of Name	Additional name(s) & address(es) attached?  Yes  No
Government Interest Assignment	
Executive Order 9424, Confirmatory License  Other	
	document is being filed together with a new application
A. Patent Application No.(s)	B. Patent No.(s)
11/347,559	27.0 416.116.116.109
Additional numbers attached? Yes No	
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: <b>John A. Rissman, Esq.</b>	7. Total Fee (37 CFR 1.21(h) & 3.41) \$40.00
Internal Address: Suite 800	☐ Authorized to be charged by credit card
Street Address: One State Street	☐ Authorized to be charged to deposit account
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State: <u>MA</u> Zip: <u>02109</u>	<ul><li>None required (government interest not affecting title)</li><li>8. Payment Information</li></ul>
Phone Number: (617) 367-4600	8
	a. Credit Card Last 4 Numbers 8 Expiration Date 6
Fax number: (617) 367-4656	Expiration Date 57 9 12 12 12 12 12 12 12 12 12 12 12 12 12
Email Address: <u>irissman@kjpat.com</u>	5. Deposit 7000uilt 14ainsoi <u>92-9999</u>
	Authorized User Name  John A. Rissman, Esq. Reg. No. 33,764
	Authorized to charge additional fees to Deposit Acct.
9. Signature: #3903	The state of the s
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() John A Disamon Fam	Total number of pages including cover 응용
John A. Rissman, Esq.	Total number of pages including cover sheets, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

LABCOAT-LTD

# PATENT ASSIGNMENT

This Assignment of all rights is made and entered into this \_\_\_day of August 2004, by Shiri Med BV a private company organized and existing under the laws of The Netherlands, having its statutory seat in Amsterdam, The Netherlands ("Transferor") and Labcoat Limited a private company incorporated under the laws of Ireland of Fitzwilton House, Wilton Place, Dublin 2 ("Transferee").

- WHEREAS Avraham Shekalim is the sole inventor of the invention which is the subject matter of the provisional patent application listed in Annex A hereto whose main use is for therapeutic applications and any future patent applications stemming therefrom, corresponding patent applications worldwide, continuations, continuations in part, modifications, improvements, etc., issued or unissued (the "Patent");
- WHEREAS Avraham Shekalim assigned to the Transferor the Patent to be the exclusive property of the Transferor;
- WHEREAS the Trasferee engaged in the field of invention, production, manufacture, marketing and sale of medical device products.
- WHEREAS the Transferee desires to receive the Transferor's rights, title, and interest in and to the Patent, and Transferor desires to assign the Patent, subject to the terms and conditions provided herein (the "Assignment");

## The Parties Have Agreed As Follows:

- 1. The preamble to this Agreement constitutes an integral part thereof.
- 2. Transferor hereby transfers and assigns to the Transferce its entire ownership and title to the Patent and in the invention or inventions and intellectual property rights to which it relates, including the right to file corresponding patent application worldwide and continuations in part, etc. This Assignment shall become effective upon the full payment of the consideration set forth in Section 3 below.
- 3. Transferee shall pay to Transferor the following consideration (the "Assignment Price") for the Assignment of the Patent:
  - (a) US\$125,000 at the time of the execution of this Agreement (the "Payment"); and
  - (b) An additional US\$ 7,500 at the time of the execution of this Agreement as his share of the Seller's legal fees (the "Legal Fees") to be transferred directly to the account of Goldsobel & Kirshen, Law Office (the "Transferor's Lawyers"), details of which to be supplied to the Purchaser.
- 4. The Payment and the Legal Fees as defined above shall be paid by Transferee to Transferor and to the Transferor's Lawyers, respectively, at the execution of this Agreement by delivering a certified or official bank check to the order of each of-the Transferor and the

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Transferor's Lawyers as applicable, or by transferring such sum by wire transfer to the following account:-

USD a/c 02.01.21.296 IBAN NL44.INGB.0020.1212.96

ING Bank Bijlmerplein 880 1102 MG Amsterdam ZO The Netherlands

### **BIC INGBNL2A**

and to the account of the Transferor's Lawyers, details of which to be supplied to the Transferee.

5. Avraham Shekalim asserts that he is the sole inventor of the Patent and Avraham Shekalim and the Transferor herby represent that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to any person (save for a transfer by Avraham Shekalim to the Transferor).

#### Disclaimer 6.

WITHOUT DEROGATING FROM THE REPRESENTATION CONTAINED IN SECTION 5 ABOVE, THE TRANSFEREE, ITS AFFILIATES AND ALL OTHER SHAREHOLDERS AND DIRECTORS DISCLAIM ANY EXPRESS OR IMPLIED PROMISE, REPRESENTATION AND WARRANTY: (1) THAT THE PATENT OR THE USE THEREOF AND/OR ANY KNOW-HOW AND/OR PRODUCTS INCORPORATED OR MANUFACTURED BY THE USE THEREOF, WILL BE FREE FROM CLAIMS OF PATENT INFRINGEMENT OR UNLAWFUL USE OF PROPRIETARY INFORMATION OF A THIRD PARTY; (2) A COMMERCIAL SUCCESS OR MERCHANTABILITY OF THE PATENT; (3) THE SUITABILITY OF THE PATENT FOR REGULATORY APPROVALS NECESSARY FOR THE MANUFACTURE, USE OR SALE OF PRODUCTS, AND (4) OF ANY WARRANTY OR PRESENTATION OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

- 7. Transferor agrees to sign or otherwise execute any additional documents as requested by Transferee to further evidence, transfer, assign, perfect, or protect the foregoing assignment.
- 8. Any and all costs hereafter incurred in giving effect to this Agreement, including, but not limited to, any fees payable to patent offices and any authority for the transfer, registration, maintenance, and protection of the Patent shall be borne solely by the Transferee.

#### 9. Miscellaneous.

(a) This Agreement shall be construed in accordance with and governed for all purposes by the laws of the state of Israel and the Parties hereto consent to the non-exclusive jurisdiction of the courts in the district of Haifa.

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- (b) This Agreement shall not be modified expect by a written document duly signed by both Parties hereto.
- (c) In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect whatsoever, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or other unenforceable provision had never been contained herein and all other provisions shall apply mutatis mutandis.

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IN WITNESS WHEREOF, Avraham Shekalim has executed this Agreement.

SHIRI MED B.V.

Signature: Date: 19-8-2004

Witness: Amit Leiborich Adv

IN WITNESS WHEREOF, Transferee has accepted the execution of this Assignment of Rights by the Transferor

# Confirmation

I the undersigned, Mr. Avraham Shekalim, hereby confirm that on the date hereof Section 5 above is true, complete and accurate.

Avraham Shekalim

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Date: 19/08/2004

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**PATENT** REEL: 017928 FRAME: 0306

**RECORDED: 05/19/2006**