

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Haim BEZDIN	03/05/2007
Amit PASCAL	03/05/2007
Zvika GILAD	03/05/2007
<b>RECEIVING PARTY DATA</b>	
Name:	GIVEN IMAGING LTD.
Street Address:	2 Hacarmel Street, New Industrial Park
City:	Yoqneam
State/Country:	ISRAEL
Postal Code:	20692
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11645787
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ATTORNEY DOCKET NUMBER:	P-8482-US1
NAME OF SUBMITTER:	Daniel King

Total Attachments: 3  
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**ASSIGNMENT**

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the Receipt of which is hereby acknowledged, I the undersigned, BEZDIN, Haim residing at 11 Mivza Danny St., Rishon Le'Zion, 75442, Israel; PASCAL, Amit residing at 37 Italia Street, Haifa 34980, Israel; GILAD, Zvika residing at 19 Moshe Sne, Hod Hacarmel, Haifa 34987, Israel

Hereby sell, assign and transfer to GIVEN IMAGING LTD., an Israeli company located at 2 Hacarmel Street, New Industrial Park, Yoqneam 20692, Israel; its successors, assigns and legal representatives (hereinafter, the "Assignee"), the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed in the application for United States Patent U.S. Serial No. 11/645,787 filed December 27, 2006 and is entitled

**IN-VIVO IMAGING OPTICAL DEVICE**


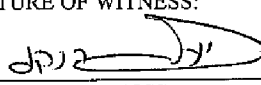
and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;


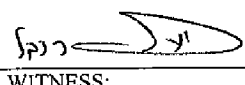
Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

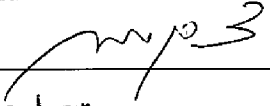
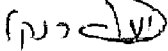
Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the under-signed or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and

all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

**COVENANT** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

FULL NAME OF INVENTOR: <b>BEZDIN, Haim</b>	FULL NAME OF WITNESS: Yael Frankel
SIGNATURE OF INVENTOR: 	SIGNATURE OF WITNESS: 
DATE: <u>05/03/07</u> (day / month / year)	ADDRESS OF WITNESS: Asher Levin "16 Pishon Lezion Israel

FULL NAME OF INVENTOR: <b>PASCAL, Amit</b>	FULL NAME OF WITNESS: Yael Frankel
SIGNATURE OF INVENTOR: 	SIGNATURE OF WITNESS: 
DATE: <u>05/03/07</u> (day / month / year)	ADDRESS OF WITNESS: Asher Levin "16 Pishon Lezion Israel

FULL NAME OF INVENTOR: <b>GILAD, Zvika</b>	FULL NAME OF WITNESS: Yael Frankel
SIGNATURE OF INVENTOR: 	SIGNATURE OF WITNESS: 
DATE: <u>05/03/07</u> (day / month / year)	ADDRESS OF WITNESS: Asher Levin "116 Rishon Lezion Isreal