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1. Name of conveying party(ies)

Terran Computer Ltd.

2. Name and address of receiving party(ies)

Name: Reuven Bakalash

Internal Address: _____

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

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

Execution Date(s) July 15, 1997

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Agreement; Transfer of Title

Street Address: 20 Hess Street

City: Shdema

State: _____

Country: Israel Zip: 76855

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)

B. Patent No.(s)

5,751,928

5,963,212

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas J. Perkowski, Esq.

Internal Address: _____

Street Address: 1266 East Main Street

City: Stamford

State: CT

Zip: 06902

Phone Number: 203-357-1950

Fax Number: 203-357-1959

Email Address: _____

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

☐ 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 16-1340

Authorized User Name Thomas Perkowski

9. Signature:

Thomas J. Perkowski

Signature

Thomas J. Perkowski, Esq.

Name of Person Signing

March 15, 2008

Date

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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22:14 08/16/2001 MARSHA BROWN 06/681-7429

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TERRA

TERRA COMPUTERS LTD.

INDUSTRIAL PARK, P.O.B. 2019 OMER 4055
TEL: 072-3431444 FAX: 072-3431444

Date: July 15, 1997

Subject: Patent Registration in the United States

U.S. Patent No. 5,361,385

Whereas you have agreed to transfer all rights to the patent noted above to me, in accordance with my obligations as detailed below, I hereby undertake to perform the following:

1. To give you a license to use Patent No. 5,361,385, throughout the validity period thereof, in consideration of royalties in the amount of 1% of the price of the hardware within the product which uses the hardware based on the patent.

The royalties will be paid at the end of each year in respect of use of the patent in the year ending on that date. To preclude all doubt, disagreements on the royalties paid shall not prevent use of the patent by those authorized to use it, as outlined in Section 2 below.

2. The license noted in Section 1, which refers to Patent No. 5,361,385 only, is granted solely and exclusively to Terra Computers Ltd. and/or a subsidiary controlled by Terra Computers Ltd.
3. I shall inform anyone who gets any rights whatsoever concerning the above patent of the rights and obligations as set forth in this undertaking.
4. I shall not take any action which shall prevent you from using the patent.
5. I shall pay all expenses required and/or incurred in transferring the patent to my name.
6. My obligations, outlined above, are irrevocable.

Sincerely yours,

[Signature]

Reuven Bakalash

We the undersigned agree to that set forth above and, subject to the performance of the obligations undertaken by Dr. Bakalash as set forth above, hereby transfer irrevocably to Reuven Bakalash the patent noted above.

[Signature]

Roy Manor
CEO, Terra

[Signature]

Haim Russo
Chair, Terra

[stamped] Terra Computers, Ltd.

Marsha Brown מרשה בראון
Translations תרגומים
P.O. Box 8220 ת.ד.
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Tel. 04694-3191 יו.
Fax 04691-7429 .079
License No. 017571191 רישיון תרגום .00

I hereby certify that I, Marsha Brown, am a professional translator, with thorough knowledge of both the English and Hebrew languages, that I have translated the attached documents, and that the English is an accurate translation of the Hebrew document.

Sincerely yours,



Marsha Brown
Lic. No. 017571191

(2) b

July 15, 1997

Translation from Hebrew

Re: U.S. Letters Patent No. 5,361,385

It has been agreed to transfer the title to above patent to Dr. Reuven Bakalash under the following conditions:

1. Terra Computers will have the rights to use the patent No. 5,361,385 in return to royalties of 1% of the revenues. The royalties are payable annually.
2. The above said relates to patent No. 5,361,385 only, and given only to Terra Computers Ltd, or a child company controlled by Terra.
3. The above rights will be disclosed to any future owners of patent rights.
4. Dr. Bakalash will not prevent from Terra any usage of patent.
5. All transferring charges will be covered by Dr. Bakalash.
6. This agreement is not reversible.

Dr. Reuven Bakalash _____

We, the undersigned, agree to transfer the patent to Dr. Bakalash under the above constraints.

Hayim Russo,
Chairman of Terra

Roy Manof,
CEO of Terra

TERRA

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TERRA COMPUTERS LTD.

INDUSTRIAL PARK, P.O.B. 30190 MENAHEM, ISRAEL
PHONE: 972-7-6443414 FAX: 972-7-6183115

15/7/97, ווארש

הנדון: פטנט רשום בארה"ב:

U.S. Patent No. 5,361,385

מאחר ונתגס את הסכמותם להעברת כל זכויות הפטנט הנדון, לפיכך הריני מתחייב בזאת כלפיכם כדלקמן:

1. לקנות לכם רשיון שימוש בפטנט מס' 5,361,385 במשך כל תקופת תוקפו, תמורת תמלוגים בגובה 1% ממחיר החומרה במצור שבו נעשה שימוש בחומרה המבוססת על הפטנט. התמלוגים ישולמו בזמן כל שנה בגין שימוש בפטנט בשנה שתחילתה באותו שנה. להסיר ספק, חילוקי דעות לגבי התמלוגים לא ימנע מחשאים להשתמש בפטנט, כמפורט בסעיף 2, את זכות השימוש בפטנט.

2. חרשיון כאמור בסעיף 1, המתייחס לפטנט 5,361,385 בלבד, ניתן אך ורק לחברת "טרה" מחשבים בע"מ ו/או חברת בת בשליטתה.

3. אבאא לדיעת כל מי שיקבל זכות כלשהי בפטנט את זכויותי כאמור בהתחייבותי זו.

4. לא אעשה כל מעשה שימנע מכם את השימוש בפטנט.

5. אשא בכל ההוצאות שידרשו ו/או יחולו על העברת הפטנט על שמי.

6. התחייבותי כאמור לעיל הינן בלתי חוזרות.

בסדר רב,
האמן בקלש

את החייב מסכימים כאמור לעיל בהסכם לפיקוד התחייבות בקלש כאמור לעיל, את מסכימים להעביר לראובן בקלש באופן בלתי חוזר את זכויות הפטנט שבנדון.

חיים רוט, קיר טרה

רועי מעוף, מנכ"ל טרה

TERRA
COMPUTERS LTD.