

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Israel MENDEL	08/14/2000
RECEIVING PARTY DATA	
Name:	Given Imaging Limited
Street Address:	2 Hacamel Street, New Industrial Park
Internal Address:	Building 7
City:	Yoqneam
State/Country:	ISRAEL
Postal Code:	20692
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10562865
CORRESPONDENCE DATA	
Fax Number:	(646)878-0801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	646-878-0800
Email:	pusdkt@pczlaw.com
Correspondent Name:	Pearl Cohen Zedek Latzer, LLP
Address Line 1:	1500 Broadway
Address Line 2:	12th Floor
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	P-5857-US
NAME OF SUBMITTER:	Channah Graham

CH \$40.00 10562865

Total Attachments: 8
 source=P-5857-US Israel Mendel Consulting Agreement#page1.tif
 source=P-5857-US Israel Mendel Consulting Agreement#page2.tif

501024246

**PATENT
 REEL: 023564 FRAME: 0208**

source=P-5857-US Israel Mendel Consulting Agreement#page3.tif
source=P-5857-US Israel Mendel Consulting Agreement#page4.tif
source=P-5857-US Israel Mendel Consulting Agreement#page5.tif
source=P-5857-US Israel Mendel Consulting Agreement#page6.tif
source=P-5857-US Israel Mendel Consulting Agreement#page7.tif
source=P-5857-US Israel Mendel Consulting Agreement#page8.tif

9763

Consulting Agreement

This Consulting Agreement is made and entered into as of this 14 day of August, 2000, by and between Mr. Israel Mendel, of Albert Scheitzer 29A, Haifa, I.D. No. 5340869 (the "Consultant"), and Given Imaging Limited, of Building 7, New Industrial Park Yoqneam 20692 ("Given").

WITNESSETH

WHEREAS, Given is engaged in the research and development of the "Video Capsule System" project (the "Project"); and

WHEREAS. The Consultant provides hardware consulting service, and has the skill, experience and is available to actively contribute to the development of the Project; and;

WHEREAS, Given wishes to retain the Consultant to provide Given with certain advisory services in connection with the Project and on various matters within the Consultant's expertise, and the Consultant wishes to provide such advisory services to Given under the terms and subject to the conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Definitions.

The "Project". An in vivo video camera and an autonomous video endoscope, including a swallowable capsule with a camera and an optical system, a transmitter, and a reception system.

2. Interpretation.

2.1 The preamble to this Agreement and all appendices, enclosures and attachments are an integral part of this Agreement and all constitute together a single document.

2.2 The headings in this Agreement are for convenience and reference only and are not part of this Agreement nor may serve for the interpretation and are not part of the substance of this Agreement nor may serve for the interpretation thereof.

3. Retention of the Consultant.

GIVEN hereby engages the Consultant and the Consultant hereby agrees to accept the engagement by GIVEN on accordance with the terms and conditions hereof.

4. Duties of the Consultant.

4.1 During the term of this Agreement, the Consultant shall provide GIVEN hardware consulting services relating to the Project, as she shall be requested from time to time by GIVEN at any such time. The services performed by the Consultant under this Agreement shall be executed in accordance with the highest professional standards in the field and to the satisfaction of GIVEN, and the work will be the original work of the Consultant prepared within the scope of his engagement.

4.2 The services of the consultant are not to be exclusive and the consultant shall be free to render his services to others, subject always to the Consultant's confidentiality and non-compete obligations as set forth in Sections 6, 7 and 8 below.

4.3 The performance of the Consultant's services may from time to time be required at the premises of GIVEN at the Industrial Park of Yoqneam, Israel, or at other locations, in Israel. Out of pocket traveling expenses shall be covered by GIVEN when special traveling shall be required and as approved in advance by GIVEN.

4.4 The Consultant shall perform the services in person, and shall not subcontract the performance of the services or any part thereof to any other person or entity.

5. Compensation

- 5.1 As the exclusive consideration for his services hereunder, the Consultant shall be entitled to compensation on an hourly basis for actual time employed, at the rate of 42 US\$ per hour. Hourly charges for any month exceeding US\$ 9,660 (corresponding to 230 hours) shall not be payable unless approved in advance by GIVen.
- 5.2 Payments shall be made within 10 days, against a detailed invoice delivered by the Consultant to GIVen. VAT applicable to any payment shall be added to the amount payable against delivery to GIVen of a "VAT tax invoice". GIVen shall be entitled to deduct from the payments any taxes to be withheld under applicable law.

6. Confidentiality

The Consultant shall keep in strict confidence any Confidential Information (as defined below) that he may receive from GIVen or its representatives, in accordance with the terms below, and shall not: (a) use Confidential Information for any purpose other than for providing the Services to GIVen, nor (b) disclose such Confidential Information, in whole or in part, to any person or entity.

- 6.1 Confidential Information Defined. "Confidential Information" shall mean: any technical, business or other information with respect to the Project, including but not limited to, know-how, inventions, data, drawings, designs, diagrams, software programs and their sources, processes, methods, formulae, prototypes and models, all whether or not covered by patents, patent applications, copyrights or other proprietary rights protection, in Israel or abroad, and any financial and business information, trade secrets, agreements, documents, names of potential suppliers, customers, partners or investors, proposed business deals, reports, plans, market studies,

surveys and projections, and any other information which is confidential or proprietary in nature.

The term "Confidential Information" shall not include any data or information which the Consultant shall show in writing that he has already known at the time it was disclosed to him or that before being divulged by him to any third party: (a) it has become generally known to the public through no wrongful act of the Consultant, or (b) has been rightfully received by the Consultant from a third party without restriction on disclosure and without a breach of an obligation of confidentiality, or (c) any approved patent issued to Given.

6.2 Ownership: Return of Information. No license or right is either granted or implied to the Consultant by the conveying to him of Confidential Information. All Confidential Information (including all tangible copies and magnetic, computerized or electronic versions thereof), shall remain the property of Given and shall be destroyed or returned to them promptly upon request. That portion of the information which consists of analyses, compilations, comparisons, studies or other documents prepared by the Consultant shall be kept confidential as provided above, or shall be destroyed at the request of Given. The Consultant shall not assert directly or indirectly any right, on behalf of himself or others, including any right set-off or lien, with respect to the Information which may impair or be adverse to Given rights therein.

7. Non-Compete.

So long as the Consultant shall provide services to Given, and for a period of 24 (twenty-four) months thereafter, he shall refrain from engaging, in Israel or abroad, directly or indirectly, as a shareholder, partner, joint venturer, consultant, agent, distributor, dealer, sub-contractor, supplier, director, officer, employee or otherwise, in any commercial activity involved with

products which resemble a swallowable electronic capsule for diagnostics of the GI Tract, or any of its main characteristics.

8. Intellectual Property:

8.1 Provided that GIVen shall have paid to the consultant the compensation due to him under section 5 above, GIVen shall be the exclusive owner of any invention, improvement or know-how which shall occur to the Consultant as a result of providing the services hereunder ("Inventions"), and of any patent, patent application, copyright and such other rights therein, without any additional compensation to him. The Consultant shall inform GIVen of any Invention and at its request and expense shall execute any necessary assignment, patents forms and the like and will assist in the drafting of any description or specification of the Invention as may be required for GIVen records and in connection with any application for patents. The Consultant shall treat all information relating to any Invention as Confidential Information according to Section 5 above. It is understood that GIVen shall pay the Consultant any expense incurred by him in assisting it, at its request, in obtaining patent or other protection.

8.2 GIVen's rights under this Section 8 shall be world-wide and shall attach to any such Invention notwithstanding that it is perfected or reduced to specific form after the Consultant have ceased his services hereunder, provided that its conception arose before then.

8.3 So long as the Consultant shall provide services to hereunder, and at any time thereafter, he shall lend such assistance as he can at GIVen's request and expense in connection with any opposition to, or intervention regarding, an application for patent or other proceedings relating to such patent or application therefor.

8.4 None of the above shall derogate from the Consultant's right to use the motives or elements which are neither dedicated nor unique to the Project or its components for other purposes.

9. Terms and Termination.

The term of this Agreement shall commence August 14, 2000 and shall continue until terminated by either party. Termination can be effected by each party, by the giving to the other party of a thirty days prior written notice. Notwithstanding any assignment or termination of this agreement for any cause whatsoever, the Consultant's obligations under Sections 6, 7 and 8 shall survive indefinitely.

10. Liability of Consultant.

The Consultant shall not have any liability to any loss or damage incurred by Given (i) for any mistake in judgment, or (ii) for any action taken or omitted to be taken in good faith and which the Consultant reasonable believed to be in the best interests of Given, unless such mistake, action or inaction constituted gross negligence or willful misconduct on the part of the Consultant in the field of his services hereunder, or was committed on breach of any of his obligations and undertakings to Given.

11. Relationship.

The Consultant shall be at all times an independent contractor for Given, and no employment, agency or other relations shall exist, be implied or asserted as a result of his engagement thereby. The Consultant shall comply, at its own expense, with the provisions of all applicable and municipal requirements and with all laws applicable to him, and shall pay and be solely liable for all taxes applicable to him by virtue of his services hereunder and/or the compensations to him therefor.

12. Notices.

All notices pursuant to this Agreement shall be deemed to have been validly delivered upon receipt thereof (whether by non-registered mail, facsimile, personal delivery or otherwise), or five days after deposit in registered mail, return receipt requested and with proper postage prepaid, whichever is earlier, and addressed to the party to be notified as follows:

If to GIVen, at:

GIVen Imaging Limited
Building 7, New Industrial Park
Yoqneam 20692
Israel
Attention: Mr. Gavriel Meron, President & CEO

(b) If to the Consultant, at:

Israel Mendel
Albert Scheitzer 29A
Haifa
Israel
Attention: Mr. Israel Mendel
Tel: : 04-8340301


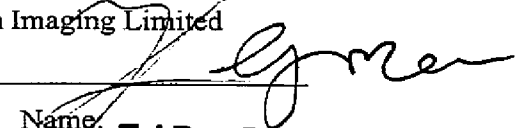
or to such other address as each party may designate for itself by like notice.

13. Choice of Law and Jurisdiction.

13.1 This Agreement and the rights and obligations of the parties hereunder shall be governed by and constructed in accordance with the internal laws of the State of Israel.

13.2 Any dispute arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts situated in Tel Aviv.

IN WITNESS WHEREOF, the parties have executed and delivered this Consulting Agreement as of the date first above written.

 Given Imaging Limited
By: 
Name: **Zvi Ben David**
Title: **CFO**

Israel Mendel

