

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Yeda Research and Development Company Limited	11/15/2010
RECEIVING PARTY DATA	
Name:	Dan Roth
Street Address:	2700 Prairie Meadow Drive
City:	Champaign
State/Country:	ILLINOIS
Postal Code:	61822
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5907839
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
Phone:	(951) 781-9231
Email:	efiling@kmob.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Knobbe Martens Olson & Bear, LLP
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	KM2680.001A
NAME OF SUBMITTER:	Russell M. Jeide
Total Attachments: 8 source=Assignment (Yeda-Roth) - KM2680.001A#page1.tif source=Assignment (Yeda-Roth) - KM2680.001A#page2.tif source=Assignment (Yeda-Roth) - KM2680.001A#page3.tif	

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ASSIGNMENT AGREEMENT

Made and entered into on this 15 day of Nov. 2010

By and Between:

YEDA RESEARCH AND DEVELOPMENT COMPANY LIMITED

a company duly registered under the laws of Israel of
P O Box 95, Rehovot 76100, Israel

(hereinafter "**Yeda**")

and

Dan Roth, US Passport Number: 463241427
of 2700 Prairie Meadow Drive, Champaign, IL 61822, USA
(**"the Scientist"**)

WHEREAS:

- (A) in the course of research conducted at the Weizmann Institute of Science (**"the Institute"**) the Scientist arrived at an invention titled: **"ALGORITHM FOR CONTEXT-SENSITIVE SPELLING CORRECTION"** (**"the First Invention"**), as more fully described in US Patent Number: 5,907,839 (Yeda docket No.9615) (**"the Yeda Patent"**);

In addition, with the participation of Dr. Andrew R. Golding, an employee of Mitsubishi Electric Information Technology Center, America, Inc. (**"Mitsubishi"**), the Scientist and Dr. Golding (both, herein, collectively, **"the Inventors"**) arrived at a second invention entitled **"SYSTEM FOR TEXT CORRECTION ADAPTIVE TO THE TEXT BEING CORRECTED"** (**"the Second Invention"**), as more fully described in US Patent Number: 5,956,739 (Yeda docket No. 9641), registered in the name of Yeda and Mitsubishi (**"the Joint Patent"**);

(the First Invention and Yeda's rights in the Second Invention, hereinafter, collectively: **"the Inventions"**, the Yeda Patent and Yeda's right in and to the Joint Patent, hereinafter: **"the Patents"**); and

- (B) by operation of law and/or under the terms of employment of the Scientist at the Institute and pursuant to an agreement between the Institute, Yeda and the Scientist, all right, title and interest in and to the First Invention and the Yeda Patent vests in Yeda; and

By operation of law, all right, title and interest in and to the Joint Invention vests in undivided shares in Yeda and Mitsubishi; and

- (C) Yeda has decided to discontinue the prosecution and/or maintenance of its rights under the Yeda Patent and the Joint Patent; and
- (D) Without any derogation from the rights of Mitsubishi, Yeda has offered to assign all its right, title and interest in and to the Inventions and the Patents to the Scientist, all of the foregoing pursuant and subject to the rules of the Institute known as the "**Rules of Intellectual Property and Conflict of Interests (Version 2001)**" (such rules, as amended from time to time, hereinafter "**the Institute Rules**"); and
- (E) The Scientist has elected to exercise his rights under the Institute Rules to receive assignment of Yeda's rights, subject to and in accordance with the terms and conditions set out in this Agreement; and
- (F) Yeda is willing to assign to the Scientist, and the Scientist is desirous of receiving an assignment of the Yeda's rights, present and future, in respect of the Inventions and the Patents, for the consideration, and subject to and in accordance with all the other terms and conditions set out in this Agreement; and
- (G) as a condition to such assignment, the Scientist, *inter alia*, shall be bound by and shall act in accordance with (i) the Institute Rules, *inter alia*, with respect to the assignment of patents and patent applications to Scientists of the Institute who are Inventors of any Institute Invention (as such terms are defined in the Institute Rules) and the royalties and other consideration payable to Yeda or to which Yeda is entitled in the event of such assignment, and with respect to the prevention of a conflict of interests between the obligations and duties of such Scientist to the Institute and the interests and activities of the Institute on the one hand and the interests and activities of such Scientists on the other.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The Preamble and Appendices to this Agreement form an integral part thereof.

1. Assignment and Transfer

In consideration of the royalties and other sums to be paid by the Scientist to Yeda and the other consideration to be transferred to Yeda as set out in clause 2 below, Yeda hereby:

- 1.1. assigns and transfers to the Scientist all of Yeda's right, title and interest in and to the Inventions, and to the Patents. It is agreed that all the costs and expenses (including legal fees and expenses)

incurred in connection with the implementation of this clause 1.1 shall be borne by the Scientist exclusively; and

- 1.2. agrees to execute such further documents and do such further acts as may be reasonably necessary to give full effect to the terms of this Agreement, at the Scientist' sole expense.

2. Consideration

- 2.1. The Scientist shall pay to Yeda 25% (twenty-five percent) of all Proceeds and shall transfer to Yeda 25% (twenty-five percent) of all Proprietary Interests, after the deduction of Costs ("**the Consideration**").

For the purposes of this Agreement:

"Proceeds" shall mean all royalties and all other consideration of whatsoever nature and howsoever described (including without limitation, licence fees, royalties or other amounts paid in respect of the granting of licenses, options and/or sublicenses, of any rights in and to the Invention and/or the Patents) which are actually received by the Scientist in connection with the commercialisation of the Inventions and/or the Patents or any part thereof, excluding research grants or other research funding and the reimbursement of out-of-pocket expenses;

"Proprietary Interest" shall mean any right of any kind, negotiable or otherwise and whether or not listed for trading on any stock exchange, in any entity or body, corporate or otherwise, including without limitation: (i) shares, stocks and other securities in such entity or body (including, securities convertible into equity or into options to equity); (ii) warrants, ADRs, options, and any other rights to acquire shares, stocks or other securities in such entity or body; and (iii) similar rights in such entity or body; granted, issued or transferred to the Scientist or to any of them, or to which the Scientist become entitled in connection with the commercialisation of the Inventions and/or the Patents or any part thereof (by means of a licence or otherwise); and

"Costs" shall mean:

- (a) the aggregate out-of-pocket costs and expenses expended by Yeda prior to the date of this Agreement in connection with the Patents (in the preparation, filing, prosecution and protection of the Patents):
 - (i) USD 16,335 (sixteen thousand, three hundred and thirty five United States Dollars) with regard to the Yeda Patent;
 - (ii) USD 2,765 (two thousand, seven hundred and sixty five United States Dollars) with regard to the Joint Patent;

and all additional amounts incurred, but not as yet paid, by Yeda prior to the date of signature of this Agreement ("**the Yeda Costs**"), to be reimbursed to Yeda pursuant to clause 2.6 below; and

- (b) all out-of-pocket costs and fees (as evidenced by invoices, receipts or other appropriate documents) incurred by the Scientist in connection with the preparation, filing, prosecution and maintenance of the Patents and all patent application which may be filed in connection with the Inventions (to the extent that such costs and fees are not paid or reimbursed by any third party licensee); and in connection with the commercialisation of the Inventions and/or the Patents (by means of a licence or otherwise).

2.2. The Consideration shall, in the case of Proceeds, be paid to Yeda in US Dollars no later than 30 (thirty) days after such Proceeds are received, and in the case of a Proprietary Interest, be transferred to Yeda, no later than 30 (thirty) days after such Proprietary Interest is received, accompanied with a report setting out details of all Proceeds and all Proprietary Interests (if any) received, all deductions therefrom as provided in clause 2.1 above, and the Consideration due to Yeda in respect of such Proceeds and/or Proprietary Interests.

2.3.

2.3.1. In the event that the Scientist is required under applicable law to withhold amounts from the payments to be made under clause 2.1 above on account of income tax, tax on profit or any other taxes of a similar nature imposed on Yeda by applicable law ("**the withholding tax**"), the Scientist shall immediately notify Yeda in writing of such requirement and shall, subject to the provisions of clause 2.3.2 below, deduct the withholding tax from the payments referred to above, as prescribed by applicable law, unless Yeda provides the Scientist with evidence of an exemption from withholding tax.

2.3.2. The Scientist shall make payment of the withholding tax (if any) deducted as aforesaid to the appropriate tax authorities within the period prescribed by applicable law and shall submit receipts or other documents issued by the tax authorities evidencing such payment, to Yeda within 7 (seven) days of payment thereof.

2.4. Without derogating from the Scientist's obligations under the Institute Rules, and/or from the rights of Mitsubishi by law, the Scientist shall notify Yeda in writing of any intention he may have to grant any right, give any licence or enter into any agreement to or with any other person or entity with respect to the development and/or exploitation and/or commercialisation and/or licensing of the Inventions and/or the Patents or any part thereof and shall provide Yeda with copies of the agreements and other documents pertaining to the foregoing,

promptly upon the execution thereof. Without derogating from the foregoing, the Scientist shall notify Yeda in writing of any Proprietary Interest prior to becoming entitled thereto or to the acquisition thereof, and shall provide copies to Yeda of all agreements, options, warrants or other instruments under which the Scientist is granted, issued, transferred or is otherwise entitled to acquire such Proprietary Interest, promptly upon the execution thereof.

- 2.5. Without derogating from the Scientist's obligations under the Institute Rules and under clause 2.4 above, commencing at the end of the first calendar year in which any Proceeds and/or Proprietary Interest were received by the Scientist with respect to the Patents or the Inventions, the Scientist shall provide Yeda with a yearly report signed by an independent certified accountant in respect of the Consideration received and the amounts due to Yeda pursuant to clause 2.1 and 2.2 above, containing details of the Proceeds and/or Proprietary Interests received, acquired or to which the Scientist becomes entitled, as the case may be.
- 2.6. The Scientist shall reimburse Yeda (by way of monetary payment) the Yeda Costs from the first Proceeds and/or Proprietary Interest received by the Scientist. The reimbursement from the Proceeds shall be made within 14 (fourteen) days of receipt of any such Proceeds, and the reimbursement from the Proprietary Interest shall be made within 14 (fourteen) days of the date of such Proprietary Interest become exercisable. For the avoidance of doubt, in the case of receipt of Proceeds and/or Proprietary Interest as aforesaid, the Yeda Costs shall be reimbursed to Yeda prior to any deductions (including any permissible deductions under clause 2.1 above) or other payments from such Proceeds and/or other distribution of Proprietary Interest from such Proprietary Interest whatsoever.

3. **No Warranties**

Nothing contained in this Agreement shall be deemed to be a representation or a warranty by Yeda that the Patents are or will be valid or afford or will afford proper protection or that the Inventions are or will be commercially exploitable or of any other value or that the exploitation of the Patents or the Inventions will not infringe the rights of any third party.

4. **No Liability**

Yeda, the Institute and the directors, officers and employees of Yeda and/or of the Institute (excluding the Scientist) shall not be liable for any claims, demands, liabilities, costs, losses, damages or expenses (including legal costs and attorneys' fees) of whatever kind or nature caused to or suffered by any person or entity that directly or indirectly arise out of or result from or are encountered in connection with the development, exploitation, commercialisation and/or use of the Inventions and the Patents or any part thereof.

5. Termination and Remedies

- 5.1. Without derogating from the parties' rights hereunder or by law to any other or additional remedy or relief, it is agreed that either Yeda or the Scientist may terminate this Agreement by serving a written notice to that effect on the other upon or after the commitment of a material breach hereof by the other party, which breach cannot be cured or, if curable, which has not been cured by the party in breach within 30 (thirty) days (or, in the case of failure by the Scientist to pay any amount due from him to Yeda pursuant to or in connection with this Agreement on or before the due date of payment, 14 (fourteen) days) after receipt of a written notice from the other party in respect of such breach.
- 5.2. In the event that this Agreement is terminated by Yeda pursuant to clause 5.1 above, the Scientist shall, upon Yeda's request: (a) assign and transfer to Yeda all his right, title and interest in and to the Inventions, the Patents and in and to any other intellectual property (if any) that the Scientist may have in respect of the Inventions or Patents; and (b) deliver to Yeda all designs, drawings, plans, diagrams, specifications, models or other documentation or media in its possession and control containing, representing or embodying the Inventions and the Patents, unless previously assigned by the Scientist to a third party, in good faith.

6. Confidentiality

Yeda agrees to maintain in confidence all information or data relating to the Inventions and the Patents, except and to the extent that: (i) any such information or data is in the public domain at the date of the signing hereof or becomes part of the public domain thereafter (other than through a violation by Yeda of this obligation of confidentiality) or is released by the Scientist from this obligation of confidentiality by notice in writing; (ii) Yeda is required to disclose such information in order to fulfill its obligations under this Agreement; (iii) Yeda is required to disclose such information in fulfillment of any legal duty owed to any competent authority; or (iii) any such information was independently developed by the Institute and/or Yeda without reference to the Inventions.

7. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) if personally delivered, when actually delivered; or (ii) if sent by facsimile, the next business day after receipt of confirmation of transmission; (iii) or 10 (ten) days after being mailed, certified or registered mail, return receipt requested, postage prepaid, to the respective addresses of the parties set out below, or to such other address or addresses as any of the parties hereto may from time to time in writing designate to the other party hereto pursuant to this clause 7.

- (i) to Yeda at: P.O. Box 95
Rehovot 76100
Attention: the CEO
Facsimile: (08) 9470739
- (ii) to Prof. Dan Roth at: 700 Prairie Meadow Drive
Champaign, IL 61822, USA
Facsimile: +(217) 333 8183

8. **Value Added Tax**

The Scientist shall pay to Yeda all amounts of Value Added Tax imposed on Yeda in connection with the transactions under this Agreement.

9. **Miscellaneous**

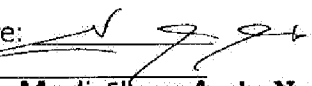
- 9.1. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the interpretation of this Agreement.
- 9.2. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes and replaces any understandings, agreements or representations, written or oral, between the parties relating to the subject-matter hereof. No addition or amendment to this Agreement shall be effective unless in writing and signed by the parties or their authorised signatories.
- 9.3. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's rights to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.
- 9.4. All payments to be made to Yeda hereunder shall be made free and clear of and without any deduction for or on account of any set-off, counterclaim or tax, except as otherwise expressly provided in this Agreement.
- 9.5. Stamp duty (if any), payable in respect of this Agreement shall be borne by Yeda and the Scientist (jointly) in equal shares.
- 9.6. This Agreement shall be governed in all respects by the laws of Israel and the parties hereby submit to the exclusive jurisdiction of the competent Israeli courts.

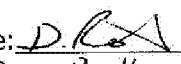
- 9.7. None of the parties may assign all or any of its rights or obligations under this Agreement or arising therefrom without the prior written consent of the other party and the Scientist may not assign or transfer in any way the Inventions and/or the Yeda Patent/Patent Application without Yeda's prior written consent, such consent may be conditioned on payment to Yeda as aforesaid.

IN WITNESS WHEREOF, the parties have signed this Assignment Agreement on the date first mentioned above.

for: **YEDA RESEARCH AND
DEVELOPMENT COMPANY LTD.**

DAN ROTH

Signature: 
Name: Prof. Mudi Sheves
Title: Chairman
Date: C.E.O.

Signature: 
Name: Dan Roth
Title: Prof.
Date: Nov 15 2010