

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ofer Hornick	05/31/2012
RECEIVING PARTY DATA	
Name:	NEETOUR MEDICAL LTD.
Street Address:	M.P. Hefer
City:	Granot
State/Country:	ISRAEL
Postal Code:	38100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13513020
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ATTORNEY DOCKET NUMBER:	0-12-139(HO/002 US)
NAME OF SUBMITTER:	Kevin D. McCarthy
Total Attachments: 2 source=assignment#page1.tif source=assignment#page2.tif	

OP \$40.00 13513020

## ASSIGNMENT

This Assignment is made and executed by:

Ofer Hornick  
48 Carmel Street  
Kochav Yair, Zur Igal  
44862  
Israel

(hereinafter "Assignor"), to and in favor of NEETOUR MEDICAL LTD. having a postal address of M.P. Hefer, Granot 38100, Israel (hereinafter "Assignee").

Whereas the Assignor desires to assign his entire right, title and interest in and to the invention described in the non-provisional patent application for a United States Patent entitled "HEMODYNAMICS-BASED MONITORING AND EVALUATION OF A RESPIRATORY CONDITION" which claims priority to as a 371 of international of PCT/IL2010/001010, filed on December 1, 2010, which claims priority to US provisional patent application number 61/265,779, filed on December 2, 2009 (hereinafter the "Patent Application") and all patents, patent applications and the like on the invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to the Assignor;

Accordingly, Assignor warrants, covenants and agrees as follows:

1. The Assignor hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in and to the invention described in the Patent Application, including the Patent Application itself and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on the Patent Application, and including all patents resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.

2. The Assignor hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in all counterparts to the Patent Application that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.

ASSIGNMENT

Docket No. \_\_\_\_\_

Title: **"HEMODYNAMICS-BASED MONITORING AND EVALUATION OF A RESPIRATORY CONDITION"**

U.S. Serial No. \_\_\_\_\_

3. The Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. The Assignor authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

4. The Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

5. The Assignor warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, that all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.

6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

7. The Assignor acknowledges that Assignee has paid valuable consideration for the Assigned Assets.

31 May 2012  
Date

Offer Hornick  
Offer Hornick

Witness  
Witness