

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Itzhak SHEMER	04/15/1997
RECEIVING PARTY DATA	
Name:	New Technologies (SA-YSY) Ltd.
Street Address:	22 Bareket Street, P.O. Box 3042
Internal Address:	North Industrial Park
City:	Caesarea
State/Country:	ISRAEL
Postal Code:	30889
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11933168
CORRESPONDENCE DATA	
Fax Number:	(718)766-8494
Phone:	7182468482
Email:	jason@ipatent.co.il
<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:	Jason Rosenblum, c/o Martin Moynihan
Address Line 1:	P.O. Box 16446
Address Line 2:	PRTSI, Inc.
Address Line 4:	Arlington, VIRGINIA 22215
ATTORNEY DOCKET NUMBER:	50309
NAME OF SUBMITTER:	Jason H. Rosenblum
Total Attachments: 5 source=50309 Assignment from SHEMER Itzhak to New Technologies#page1.tif source=50309 Assignment from SHEMER Itzhak to New Technologies#page2.tif source=50309 Assignment from SHEMER Itzhak to New Technologies#page3.tif source=50309 Assignment from SHEMER Itzhak to New Technologies#page4.tif source=50309 Assignment from SHEMER Itzhak to New Technologies#page5.tif	

CH \$40.00 11933168

AGREEMENT

This Agreement is concluded and signed on 15 of April 1997

By and Between

טכנולוגיות חדשות (סעי-ישי) בע"מ
New Technologies (SA-YSY) Ltd.
512263955 י.ד.נ

on the one part;

ISAAC Semer
ID. NO. 022902860
83 Bialikst.
Ramat Gan

on the other part;

- WHEREAS: The company is engaged in research, development and production of electronic and medical equipment.
- WHEREAS: The employee is an Researcher
- WHEREAS: The employee declares that he has the knowledge and experience needed in his profession and that he is capable of performing his duty for the company in the highest expertise and quality.
- WHEREAS: In reliance upon the employee's declaration, his experience and knowledge, the company is interested in employing him, under the terms and conditions of this agreement.
- WHEREAS: The employee desires to be employed by the company, under the terms and conditions of this agreement.

THEREFORE IT HAS BEEN AGREED AND STIPULATED BETWEEN THE PARTIES AS FOLLOWS:

- .1 The Preamble to this Agreement, including the declarations and the appendixes to this agreement, constitute an integral part thereof.
- .2 The company hereby undertakes upon itself to employ the employee and the employee hereby undertakes upon himself to be employed by the company.
- .3 The Term of the Employment
 - 3.1 The employee will be employed by the company as from 15-4-97 and until this agreement will come to an end, in accordance with the provisions of clauses 3.2 and 3.3 hereinafter (hereinafter called - The Term of the Employment).
 - 3.2 It is agreed by the parties, that each party to this agreement will have the right to terminate this agreement during The Term of the Employment, by giving a prior written notice of at least 30 days, to the other party, of his intention to do so.
 - 3.3 Without derogating from the generality of clause 3.2 hereinafter, the company is entitled to terminate this agreement without giving any prior notice, when and if the employee had committed any criminal offence relating to his employment with the company, during The Term of the Employment and/or the employee had committed any disciplinary felony during The Term of the Employment.

.4 The Employment:

- 4.1 The employee will be employed by the company as Researcher. It is expressly stated hereby that the employee undertakes to be engaged in any work relating to his duty in the company and/or to any work that he will be assigned to, from time to time, by the company.
- 4.2 The employee will carry out his work in accordance with the company's instructions and specifications.
- 4.3 It's agreed upon, that if it is required by the company, the employee will also work during unordinary working hours, including overtime, as may be required for the performance of his duty/work in the company.
- 4.4 The employee hereby agrees, that because his duty/work in the company requires a special degree of self trust/confidence the provisions of the hours of work and rest Act - 1951 will not apply.
- 4.5 The employee will devote his full efforts, energies, time abilities and experience to the performance of his duty/work, and will do all that is necessary in order to further the interests of the company.
- 4.6 The employee undertakes not to be engaged during The Term of the Employment in any other activity, in any way or form whatsoever, as an independent contractor or as an employee, directly or indirectly, unless it was approved in advance and in writing by the company's management.
- 4.7 The employee will act loyalty and/or in confidence and/or in trust for the company and he undertakes to report to the company, immediately and fluently of any information and/or interest related to his employment and/or to the company in any way whatsoever.

.5 Remuneration:

- 5.1 In consideration for the performance of his work and fulfillment of all the employees undertakings, under this agreement the company will pay the employee a monthly salary (hereinafter called - the salary) and the benefits as stipulated in appendix A, which is enclosed and constitute an integral part of this agreement.
- 5.2 The salary will be paid until the 9th day of each calendar month, for the preceding month.
- 5.3 The company will deduct from the salary, Income tax, National Insurance and any other taxes which are due from an employee by law, as may be from time to time.
- 5.4 To avoid any doubt it is expressly stated that the amount stipulated in Appendix A is the full and final salary to which the employee is entitled to, for his work/employment with the company.

.6 Confidentiality:

- 6.1 The employee undertakes to hold the information which he receives through his employment in the company in absolute confidentiality and not to disclose, discuss, communicate or transmit to others which are not a party to this agreement, or make any unauthorized copies or use the information in any other way, whatsoever, whether directly or indirectly, personally or through others, for any purpose unrelated and/or disconnected with his work/employment during and/or after the Term of the Employment.

6.2 When this agreement will come to an end, whether at the end of The Term of the Employment, or if it will be terminated by one of the parties, as stipulated in clause 3 hereinabove, the employee will return to the company all the documents and/or computer data and/or any other kind of information whatsoever which he received and/or is in his possession.

6.3 For the purpose of execution the abovementioned in clauses 6.1 and 6.2 hereinabove, the employee undertakes to sign a non-disclosure agreement, which is enclosed as Appendix B. that constitute an integral part of this agreement.

7 Restraint of trade:

7.1 The employee undertakes that during The Term of the employment he will not be engaged as an employee and/or independent contractor, directly or indirectly, in any activity which is competitive to the company's business, that he will not take any action which will disturb the proper conduct of the company's business and management, that he will not act as a consultant to any business competitive, to the company's business and he will not be involved in the setting up of a competitive business to the company's business, or employ himself, directly or indirectly, employees who work and/or worked for the company, in any time whatsoever.

7.2 When this agreement will come to an end whether at the end of The Term of the Employment, or by prior termination by one of the parties for any reason whatsoever, the employee will be prohibited for a period of twenty four months, starting from the end of this agreement, from engaging in any research, development or production which can be considered to be competitive with the company business, whether directly or indirectly, whether as an independent contractor or as an employee for any third party.

7.3 When this agreement will come to an end, whether at the end of The Term of the Employment, or by a prior termination, by one of the parties the employee will be prohibited for a period of twenty four months starting from the end of this agreement, from engaging in any way whatsoever, whether as an independent contractor and/or through others, with any other persons/bodies with whom the company had and/or has working relations, and/or had any negotiations with, as to the technology and/or the company's products, during the the Term of the Employment, unless otherwise is agreed in writing between the employee and the company.

7.4 7.4.1 It is declared and agreed between the parties that any information from any kind whatsoever, which will reach the employee, including, the company's business relations, are the company's absolute and exclusive proprietary rights, purchased by the company during its activity and which form a part of the company's goodwill, and such information which will reach the employee during The Term of the employment including information as to business relations, will be considered as information which was accumulated by the employee solely through and for the purpose of his work the duty at the company and therefore will be considered as the company's exclusive property.

To avoid any doubt it is expressly stated that everything which results from the employee's work during his employment is the exclusive proprietary rights of the company and that the employee does not and will not have in them any rights and/or any part thereof from any kind whatsoever.

7.4.2 In addition to clause 7.4.1 hereinabove it is agreed hereby that in any case of invention and/or change of technology and/or knowledge and/or idea and/or plans, including as a result of technology and/or information and/or idea and/or plans, that got to the possession of the employee through his employment in the company, whether directly or indirectly (hereinafter, called - the new development) will be the new development, including all the rights resulting from it, will be the company's exclusive proprietary rights and the company will have the authority to do and/or to use it in whatever way and/or form that it desires.

In case that the company will decide to register the new development as a patent and/or to protect it in any other way, as the company desires, the employee undertakes hereby to sign any documents that will be required for the execution of the aforesaid and without derogating from the generality of the aforesaid, on powers of attorney, declarations, requests, conveyance and endorsements letters.

7.5 The employee hereby declares that all the information in relation to the company's business relations and/or information and knowledge from any kind whatsoever that exists in the possession of the company is a confidential information which was given to him in the course of his employment with the company and for that purpose only and that he is under a duty to keep it in confidentiality as stated in clause 6 hereinabove, including all his subsections.

.8

8.1 The employee declares hereby that the content of clauses 496 and 500 to the Penal Law - 1977, where brought to his knowledge as follows:

Clause 49

"The one who reveals confidential information that was given to him in the course of his profession and/or employment, which is not a formal secret in the meaning stated in the fifth section of chapter seven and which he is not required to reveal it by law will be sentenced for 6 months - imprisonment.

Clause 500 "The one who conspire with another, for one of those goals will be sentenced for two years imprisonment:

- a. To prevent or obstruct the execution of any law or its enforcement.
- b. To cause personal injury to a person or to his reputation.
- c. To decrease the value of a person's asset.
- d. To prevent or disturb a person from conveying freely and lawfully an asset in his possession, in its true market value.
- e. To damage a person in his profession or vocation.
- f. To prevent or disturb a person from engaging freely and lawfully in his profession, vocation or work, provided that the act itself would be considered as a felony if it is executed by an individual.
- g. To attain an unlawful goal.
- h. To attain a lawful goal through unlawful means.

The employee undertakes to conduct himself according to the law literally and to the purpose of the law, as the law will be from time to time.

8.2 The employee declares that the legal criminal and civil implications were brought to his knowledge as to any case of infringement of any of the laws and provisions or any deviation from the spirit of the law and its purpose, whether those will be performed by the employee or by others on his behalf, whether directly or indirectly, or according to any legal excuse from any kind whatsoever, or as an employee or an independent contractor, or as a company, or as an individual or as the employee and/or agent and/or representative and/or as an empowered by third parties, whom ever they may be, or whether in Israel or elsewhere.

.9 Judicial Jurisdiction:

It's agreed hereby by the parties that the Courts and/or Tribunals in Haifa, Israel will have exclusive judicial jurisdiction as to all matters regarding and/or arising out of this agreement.

.10 General provisions:

10.1 It's agreed between the parties that as from the day of the signing this agreement, the terms and provisions stipulated in this agreement will apply and that any other agreements or documents verbal or in writing, defining the working relations between the parties until the day of signing this agreement are null and void.

10.2 This agreement constitutes the entire agreement between the parties and may only be modified or extended in writing and signing by both parties.

10.3 The parties addresses as to this agreement are as stipulated in the preamble to the agreement, as long as they did not notified otherwise. Any communication sent by registered mail under the addresses stipulated hereinabove will be considered as if it was accepted after 72 hours from the time it was dully posted in the post office and in case of an affirmed hand delivery from the time of delivery.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED BELOW:

מנהל (סע-ישי) בע"מ
New Technologies (SA-YSY) Ltd.
512263955 .ד.ח


New Technologies Corporation (NTC), Ltd.


RECIPIENT