

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
James S. Simon	01/27/2012
RECEIVING PARTY DATA	
Name:	ETView Medical Ltd.
Street Address:	The Trendlines Building, Misgav Business Park
Internal Address:	MP Misgav 20174
City:	Misgav
State/Country:	ISRAEL
Postal Code:	20174
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7052456
Patent Number:	6189533
CORRESPONDENCE DATA	
Fax Number:	3122143110
Phone:	312.214.3775
Email:	dgraeser@gai-ip.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:	Graeser Associates International Inc
Address Line 1:	70 W. Madison
Address Line 2:	Suite 1400
Address Line 4:	Chicago, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	2712
NAME OF SUBMITTER:	Dvorah Graeser
Total Attachments: 9	

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## PATENT LICENSE AGREEMENT

THIS AGREEMENT, effective this 27<sup>th</sup> day, of January 2012, (Effective Date) is entered into by James S. Simon, P.O. Box 726, Tiburon, CA 94920 (hereinafter "LICENSOR") and ETView Medical Ltd., a corporation organized under the laws of Israel with an office at The Trendlines Building, Misgav Business Park, M. P. Misgav 20174, Israel (hereinafter "LICENSEE").

### BACKGROUND

WHEREAS, LICENSOR is the owner of all right, title and interest in U.S. Pat. Nos. 7,052,456 and U.S. 6,189,533 (hereinafter the "Patents").

WHEREAS, LICENSOR desires to transfer to LICENSEE and LICENSEE desires to acquire from LICENSOR an exclusive license to manufacture and market the devices covered by the patent rights in the United States on the terms and conditions set forth in this Agreement.

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

### SECTION 1. DEFINITIONS

1.1. GROSS SALES. "Gross Sales" shall mean <sup>REDACTED</sup>

1.2. SUBLICENSE REVENUE. "Sublicense Revenue" shall mean the aggregate compensation the LICENSEE, or its subsidiaries, receives for Licensed Products by a non-affiliate company.

1.2. PATENT RIGHTS. "Patent Rights" means the Patents and/or related patent applications, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof.

1.3. LICENSED PRODUCT(S). "Licensed Product(s)" means any material, composition, or other product or service, the manufacture, use, import, offer to sell or sale of which would constitute, but for the Patent Right granted to Licensee herein, an infringement of a claim of the Patents (infringement shall include, but is not limited to, direct, contributory, or inducement to infringe).

## SECTION 2. GRANT OF PATENT RIGHTS

In consideration for the royalty to be paid under Section 3, LICENSOR grants to LICENSEE:

- (a) an exclusive, nontransferable license to the Patents including all rights under the Patent Rights; and

REDACTED

## SECTION 3. ROYALTY

3.1. LICENSEE shall pay LICENSOR a royalty payment based upon the Gross Sales of Licensed Product(s) by LICENSEE. Said royalty payment shall be calculated based  
REDACTED

3.2. LICENSEE shall pay LICENSOR a royalty payment based upon SUBLICENSE REVENUE paid to the LICENSEE. Said royalty payment shall be calculated based  
REDACTED

REDACTED

**SECTION 5. TIMING OF ROYALTY PAYMENTS**

REDACTED

**SECTION 6. REPORTS AND RECORDS**

6.1. QUARTERLY REPORT. LICENSEE shall provide a quarterly report to LICENSOR in any quarter in which Quarterly Payments are due.

6.1.1. As to direct sales by LICENSEE, the QUARTERLY REPORT shall show the number of units of Licensed Product manufactured in the U.S. or shipped into the U.S. during each quarter when each quarterly royalty payment is made.

6.1.2 As to SUBLICENSE REVENUE, the QUARTERLY REPORT shall show the number of units of Licensed Product sold by a sublicensee and SUBLICENSE REVENUE received during each quarter when each quarterly royalty payment is made.

6.2. RECORDS. LICENSEE shall keep records of the Gross Sales and SUBLICENSEE REVENUE pursuant to this Agreement in sufficient detail to enable the royalty payment to LICENSOR to be determined.

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6.3. ANNUAL INSPECTION. LICENSEE shall allow LICENSOR's representative, one annual inspection, during regular business hours or at such other times as may be mutually agreeable, to inspect LICENSEE's books and records to the extent reasonably necessary to determine LICENSEE's compliance with the terms of this Agreement.

#### **SECTION 7. OBLIGATIONS OF LICENSOR**

The LICENSOR agrees with the LICENSEE to execute such documents and give such assistance as the LICENSEE may reasonably require:

- (a) to defeat any challenge to the validity of, and resolve any questions concerning the Patent Rights including bringing suit in the name of LICENSOR as attorney-in-fact for LICENSOR;
- (b) to do all that is necessary to vest such protection in the LICENSEE;
- (d) to inform the LICENSEE of all technical information concerning the PATENTS; and
- (e) to supply the LICENSEE with any documents or drawings relevant to the PATENTS.

#### **SECTION 8. REPRESENTATIONS AND WARRANTIES OF LICENSOR**

8.1. LICENSOR represents and warrants to LICENSEE as follows:

- (a) LICENSOR is the sole and exclusive owner of the Patents and the Patent Rights worldwide. No other parties have any right or interest in or to the Patent Rights;
- (b) U.S. Pat. Nos. 7,052,456 and U.S. 6,189,533 have no corresponding or related counterparts anywhere in the world;

- (c) All rights to the Patent Rights, worldwide, are free and clear of all liens, claims, security interests and other encumbrances of any kind or nature;
- (d) The LICENSOR has not granted any licenses to use the Patent Rights to any other parties;
- (e) LICENSOR has the right and power to enter into this Agreement, and has made no prior transfer, sale or assignment of any part of the Patent Rights;
- (f) As of the Effective Date, LICENSOR is not aware of any parties infringing on the patent rights transferred hereunder;
- (g) The technology underlying the Patents of the Patent rights was not procured by the use of confidential information, trade secrets, or in other respects in violation of law, and there is no action, order or proceeding, to the LICENSOR's knowledge, alleging any of the foregoing.

8.2. Each of the warranties and representations set forth above shall be true on and as of the date of Effective Date, as though such warranty and representation was made as of such time. All warranties and representations shall survive closing.

## **SECTION 9. LICENSEE'S OBLIGATIONS**

9.1. INDEMNIFICATION. The LICENSEE agrees to indemnify the LICENSOR and his heirs successors, assigns and legal representatives for liability incurred to persons who are injured as a consequence of the use of Patent Rights by LICENSEE.

REDACTED

**SECTION 11.      MARKING OF INVENTION**

As soon as is practicable after the Effective Date, LICENSEE agrees to affix patent notices to all products or associated packaging as manufactured or sold under the Patent Rights in the United States prior to their sale in accordance with 35 U.S.C. §282.

**SECTION 12.      TERM AND TERMINATION**

12.1. The Term of this agreement is from the Effective Date through the expiration date of the last to expire of the Patents.

12.2. Except as noted in Paragraph 12.1, this Agreement shall remain in full force and effect unless and until termination or cancellation as hereinafter provided.

12.3. If LICENSEE shall at any time default in rendering any of the reports required hereunder, and payment of any monies due hereunder, or in fulfilling any of the other material obligations hereof, and such default is not cured within thirty (30) days after written notice is given by the LICENSOR to LICENSEE, LICENSOR shall have the right to terminate this Agreement by giving written notice of termination to LICENSEE. LICENSEE shall have the right to cure any such default up to, but not after the written notice of termination.

12.4. LICENSOR shall have the right to terminate this Agreement by giving written notice of termination to LICENSEE in the event of any of the following:

- (a) liquidation of LICENSEE;
- (b) insolvency or bankruptcy of LICENSEE, whether voluntary or involuntary; or
- (c) appointment of a Trustee or Receiver for LICENSEE.

12.5. LICENSEE shall have the right to terminate this Agreement, by giving three months notice, or immediately if a court of law determines all of the US patents of the Patent Rights are invalid.



**SECTION 13.      MAINTENANCE FEES AND INFRINGEMENT COSTS**

13.1. MAINTENANCE FEES. LICENSEE shall be responsible for paying all maintenance fees for the Patent Rights until they expire, but shall not be liable for a failure in this regard.

13.2. BRINGING AN INFRINGEMENT LAWSUIT. LICENSEE may bring suit in the name of LICENSEE and as attorney-in-fact for LICENSOR. LICENSEE shall be responsible for all expenses, including but not limited to legal fees, associated with bringing an infringement action involving the Patent Rights. However, the decision to and prosecution of such lawsuit shall be at LICENSEE'S sole discretion.

13.3. NOTIFICATION. LICENSEE and LICENSOR both agree to promptly notify each other of any legal action involving the Patent Rights.

REDACTED

**SECTION 15.      GOVERNING LAW**

This Agreement shall be governed in accordance with the substantive laws of the United States of America as to federal questions and the Commonwealth of Massachusetts as to questions of state law applicable to agreements made and performed wholly in Massachusetts without regard to conflict of laws.

**SECTION 16.      SEVERABILITY**

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16.1. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

16.2. In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction, either party, by written notice to the other party, may revise the provision in question or delete it entirely so as to comply with the decision of said court.

#### SECTION 17. NOTICES UNDER THE AGREEMENT

For the purposes of all written/electronic communications and notices between the parties, their addresses shall be:

REDACTED

#### SECTION 18. ASSIGNABILITY

The parties agree this Agreement imposes personal obligations on LICENSEE. LICENSEE shall not assign any rights under this Agreement without the written consent of LICENSOR which will not be unreasonably denied. LICENSOR may assign all rights hereunder.

## SECTION 19.

ENTIRE AGREEMENT

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the respective dates hereinafter set forth.

LICENSOR:

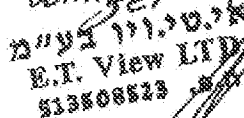
By: Date: 01/27/2012

LICENSEE:

By: Date: Feb 19, 2012

William Edelman CEO

D. Todd Redinger - Chairman

  
E.T. View LTD  
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