

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2775520

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ENGAGEMENT LETTER AND ASSIGNMENT OF ALL INVENTIONS FROM OMRI LAVIE TO COMMUNITAKE TECHNOLOGIES LTD.	
CONVEYING PARTY DATA		
	Name	Execution Date
	OMRI LAVIE	07/22/2009
RECEIVING PARTY DATA		
Name:	COMMUNITAKE TECHNOLOGIES LTD.	
Street Address:	YOKNEAM STAR BUILDING	
Internal Address:	HIGH-TECH PARK, POB 344	
City:	YOKNEAM	
State/Country:	ISRAEL	
Postal Code:	20692	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13201406
CORRESPONDENCE DATA		
Fax Number:	(973)597-6369	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9735972500	
Email:	areinitz@lowenstein.com	
Correspondent Name:	PATENT DOCKET ADMINISTRATOR	
Address Line 1:	LOWENSTEIN SANDLER LLP	
Address Line 2:	65 LIVINGSTON AVENUE	
Address Line 4:	ROSELAND,, NEW JERSEY 07068	
ATTORNEY DOCKET NUMBER:	29472.2	
NAME OF SUBMITTER:	ARIEL REINITZ	
SIGNATURE:	/ariel reinitz/	
DATE SIGNED:	03/19/2014	
Total Attachments: 7		
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July 22, 2009

Omri Lavie
11 Tsabar St.
Haifa 34738

Re: Engagement Letter

Dear Omri,

On behalf of Communitake Technologies Ltd. (the "**Company**"), I am pleased to offer you the position of a member in the Advisory Board of Directors of the Company ("**Advisory Board**" and "**Advisory Board Member**", respectively), as of the date of this letter (the "**Commencement Date**"). This letter outlines the terms of your engagement as an Advisory Board Member. Upon your acceptance of these terms, as indicated below and your execution of this letter in the space provided below, this letter shall be a binding agreement (the "**Agreement**") between you and the Company.

3. Confidentiality & Proprietary Rights. You shall execute the Proprietary Information, Confidentiality, Assignment of Inventions and Non-Competition Undertaking attached hereto as Exhibit A (the "**Undertaking**").

State of Israel, excluding its conflict of law rules, and the competent courts of Tel Aviv-Jaffa shall have exclusive jurisdiction over the parties.

On behalf of the Company, it gives me great pleasure to welcome you as a member of our Advisory Board. I anticipate your leadership and experience will make a key contribution to the Company's success at this critical time in our growth and development.

Sincerely,


Communitake Technologies Ltd.

By: Ronen Sasson
Title: CEO

Acknowledged and agreed to

This 22nd day of July, 2009


Omri Lavie

Exhibit A

Proprietary Information, Confidentiality, Assignment of Inventions and Non-Competition Undertaking

I, the undersigned, Omri Lavie, ID No. 043057272, undertake and confirm to Communitake Technologies Ltd. (the "**Company**") as follows:

General

1. Capitalized terms herein shall have the meanings ascribed to them in the Engagement Letter to which this Exhibit is attached (the "**Agreement**"). For purposes of any of my undertakings toward the Company, the term "Company" shall include its parent company, any subsidiaries and affiliates of the Company. My obligations and representations and the Company's rights under this Exhibit shall apply as of the Commencement Date, regardless of the date of execution of the Agreement.

Confidentiality; Proprietary Information

2. "**Proprietary Information**" means confidential and proprietary information concerning the business and financial activities of the Company, including, without limitation, patents, patent applications, trademarks, copyrights and other intellectual property, and information relating to the same, technologies and products (actual or planned), know how, inventions, research and development activities, inventions, trade secrets and industrial secrets, and also confidential commercial information such as investments, investors, employees, customers, suppliers, marketing plans, works of authorship, materials, programs, software, algorithms, ideas and innovations, business results of the Company and/or its customers, technology, processes, prices, computations, research, techniques, discounts, financial calculations, marketing methods, customer lists, supplier lists, terms of contracts to which the Company is a party, the Company's commercial and financial relationships with third parties, including customers and suppliers in Israel and outside of Israel, professional, technical and commercial data, the Company's business or commercial plans, the Company's short-term and long-term policies, the Company's documents and any other information which the Company considers to be confidential etc., all the above - whether documentary, written, oral or computer generated, whether I became aware of them as a result of my engagement with the Company or otherwise, as well as any other information which I knew or should have known to be confidential information of the Company. Proprietary Information shall also include information of the same nature which the Company may obtain or receive from third parties.
3. Proprietary Information shall not include information that: (i) was known to me prior to my association with the Company, as evidenced by written records; and (ii) is or shall become part of the public knowledge except as a result of the breach of the Agreement or this Exhibit by me or anyone on my behalf; or (iii) reflects general skills and experience, as proved by me.
4. I recognize that the Company received and will receive confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In connection with such duties, such information shall be deemed Proprietary Information hereunder, *mutatis mutandis*.
5. I agree that all Proprietary Information, and patents, trademarks, copyrights and other intellectual property and ownership rights in connection therewith shall be the sole and exclusive property of the Company, and I shall have no rights whatsoever in the Proprietary Information and/or with regard to the Proprietary Information, and I hereby conclusively and irrevocably waive, in my own name and in the name of anyone acting on my behalf, any argument and/or claim and/or demand with regard to and/or in respect of any Proprietary Information whatsoever. Without derogating from the generality of the foregoing, I hereby conclusively and irrevocably assign, for no further consideration, any rights of any kind

whatsoever which I may have (if any) or acquire (if any) in Proprietary Information. At all times, both during the term of engagement and after the termination of the engagement between the parties, I shall have an absolute duty to maintain and safeguard the confidentiality of such information and shall keep in strict confidence and trust all Proprietary Information, and will not use or disclose, show or convey, in full or in part, any Proprietary Information or anything relating to it and not to make any use of Proprietary Information, directly or indirectly, whether for my own benefit or for the benefit of any third party whatsoever, or for any other purpose, without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties under the Agreement.

6. Upon the Company's first request, and in any event upon the termination of my engagement with the Company, for whatever reason, I will promptly deliver to the Company all documents, magnetic media and any other materials of any nature pertaining to my engagement with the Company and/or containing any Proprietary Information, including any copies thereof, will not take with me any such documents, magnetic media and/or materials, including copies thereof, and shall have no right of lien on such documents, magnetic media and/or materials, including copies thereof.
7. My undertakings set forth in Section 1 through Section 6 shall remain in full force and effect after termination of the Agreement, for any reason, or any renewal thereof.

Disclosure and Assignment of Inventions

8. "**Inventions**" means any and all works, works of authorship, design patents, trademarks, trade names, logos, developments, formulas, processes, materials, programs, software, algorithms, ideas, innovations, inventions, improvements, designs, concepts, techniques, methods, systems, processes, know how, computer software programs, databases, mask works and trade secrets, and/or any other thing or matter which may be a subject of intellectual property or quasi intellectual property, whether or not a patent, copyright, design patent or trademark can be obtained in respect thereof; "**Company Inventions**" means any Inventions that are made, conceived developed or first reduced to practice or created by the Company or on behalf of the Company and/or me, whether alone or jointly with others, from the date I first became associated with the Company, or with other employees of the Company, in consequence of my association or engagement with the Company and/or by using the Company's resources, including any Proprietary Information, or alternatively, during the period of my engagement with the Company, and which are related to the field of business of the Company, or to current or reasonably anticipated research and development. For the removal of doubt, the aforesaid shall be applicable whether or not the rights in respect of the Company Inventions are registered, whether or not such rights require registration, whether or not applications were submitted for their registration, whether or not they are in the process of registration, and whether in Israel or outside of Israel.
9. I hereby confirm that all rights that I may have had at any time in any and all Company Inventions, are and have been from inception in the sole ownership of the Company, including during the process of its incorporation, and I hereby conclusively and irrevocably waive, in my own name and in the name of anyone acting on my behalf, any argument and/or claim and/or demand with regard to and/or in respect of any Company Inventions whatsoever. If ever any doubt shall arise as to the Company's rights or title in any Invention and it shall be asserted that I, allegedly, am the owner of any such rights or title, then I hereby irrevocably transfer and assign in whole to the Company without any further royalty or payment any and all rights, title and interest in any and all Inventions. I have attached hereto as Annex A, a complete list of all inventions to which I claim ownerships (the "**Prior Inventions**") and that I desire to remove from the operation of this Agreement, and acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement. The Prior Inventions, if any, patented or unpatented, are excluded from the scope of this Agreement. If, in the course of engagement with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, have made,

modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent. I hereby represent and undertake that none of my previous employers or any entity with whom I was engaged, has any rights in the Inventions or Prior Inventions and such engagement with the Company will not grant any of them any right in the results of the my work.

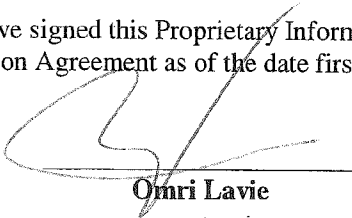
10. I undertake and covenant that I will promptly disclose in confidence to the Company all Inventions deemed as Company Inventions, and to deliver to the Company as soon as possible full details of all such Inventions. I agree and undertake not to disclose to the Company any confidential information of any third party and, in the framework of my engagement by the Company, not to make any use of any intellectual property rights of any third party.
11. I hereby irrevocably transfer and assign to the Company all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention, and any and all Moral Rights (as defined below) that I may have in or with respect to any Company Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Company Invention, even after termination of my work on behalf of the Company. For the removal of any doubt, it is hereby clarified that the provisions contained in Sections 8-12 will apply also to any "Service Inventions" as defined in the Israeli Patent Law, 1967 (the "**Patent Law**"). However, in no event will such Service Invention become my property and the provisions contained in Section 132(b) of the Patent Law shall not apply unless the Company provides in writing otherwise. I will not be entitled to royalties or other payment with regard to any Prior Inventions, Company Inventions, Service Inventions or any of the intellectual property rights set forth above, including any commercialization of such Prior Inventions, Company Inventions, Service Inventions or other intellectual property rights. "**Moral Rights**" mean any rights of paternity or integrity, any right to claim authorship of an invention, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any invention, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".
12. I agree to assist the Company, at the Company's expense, in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, and other legal protections for the Company Inventions in any and all countries. I will execute any documents and perform any action that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Such obligation shall continue beyond the termination of my engagement with the Company. I hereby irrevocably designate and appoint the Company and its authorized officers and agents as my agent and attorney in fact, coupled with an interest to act for and on my behalf and in my stead to execute and file any document needed to apply for or prosecute any patent, copyright, trademark, trade secret, any applications regarding same or any other right or protection relating to any Proprietary Information (including Company Inventions), and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets or any other right or protection relating to any Proprietary Information (including Company Inventions), with the same legal force and effect as if executed by me.

I hereby acknowledge and confirm that my consideration under the Agreement includes full consideration also for any Company Invention as aforesaid, and I shall not be entitled to demand or to receive any additional consideration whatsoever for and/or in respect of Company Inventions as aforesaid including, for the removal of doubt, Service Inventions.

Intent of Parties

18. I recognize and agree: (i) that this Exhibit is necessary and essential to protect the business of Company and to realize and derive all the benefits, rights and expectations of conducting Company's business; (ii) that the area and duration of the protective covenants contained herein are in all things reasonable; (iii) that good and valuable consideration exists under the Agreement or otherwise, for my agreement to be bound by the provisions of this Exhibit; and (iv) that the undertakings contained in this Exhibit, and their fulfillment by me, constituted a main basis for the Company's decision to accept my engagement with the Company.

IN WITNESS WHEREOF I have signed this Proprietary Information, Confidentiality, Assignment of Inventions and Non-Competition Agreement as of the date first hereinabove set forth.



Date: 22/7/09