PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3406918

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AMI KRONENBERG	01/23/2012

RECEIVING PARTY DATA

Name:	NEWCO D.B.A. WELDOBOT LTD.
Street Address:	1 HA'OFE ST.
City:	KADIMA
State/Country:	ISRAEL
Postal Code:	6092000

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14360274

CORRESPONDENCE DATA

Fax Number: (703)621-7155

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7036217140
Email: mailroom@mg-ip.com
Correspondent Name: MUNCY, GEISSLER, OLDS & LOWE, P.C.
Address Line 1: 4000 LEGATO ROAD
Address Line 2: SUITE 310
Address Line 4: FAIRFAX, VIRGINIA 22033

ATTORNEY DOCKET NUMBER:	1075/0106PUS1
NAME OF SUBMITTER:	MARTIN R. GEISSLER
SIGNATURE:	/Martin R. Geissler/
DATE SIGNED:	06/22/2015

Total Attachments: 5
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Waiver, Release and Assignment Agreement

This Waiver, Release and Assignment Agreement ("**Agreement**") is effective as of [] [ ], 2012 and is entered into by and between Mr. ______________, Bearer of Israeli I.d. no. [illegible] whose address is at [illegible] ("**Founder**") and NewCo, a private limited liability company under incorporation in the name Weldobot Ltd. Or similar name, having its principal office with the Officers as defined herein, to be incorporated and held by the Founders ("**NewCo**") for the purpose of developing and monetizing a Robotic pipe-welding system, pending third party investments (the "**Business**").

WHEREAS, Founder might have designed, developed and manufactured, whether by itself or through any third party on its behalf, including, without limitation, its respective shareholders, officers, directors, employees, independent contractors, subsidiaries and affiliates ("**Representatives**"), know-how, technology and deliverables relating to NewCo and/or its Business, including, but not limited to, all specifications, formulas, prototypes, software (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, memoranda, analyses, notes, legal documents and other data, information and materials (in whatever form), and explicitly including any right in provisional patent no. 61563569 (all the foregoing shall collectively be referred to as the "**Deliverables**"); and

WHEREAS, the parties wish to confirm and clarify that ownership of all rights, title and interest in and to the Deliverables IPR (as defined below) vests and shall continue to vest, subject to the following paragraph, in NewCo as of their creation and Founder, on its own behalf and on behalf of its Representatives, waives, releases and forever discharges any claims and/or demands whatsoever, whether in law, in equity or otherwise, in relation thereto, as further detailed herein; and

WHEREAS, the parties wish to further confirm and consent to (a) the transactions contemplated under the Investment Agreement and Shareholders Agreement with potential investors (collectively with any and all transaction documents, the "**Investment Agreements**"); and (b) that the ownership of all rights, title and interest in and to the Deliverables IPR shall vest and shall continue to vest, in NewCo.; (c) each Founder's non-competition and confidentiality undertakings.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Ownership**. All the Deliverables and all Intellectual Property Rights (as hereinafter defined) evidenced by or embodied in and/or attached/connected/related thereto, including, without limitation, any enhancements, modifications and derivatives thereof ("**Deliverables IPR**"), are and have been upon creation thereof, owned wholly and solely by NewCo. Nothing herein shall be construed as granting Founder and its Representatives any right or license in connection with the Deliverables IPR (including without limitation any moral rights and any right to receive royalties or any consideration whatsoever in connection therewith, whether in respect of service inventions under the Israeli Patent Law 5727-1967 or otherwise). Founder on its behalf and on behalf of its

Representatives hereby waives, releases and forever discharges any claims and/or demands whatsoever, whether in law, in equity or otherwise, in relation to the Deliverables IPR, including without limitation any moral rights and any rights to receive royalties or any consideration, whether in respect of service inventions under the Israeli Patent Law 5727-1967 or otherwise. "**Intellectual Property Rights**" means all right, title and interest in and to all proprietary rights arising from or associated with the following, whether protected, created or arising under the Laws of the United States, Israel, any other jurisdiction or any treaty regime or under any international convention: (i) trade names, trademarks, corporate names, brands, and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and applications (including intent to use applications) to register any of the foregoing, together with the goodwill associated with any of the foregoing (collectively, "Marks"); (ii) patents and patent applications, including continuations, divisionals, continuations-in-part, extensions, reexaminations, renewals, substitutions and reissues, and patents issuing thereon (collectively, "Patents"); (iii) copyrights (registered and unregistered) and applications for registration and works of authorship (collectively, "Copyrights"); (iv) trade secrets, discoveries, innovations, formulae, software, know-how, inventions, methods, processes, technical data, specifications, research and development information, technology, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other Persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, "Trade Secrets"); (v) moral rights, publicity rights, data base rights and any other proprietary or intellectual property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets; and (vi) rights analogous to those set forth herein and any other proprietary rights relating to intangible property. Nothing herein shall be deemed as to imply or admit any specific (or at all) contribution of the Founder to any of NewCo's Deliverables, IPR Deliverables or other Intellectual Property Rights.

2. **Representations and Warranties**. Without derogating from any representation made under the Asset Purchase Agreement or any other Transaction Document, Founder hereby represents, warrants and declares, on its behalf and on behalf of its Representatives, that: (i) there are no restrictions, limitations, contractual or statutory obligations or restrictions or any other factor whatsoever which prevents or restricts, or are likely to prevent or restrict, Founder or its Representatives from fulfilling all obligations and providing the representations and warranties under this Agreement; (ii) the Deliverables IPR do not and will not infringe any third party Intellectual Property Rights; (iii) in respect of all Intellectual Property Rights developed in connection with the Deliverables IPR, Founder has obtained agreements with its any third party involved in the creation thereof sufficient to protect NewCo's and, following the APA Closing, NewCo's ownership therein as set forth herein; (iv) the Deliverables do not and will not contain any: (a) third party open source software; (b) any third party rights and/or

licenses; (c) viruses, worms, trojan horses and other disabling or damaging codes. Founder shall defend, indemnify and hold harmless NewCo and their respective officers, directors, employees, shareholders, customers, agents, affiliates, successors and assigns (collectively, "**Indemnified Persons**") from and against any and all loss, damage, settlement or expense (including reasonable legal expenses) against any Indemnified Persons arising out of breach of the representations and warranties set forth herein.

3. Assignment. If by operation of law any of the Deliverables IPR are not owned by, and have not been transferred to NewCo in their entirety automatically upon their creation, then Founder hereby assigns, and undertakes and to ensure that its Representatives assign, to NewCo the ownership in and to such Deliverables IPR. Founder undertakes to, and shall ensure its Representatives undertake to, execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as NewCo and/or its designees may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing said assignment.

4. Covenant Not To Compete. Founder agrees that as long as it is a shareholder in NewCo and until the fourth (4) anniversary after ceasing to be a shareholder of NewCo, unless acting in accordance with NewCo's prior written consent, Founder shall not, and shall not permit any affiliate thereof, directly or indirectly, to compete with the Business of NewCo (whether carried out by NewCo, its current and future controlling shareholders or any affiliate of any of the foregoing), as set herein, including as a shareholder, employee, consultant or otherwise. This Clause 4 shall survive the termination of this Agreement for any reason and shall be severally and independently binding; Founder expressly acknowledges that the limitation with respect to the Business without any geographical limitation is reasonable and necessary to protect the legitimate business interests of NewCo. Further, Founder acknowledges that the Founders and/or NewCo would not consummate the transactions contemplated, including in the Investment Agreements, without receiving this executed Agreement and that any geographic restriction or other any other additional restriction would not adequately protect NewCo.

(a) Without derogating of the foregoing, Founder shall not, and shall not permit any affiliate thereof, directly or indirectly, personally or through others, encourage, induce, attempt to induce, solicit or attempt to solicit (on Founder's own behalf or on behalf of any other Person) any employee or independent contractor engaged in the Business (regardless of whether such employee or independent contractor is employed or engages by NewCo or any current or future affiliate thereof), to leave or to breach his/ her/ its employment or engagement.

(b) Without derogating from the generality of the provisions of Section 4 above, Founder shall not, and shall not permit any affiliate thereof, solicit any Customer in connection with the marketing or sale of any product or services relating to the Business. The term "**Customer**" means any client or customer of the Business (regardless of whether the counter party is NewCo or any affiliate thereof) during the Term that purchased products or services relating to the Business.

5. Appointment. For the purpose of (a) negotiating in the name of the Founders, under the agreed holding ratios as set herein, and (b) In the event NewCo or its designee is unable for any reason, after reasonable effort, to secure Founder's or its Representatives' signature on any document required in connection with the Agreement and/or this agreement and/or the execution of the transaction; (c) for the incorporation of NewCo; Founder hereby, and shall ensure that each Representative, irrevocably designates and appoints NewCo and its duly authorized officers: Mr. Omer Einav or Mr. Danny Spirtus ("**Officers**"), and/or their agents, as its agent and attorney in fact, which appointment includes, without limitation, the right to act for and in Founder's or its Representatives' (as the case may be) behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes herein with the same legal force and effect as if executed by Founder and/or its Representatives, as the case may be.

6. Representation; Signatory Rights. Founder hereby appoints the Officers to continue to negotiate the Investment Agreements in the name of the Founders and NewCo, in accordance with their sole discretion. The signature of either of the Officers in the name of NewCo shall be inure and binding in any and all ways, including in the bank accounts of NewCo.

   Without derogating of the foregoing, this agreement shall be deemed as the shareholders approval to the Investment Agreements in the general assembly of the shareholders of NewCo, provided that the Investment Agreements have not materially changed (except where beneficial) from the draft attached hereto as inseparable part of this Agreement.

7. Confidentiality and Return of Deliverables IPR. Founder acknowledges that all information concerning NewCo, its business and/or the Deliverables IPR that is not generally known to the public is deemed confidential information ("**Confidential Information**"). Founder shall and shall ensure that its Representatives will take all appropriate steps to protect such Confidential Information from unauthorized disclosure, that it will not disclose such Confidential Information to any third party, and that it will not use any such Confidential Information. Upon execution hereof, Founder shall and shall ensure its Representatives: (i) deliver and return to NewCo any materials in connection with the Deliverables IPR and all Confidential Information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored), and if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide a certification, in writing, executed by an appropriate officer of Founder or its representative (as the case may be), that it has retained no copies of the Deliverables IPR or any information relating thereto on any media and that it has retained no notes or other embodiments of the information contained therein.

8. **Miscellaneous.** (a) This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Israel, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the competent courts residing in Tel Aviv and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. (b) Failure by NewCo to enforce their respective rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. (c) Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. (d) If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, each illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable. (e) Any breach of this Agreement will cause irreparable harm to NewCo, for which damages would not be an adequate remedy, and, therefore, NewCo will be entitled to injunctive relief with respect thereto in addition to any other remedies.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized officer or representative.

Founder	NewCo
Mr. Ami Kronenberg	Company
By:	By: Mr. Omer Einav, Daniel Spirtus
Title:	Title: