

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3474786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALEXANDER BILCHINSKY	08/03/2010
ERAN BEN-SHMUEL	08/03/2010
RECEIVING PARTY DATA	
Name:	RF DYNAMICS LIMITED
Street Address:	MINTFLOWER PLACE, 4TH FLOOR
Internal Address:	8 PAR-LA-VILLE ROAD, P.O.BOX HM3399 HMPX
City:	HAMILTON
State/Country:	BERMUDA
Postal Code:	HM08
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13696003
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<i>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.</i>	
Phone:	571-203-2700
Email:	jean.meadows@finnegan.com
Correspondent Name:	FINNEGAN HENDERSON FARABOW
Address Line 1:	11955 FREEDOM DRIVE
Address Line 4:	RESTON, VIRGINIA 20190
ATTORNEY DOCKET NUMBER:	11254.0051-00000
NAME OF SUBMITTER:	GANG (GAVIN) YE
SIGNATURE:	/Gang Ye/
DATE SIGNED:	08/07/2015
Total Attachments: 9	
source=11254-0051 Memorialization and Release#page1.tif	
source=11254-0051 Memorialization and Release#page2.tif	
source=11254-0051 Memorialization and Release#page3.tif	
source=11254-0051 Memorialization and Release#page4.tif	

source=11254-0051 Memorialization and Release#page5.tif
source=11254-0051 Memorialization and Release#page6.tif
source=11254-0051 Memorialization and Release#page7.tif
source=11254-0051 Memorialization and Release#page8.tif
source=11254-0051 Memorialization and Release#page9.tif

MEMORIALIZATION AND RELEASE

This MEMORIALIZATION AND RELEASE (the "Agreement"), dated August 3, 2010, is entered into by and among Eran Ben-Shmuel, Israel ID# 033884396 ("EBS"); Alexander Bilchinsky, Israel ID# 301923983 ("AB"); and RF Dynamics Limited, an exempted limited liability company organized under the laws of Bermuda ("RFD"). Each of RFD, EBS and AB may be referred to herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS, the Parties are party to certain other past and/or current agreements, (including employment agreements with RF Dynamics (Israel) Ltd. ("RFD ISR"), a wholly owned subsidiary of RFD, dated March 1, 2008 and effective as of February 1, 2007 (the "Employment Agreements")), transactions, communications and understandings with one or more of the other Parties (or with one or more third parties) regarding, or otherwise relating to, the ownership of certain intellectual property relating to energy transfer to objects using electromagnetic waves, pursuant to which agreements, transactions, communications and understandings, good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) was exchanged among the Parties;

WHEREAS, the Parties desire to memorialize and confirm in a single coherent legal document such agreements, transactions, communications and understandings (except to the extent specifically set forth hereunder);

NOW THEREFORE, the parties, intending to be legally bound, agree, declare and acknowledge as follows:

1. Definitions. As used in this Agreement,

- (a) "Affiliate" means any entity controlled by, controlling, or under common control with a Party. For purposes of this definition only, "control" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control will be presumed to exist when a person, organization or entity (a) owns or directly controls fifty percent (50%) or more of the outstanding voting stock or other ownership interest of the other organization or entity or (b) possesses, directly or indirectly, the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the other organization or entity.
- (b) "Patent Validity Period" means the period from the date hereof until the expiration of the last-to-expire claim of a patent or patent application claiming RFD Intellectual Property Rights.
- (c) "RF Technology" means any and all technology, inventions, discoveries, developments, materials, methods, processes, analyses, formulae, data and other results relating to energy transfer to objects using electromagnetic waves including, without limitation, for the purpose of thawing, heating, cooking, drying, freeze-drying or freeze control.

- (d) "RFD Technology" means any RF Technology developed, made or conceived by or on behalf of EBS and/or AB (whether alone or in conjunction with others): either (i) either prior to the date hereof, or thereafter during their respective engagement period with RFD ISR pursuant to their Employment Agreements; or (ii) if so developed, made or conceived after the termination of engagement pursuant to their Employment Agreements, solely to the extent assignable to the Company by either EBS and/or AB during an additional 12-month period following termination of such engagement, in accordance with and pursuant to the provisions of Section 6 of the "Confidentiality, Non-Compete and Proprietary Rights" undertaking attached as Appendix B to each of EBS' and AB's respective Employment Agreement with RFD ISR.
- (e) "RFD Intellectual Property Rights" means any form of RFD Technology and intellectual property rights with respect to the RFD Technology, including but not limited to patents, patent applications, patent disclosures and related patent rights (including any continuations, divisions, reissues, reexaminations, renewals, or extensions thereof and including without limitation, the relevant patents and patent applications set out in Schedule A), know how, inventions, trademarks, designs, design rights, service marks, copyrights, mask work rights, moral and economic rights, and rights to sue or make any claims for any past, present or future infringement, misappropriation or unauthorized use of any of the foregoing rights and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the foregoing rights. Notwithstanding the foregoing, "RFD Intellectual Property Rights" does not include the intellectual property rights owned by Drosera Ltd. with respect to that certain invention relating to the use of electromagnetic energy in open space for military or security purposes, as disclosed in Israel Patent Application 184672, filed July 17, 2007.
2. **Ownership.** Each of EBS and AB (on his own behalf, and, if applicable, on behalf of all Affiliates of such Party) acknowledges that: (i) as between the Parties, the entire, right, title and interest in and to any and all of the RFD Intellectual Property Rights belong solely and exclusively to RFD, (ii) as between the Parties, all right to exploit and develop the RFD Intellectual Property Rights belongs solely and exclusively to RFD, and no other Party shall have any right or interest therein or any license to exploit any rights thereof, and (iii) the salary and benefits to EBS and AB under their respective employment agreements with RF Dynamics (Israel) Ltd., and the shares issuable in RFD (including pursuant exercise of options issued as of the date hereof, to the extent exercised in accordance with their terms, and including if the rights to such issuance were previously transferred by such Party to third parties) to each of EBS and AB include any consideration any of them may be entitled to for RFD Technology generated by him (or with his assistance or contribution), inter alia, in accordance with Section 134 of the Patents Law, 5727-1967, and neither EBS nor AB shall be entitled to receive any additional consideration in this respect whatsoever.
3. **Assignment.** Each of EBS and AB hereby confirms that he either has duly assigned, or, to the extent not previously duly assigned, irrevocably hereby assigns, to RFD or its designee(s) all of his right, title and interest in and to any and all RFD Intellectual Property Rights whether or not patentable or registrable under copyright or similar statutes. During the Patent Validity Period, each of EBS and AB will assist RFD in every proper way to obtain and enforce any RFD Intellectual Property Rights in any and all countries. To that end, during the Patent Validity Period, each of EBS and AB will execute, verify and

deliver such documents and perform such other acts (including appearances as a witness) as RFD may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing RFD Intellectual Property Rights and the assignment thereof. In addition, during the Patent Validity Period, each of EBS and AB will execute, verify and deliver assignments documents of such RFD Intellectual Property Rights to RFD or its designee.

In the event that RFD is unable for any reason, after making a reasonable commercial effort, to secure the signature of EBS and AB on any document needed in connection with the actions specified in the preceding paragraph, each such Party hereby irrevocably designates and appoints RFD and its/his duly authorized officers and agents during the Patent Validity Period as the applicable Party's agent and attorney in fact, which appointment is coupled with an interest and for the benefit of third parties, to act for and in such Party's behalf, as applicable, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by the applicable Party.

4. **Release and Waiver.** Each of EBS and AB hereby irrevocably and unconditionally (i) releases, waives and relinquishes any right, title or interest in or to the RFD Intellectual Property; (ii) releases, waives and relinquishes any right, title or interest in or to any license to any RFD Intellectual Property; and (iii) releases and waives all actions, claims, suits, demands, rights, interests or remedies that it ever had, may now have or may later assert or have against RFD or its successors or assigns regarding the ownership of or economic rights to any RFD Intellectual Property Rights.
5. **Representations and Warranties.** Each of the undersigned executing this Agreement on behalf of a corporate party represents and warrants that s/he has the requisite authority to execute and deliver this Agreement on behalf of such Party. Each of the Parties hereto represents and warrants that (a) to the extent a corporate party, the execution, delivery and performance of this Agreement by such Party and its compliance with the provisions hereof have been duly authorized by all necessary corporate action of such Party, and no other corporate proceedings are necessary to authorize this Agreement by such Party or to cause such Party to comply with its provisions; and (b) this Agreement constitutes a valid and binding obligation of such Party enforceable against such Party in accordance with its terms.
6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, oral or written proposals, and all other communications between the Parties with respect to such subject matter hereof. Notwithstanding the foregoing, nothing contained herein shall in any manner derogate or preclude the provisions of each of the respective Employment Agreements between either EBS and/or AB with RFD ISR, except that in any event of contradiction between the specific

provisions hereof and such existing Employment Agreements, the provisions hereof shall prevail.

8. **Miscellaneous.** The terms of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel applicable to contracts formed and entirely performed therein, and the Parties submit themselves to the exclusive jurisdiction of the competent courts in Tel Aviv.

[signature page next]

Memorialization and Release -- BBS & AB

IN WITNESS WHEREOF, the parties hereto, individually, or through their authorized officers, have executed this MEMORIALIZATION AND RELEASE as of the date first above written.

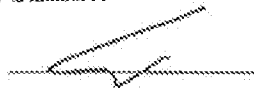
Alex Bilchinsky

Signature: _____



Eran Ben-Shmuel

Signature: _____

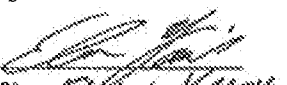


RF Dynamics Limited

By: _____

Name: _____

Title: _____



ERAN YALSH
CFO

Memorialization and Release -- EBS & AB

Schedule A

[attached]

