

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SIANO MOBILE SILICON LTD. | 09/19/2016 |
| RECEIVING PARTY DATA | |
| Name: | THERANICA BIO-ELECTRONICS LTD. |
| Street Address: | 45 HA-MELAKHA STREET |
| City: | NETANYA |
| State/Country: | ISRAEL |
| Postal Code: | 4250574 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Application Number: | 62102606 |
| Application Number: | 62119827 |
| Application Number: | 62111705 |
| Application Number: | 62108077 |
| Application Number: | 62221146 |
| Application Number: | 62239909 |
| Application Number: | 14992046 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)293-7860 |
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| Address Line 4: | WASHINGTON, D.C. 20037 |
| ATTORNEY DOCKET NUMBER: | ID017716 |
| NAME OF SUBMITTER: | JODY L. ROSENBERG |
| SIGNATURE: | /Jody L. Rosenberg/ |
| DATE SIGNED: | 09/19/2016 |

Total Attachments: 18

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Confirmatory Patent Assignment

This Confirmatory Patent Assignment ("Assignment") is by and between SIANO MOBILE SILICON LTD., P.O. Box 3525, Kfar Netter, Israel 4059300 by the Receiver of its assets Mr. Ronen Matry, Adv. ("Assignor" and "Receiver" respectively) on one hand, and THERANICA BIO-ELECTRONICS LTD., 45 Ha-Melakha Street, Netanya, 4250574, Israel ("Assignee") on the other hand.

Whereas, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee that was approved by the Israeli court on August 15, 2016 (the "Asset Purchase Agreement") the Assignor agreed to transfer, sell and assign to Assignee 100% right, title and interest in and to its Intellectual Property listed in the attached Appendix ("Exhibit A") obtained by one or more of (1) an assignment executed by the inventor(s) and recorded with the USPTO, (2) by assignment of another company and recorded with the USPTO, (3) by name change recorded with the USPTO and (4) by merger recorded with the USPTO; and

Now therefore, for valuable consideration, receipt whereof is hereby acknowledged,

Assignor, hereby confirms having assigned, transferred, convey, and delivered to the Assignee, its successors and assigns, the entire right, title and interest in the Intellectual Property listed in Exhibit A, including all divisions, and continuations thereof, and all Letters Patent of the United States that may be granted thereon, and all reissues thereof, and all countries foreign thereto, including rights of priority under the International Convention of Paris (1883) as amended, including the right to claim priority under 35 U.S.C. §119, and Assignor requests the Director of the U.S. Patent and Trademark Office to issue any Letters Patent granted upon the invention set forth in the applications listed in Appendix A to the Assignee, its successors and assigns; and Assignor hereby agrees that the Assignee may apply for foreign Letters Patent on the invention listed in Appendix A. This Assignment is made on an "as is" basis, without any representation or warranty. In the event that any provisions of this Assignment are deemed to conflict with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern (with the exception of the filing dates of the applications, the filing dates presented in Appendix A being the correct filing dates of the applications).

Nothing in this Assignment shall generate and/or incur any pecuniary liability or obligations upon the Receiver. The Receiver is acting solely in his capacity as the Court appointed Receiver of the assets of the Assignor and not personally and shall bear no personal liability.

IN WITNESS WHEREOF, SIANO MOBILE SILICON LTD. has executed this Confirmatory Assignment by proper persons duly authorized.

Date: 19.9.2016

s/

Name of Person Signing:

Title of Person Signing:

(Legalization not required for recording but is prima facie evidence of execution under 35 U.S.C. §261)

Appendix

(EXHIBIT A)

1. US Provisional Application No. 62/102,606 filed January 13, 2015
2. US Provisional Application No. 62/119,827 filed February 24, 2015
3. US Provisional Application No. 62/111,705 filed February 04, 2015
4. US Provisional Application No. 62/180,077 filed June 16, 2015
5. US Application No. 14/992,046 filed January 11, 2016
6. US Provisional Application No. 62/221,146 filed September 21, 2015
7. US Provisional Application No. 62/239,909 filed October 11, 2015
8. PCT Application No. PCT/IB2016/050104 filed January 11, 2016
9. PCT Application No. PCT/IB2016/050925 filed February 22, 2016
10. PCT Application No. PCT/IB2016/050543 filed February 03, 2016
11. PCT Application No. PCT/IB2016/053463 filed June 13, 2016

רוגן מסרי, עריד
כונס נכסים לנכסי
סיאנו סובייל סליקון בע"מ

ASSET PURCHASE AGREEMENT

Signed on July 19, 2016

By and between

Ronen Matry, Adv.
In his capacity as Receiver of the assets of
Siano Mobile Silicon Ltd. (in Receivership)

and

Theranica Bio-electronics Ltd.
Registration No. 51-541905-9
(the "Buyer")

Whereas On January 31, 2016, a receivership order was issued by the Tel Aviv Jaffa District Court in Israel with respect to Siano Mobile Silicon Ltd. (the "Company") (Case No. 60905-01-16) and Adv. Ronen Matry was appointed as a receiver on the assets of the Company (a copy of the order is attached as Appendix A of this Agreement) (the "Receiver"); and

Whereas the Receiver is authorized to seek a buyer for all or any portion of the Company's assets; and

And whereas the Receiver wishes to sell to the Buyer, the Company's assets identified in Appendix B (the "Purchased Assets"), and the Buyer wishes to purchase the Purchased Assets, all subject to the terms and conditions set forth herein, which conditions, include, inter alia, the receipt of the prior approval of the Court.

Now, therefore, it is stipulated, declared and agreed between the parties as follows:

1. General

- 1.1. The preamble to this Agreement and any and all exhibits and appendixes attached hereto constitute an integral part of the Agreement.
- 1.2. The headings of the sections used in this Agreement (including headings of all exhibits and appendixes attached hereto) are for convenience and orientation purposes only and shall not affect the construction thereof.
- 1.3. In this Agreement and the schedules and appendixes attached hereto, unless the context otherwise requires, the following terms shall have the meaning set forth opposite them:

"Business Day": means the day in which the banks in Israel are open and execute foreign exchange transactions;

"Closing": shall have the meaning ascribed to such term in Section 4.1 below;

"Closing Date": means the date of the Closing;

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| "Company": | shall have the meaning ascribed to such term in the preamble to this Agreement; |
| "Court": | the Tel-Aviv Jaffa District Court in Israel that supervises the Company's Receivership (Case No. 60905-01-16); |
| "Condition Precedent": | shall have the meaning ascribed to such term in Section 7 below; |
| "Consideration": | shall have the meaning ascribed to such term in Section 3.1 below; |
| "Dollar": | U.S.A dollars; |
| "Receiver": | shall have the meaning ascribed to such term in the preamble to this Agreement; |
| "Law": | means Israeli law; |
| "Purchased Assets": | shall have the meaning ascribed to such term in the preamble to this Agreement. |
| "Plenus Group": | shall mean, jointly, Plenus II, Limited Partnership, Plenus II (D.C.M), Limited Partnership, Plenus III, Limited Partnership, Plenus (D.C.M) III, Limited Partnership, Plenus III (2), Limited Partnership and Plenus III (C.I.) L.P., Cayman Limited Partnership 22326. |

2. The Purchase Transaction

- 2.1. Subject to the terms and conditions set forth herein, the Buyer shall purchase from the Receiver and the Receiver shall sell to the Buyer, at the Closing, the Purchased Assets, on an "As-Is" and "Where-Is" basis, against payment by the Buyer of the Consideration, in full.
- 2.2. The Purchased Assets shall not include the following assets (the "Excluded Assets") :
 - (1) any asset of the Company that is not specifically identified in Appendix B
 - (2) the MDTV Business and related equipment and any technology and/or products, and all rights, including intellectual property rights related to the foregoing
 - (3) the rights of all claim of the Company and the Receiver against third parties in respect of events, actions, and / or causes that were created before the Closing Date, including claims, if any, of the company and / or the Receiver and / or to the Company's creditors towards the Board of Directors of the Company and / or any of its officers, and / or any of the shareholders of the Company and / or any other party relating to the Company and / or the management of the Company for the period until the Closing Date, as defined below;
 - (4) tax losses accumulated by the Company, if any;
 - (5) all funds in the Receivership account and all the rights of the Receiver to receive funds from any engagement and/or activity made by the Company prior to the Closing Date and/or by the Receiver, including checks and/or instalments and/or receivables for sales made prior and/or during The Receivership Period and / or checks collected and / or received by The Receiver and / or the Company during the Receivership Period (even if they relates to purchases and / or debts which were created before the Receivership Period)
 - (6) the Company's fixed assets including electronic, computerization and office

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equipment other than the fixed assets specifically identified in Appendix B. The Purchased Assets shall further not include any past liabilities of the Company generated prior to the Closing Date except as expressly set forth herein.

- 2.3. When purchased, the Purchased Assets shall be free and clear of any lien and/or third party right pursuant to Article 34a of the Israeli Sales Law, 5728-1968, except for liabilities accumulated (if accumulated) in connection with the intellectual property (patent renewal and maintenance fees, etc.) and other customary rights which may have been granted by the Company in the ordinary course of business (escrow deposit rights, etc.).

Without derogating from the above, it is hereby clarified that the Receiver has not conducted an examination of the assets of the Company, their status, validity etc.

- 2.4. For the avoidance of doubt, Buyer shall not have any liability whatsoever relating to, or arising as a result of, acts, omissions or occurrences dating prior to the Closing Date in connection with the Purchased Assets or with the Company, its affiliates, its directors, officers, shareholders, employees, the Receiver, or any third parties, including without limitation: (i) claims of third parties in respect of events, actions, and / or causes that were created before the Closing Date; (ii) product liability claims as a result of occurrences dating prior to the Closing Date; (iii) liabilities or debts to tax authorities or other governmental authorities worldwide; or (iv) liabilities, debts to or claims of, employees of the Company (including any of its affiliates).

3. The Consideration/Payment of the Consideration

- 3.1. In return for the Purchased Assets the Buyer shall pay the Receiver, at the Closing, an amount equal to US\$2,000,000 by way of assumption of a debt of the Company to the Plenus Group, plus VAT, if applicable, (the "Consideration") against delivery of a value added tax invoice.

As set forth herein (and except to the extent provided for otherwise herein), the Purchased Assets are purchased on an "As-Is" basis and, therefore, the Buyer shall not have any claim (including for discount from the Consideration) if it turns out that any of the assets have expired, does not exist, is up for renewal, renewal fees are due, and the Consideration shall not be affected in any manner due to the above.

- 3.2. On the date which is 1 (one) day following the date on which the Receiver informs the Buyer in writing of the fulfilment of all Closing conditions (i.e. - the receipt of Court approval more fully set forth below) or, if such date is not a day in not a Business Day, then on the first Business Day thereafter (such date, the "Payment Date"), the Buyer will pay the Receiver the Consideration by assigning to the Buyer a part of the Company's debt towards Plenus Group at the sum equal to the Consideration (without the VAT amount). It is agreed that the debt assignment to the Buyer shall be made without any need to any additional agreements and/or other legal or other documents by the parties hereto.
- 3.3. It is agreed that the VAT amount will be paid by the Buyer to the Receiver by transferring the Buyer's credit balance in the Israeli VAT authorities (in a sum equal to the VAT amount) in favour of the Company, in a way that will make it unnecessary for the Receiver to transfer to the Israeli VAT authorities the VAT amount for the sale of

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the Company's assets pursuant to this Agreement ("הסדר ההסדרה", the "VAT Arrangement").

- 3.4. Promptly after the execution of this Agreement, the Buyer (with the assistance of the Receiver) will approach the Israeli VAT authorities in order to obtain a written confirmation clearly indicating that the VAT Arrangement is accepted by the Israeli VAT authorities (the "VAT Approval").
- 3.5. Notwithstanding the above, it is agreed that with respect to the contracts listed in Appendix C with the third party vendors named therein, the Buyer is required to enter into agreements with such vendors in order to allow the Buyer the ability to enjoy the Purchased Assets including such contracts, and as such, within 7 (seven) days from the time that the Buyer will provide the Receiver copies of such agreements with said vendors, the Receiver will transfer to the Buyer an amount representing 50% of the payments required to be paid by the Buyer to such vendors but in any case not more than an aggregate amount of US\$167,500 to all of such vendors.

4. Closing

- 4.1. Without derogating from the provisions herein (including, inter alia, the Conditions Precedent) and subject to the provisions of Section 3 above - once obtaining the VAT Approval, the Receiver shall promptly transfer the Purchased Assets to the Buyer at the Closing (the "Closing").
- 4.2. A written confirmation from the Receiver to the Buyer to receive possession of the Purchased Assets will be regarded as a transfer of the possession of the Purchased Assets and an actual transfer shall not be necessary. The Receiver will also provide the Buyer with a power of attorney to take all those actions and execute all documents on the Company's behalf required in order to give effect to the transfer of ownership/title and/or exclusive possession of the Purchased Assets to the Buyer.
- 4.3. The transfer of ownership and title to the Purchased Assets to the Buyer shall be carried out by, and shall be the responsibility of the Buyer, and the Buyer will bear all costs and expenses associated with such transfer of rights/title to the Purchased Assets to the name of the Buyer. Without derogating from the foregoing, the Receiver undertakes to execute any document or instrument reasonably requested by the Buyer, in writing, in order to give effect to such transfer (including any formal confirmations); provided that the Buyer will bear costs and expenses, if any, incurred by the Receiver in connection with such execution, and provided further that such action will not result in the Receiver incurring any liability or obligations unless expressly permitted herein or otherwise expressly agreed to by the Receiver in writing.

5. Representations and Undertakings of the Buyer

The Buyer hereby represents and undertakes as follows:

- 5.1. It was given an opportunity to examine the Purchased Assets and the Business Plans, either on its own or using experts and advisors on its behalf, including the examination of the quality, value and legal status of the Purchased Assets and has found such Purchased Assets to be suitable for its needs and, therefore, the Buyer waives any claims with respect thereto, including, inter alia, claims of incompatibility.

By: *Therania*

- 5.2. It is entering into this Agreement based on the aforementioned examination of the Purchased Assets and is aware that the purchase transaction contemplated in this Agreement is consummated within the framework of receivership proceedings under the Law and that the validity of this Agreement is conditional, inter alia, upon the receipt of Court approval, as detailed in Section 7 hereinafter.
- 5.3. It is aware that the Purchased Assets are sold in the state in which they will be on the date when they are delivered into the Buyer's possession and in their present location ("AS IS", "WHERE IS"). It is purchasing the Purchased Assets, based on the aforementioned examination, without relying on (and, therefore, may not claim it relied on) any representations of the Receiver and/or any representatives or others acting on the Receiver's behalf, except for the explicit representations and undertakings of the Receiver set forth in this Agreement. It is aware that the Receiver has no responsibility as to the scope and quality of the Purchased Assets. Any change and/or incompatibility between the Buyer's appraisals to the situation in practice are on the sole responsibility of the Buyer and the Receiver shall not have any responsibility in this matter. The Buyer hereby waives any claim and/or suit against the Receiver and/or his representative in all matters relating to the quality of the Purchased Assets, including any defect and/or fault and/or unsuitability (whether it is aware of these at the date this contract is signed by it or not) and/or deficiency and/or any other claim in relation to the Purchased Assets and to the scope of the rights incorporated therein.
- 5.4. It is aware that the Receiver operated the Company during the receivership period and is currently partially operating the Company's business (after the employment of the Company's employees in the receivership period was terminated in May 31, 2016) in accordance with business plans prepared by the Receiver (the "Business Plans") and the Buyer will not have any claim against the Receiver (in his capacity as a Receiver or personally) and/or against the Company in connection with any assurance, representation, undertaking or warranty made, if made, in relation to any matter connected directly or indirectly with the management and/or operation of the Company during the Receivership Period and the Buyer hereby irrevocably waives any such claims, except for the explicit representations and undertakings of the Receiver set forth in this Agreement.
- 5.5. It shall not have any claims whatsoever against the Receiver and/or the Company and/or representatives and/or third parties acting on behalf of the Receiver with respect to the Purchased Assets and the Receiver and/or any of its representatives or others acting on its behalf and/or the Company shall have no liability towards the Buyer with respect to the Purchased Assets other than the undertaking set forth in Section 4.1 above.
- 5.6. It is aware that the Purchased Assets do not include funds of the Company or the Receiver nor do they include any other asset of the Excluded Assets.
- 5.7. It is aware that the rights regarding the agreements with customers of the Company or its affiliates (or any liabilities in connection therewith) are transferred in their present location (AS IS WHERE IS). Accordingly, the Buyer is aware that purchasing the Purchased Assets does not necessarily mean that previous customers of the Company or its affiliates would continue any business relations with the Buyer and the Buyer shall have no claim against the Receiver should previous customers of the Company or its affiliates elect not to continue or enter into any business relations with the Buyer.
- 5.8. It is aware that in this Agreement and the transactions contemplated herein the Receiver is acting solely in his capacity as the Court appointed receiver and that the Receiver has

no responsibility personally or otherwise, as to the scope and nature of the rights included in the Purchased Assets and, therefore, the Buyer will not have any claims or demands against the Receiver, personally.

- 5.9. It is a duly organized and validly existing company under the laws of Israel. It has full capacity and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby without the necessity of any act or consent which had not been obtained on or prior to the date first above written. The execution, delivery and performance by the Buyer of this Agreement and each and every document and instrument provided for herein have been duly authorized and approved by the Buyer's Board of Directors. This Agreement and each and every other document and instrument to be executed, delivered and performed by the Buyer in connection herewith, constitute the valid and legally binding obligations of the Buyer enforceable against it in accordance with their respective terms.

6. Deleted

7. Conditions Precedent - Receipt of Court Approval

Without derogating from any other conditions to Closing set forth herein, this Agreement and all the obligations of the parties hereunder are conditional upon the Court approving this Agreement (the "Conditions Precedent"). Accordingly, the following steps shall be taken:

- 7.1. Once the Buyer and Receiver agree on the final form of this Agreement and all exhibits and appendixes attached hereto, the Buyer will execute this Agreement.
- 7.2. Once this Agreement is executed by the Buyer, the Receiver shall promptly submit to the Court a petition for approval of the Agreement and the transactions contemplated herein. Upon the Court's approval of this Agreement, the Receiver shall execute this Agreement and deliver a countersigned copy to the Buyer.
- 7.3. If the Court shall ultimately (i.e., after exercise of appeal proceedings, if available) refuse to approve this Agreement and the transactions contemplated herein (the "Court's Approval"), the Receiver will not sign this Agreement and it will be considered as void and null. If the Court approval is not received by September 1, 2016, then this Agreement will terminate and be considered null and void.

8. Terminating Condition - VAT approval

- 8.1. It is agreed that obtaining the VAT Approval (as defined above) from the Israeli VAT authorities is a terminating condition of this Agreement (the "Terminating Condition").
- 8.2. If the VAT approval will not be obtained until the Effective Date (as defined below) this Agreement will be terminated and considered as void and null, and the following shall occur:
- 8.2.1. The Receiver shall issue to the Buyer a credit invoice which date will be the last day of the month in which the Court's Approval was granted the Buyer.
- 8.2.2. The Buyer shall accept such credit invoice and register it in its books. In addition, the Buyer will file the Israeli VAT authorities an amended and restated VAT report and will not claim input tax credit regarding the VAT amount and/or this Agreement.

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- 8.3. For the purpose of this Agreement the "Effective Date" shall be on the 10th of the month following the month in which the Court's Approval was granted (i.e. if the Court's Approval was granted during June 2016 then the Effective Date will be July 10, 2016).
- 8.4. Notwithstanding the above, the Receiver (alone) will have the right to waive the Terminating Condition and in that case the VAT Amount will be paid to the Israeli VAT authorities from the receivership fund.

9. **Taxes and Other Payments**

- 9.1. All taxes, levies and similar payments which given their nature and the provisions of the Law are meant to be borne by a seller of assets, shall be borne by the Receivership fund, subject to the order of priority of creditors as determined by Israeli law.
- 9.2. All taxes, levies and similar payments which given their nature and the provisions of the Law are meant to be borne by a purchaser of assets, shall be borne by the Buyer.
- 9.3. Each party shall bear its own costs and expenses incurred in connection with the examination, negotiation and consummation of the transactions contemplated herein (including, inter alia, the drafting and negotiation of this Agreement and all exhibits and appendixes attached hereto) and its implementation. Subject to the provisions of Section 12.1 below - the Buyer shall indemnify the Receiver immediately upon first demand for any payment and/or cost and/or expense incurred by the Receiver on behalf of the Buyer. The foregoing does not derogate from the Buyer's obligation to bear all costs and expenses associated with the transfer of rights and title to the Purchased Assets to the Buyer as abovementioned.

10. **Breaches and Remedies**

For the avoidance of doubt, all the provisions below re breaches, remedies, termination, etc. shall terminate and be void and of no further force or effect upon the consummation of the Closing:

- 10.1. In the event that a party to this Agreement shall breach any of the provisions of this Agreement, the injured party shall be entitled to the reliefs and remedies available to it, inter alia, under the Israeli Contracts Law (Remedies for Breach of Agreement), 5731-1970.
- 10.2. In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement by delivering a 14 day prior written notice to the breaching party and provided that such material breach is not cured within such notice period.
- 10.3. Any delay, on the part of the Receiver, in implementing any of the provisions and undertaking herein for any reason not within the Receiver's control (including a delay in the Court's ruling and/or any other authority in Israel or outside of Israel and/or any third party not under the control of the Receiver), shall not be considered as a breach of this Agreement, provided, however, that to the extent that the fulfilment of any undertaking by the Buyer pursuant to the provisions herein is delayed as a result of the above delay by the Receiver then the Buyer's undertaking shall be deferred accordingly.

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10.4. Without derogating from the provisions herein, it is hereby clarified that the provisions of Sections 3, 5, 6-9 (inclusive) shall be deemed material provisions of this Agreement and, therefore, their breach shall be deemed a material breach of this Agreement.

10.5. For the avoidance of doubt, the provisions of this Section 10 shall not derogate from any other right and remedy available to the Receiver in the event of breach by the Buyer of any of its undertakings set forth herein (including, inter alia, any right and/or relief pursuant to the Israeli Contracts Law (Remedies for Breach of Agreement), 5731-1970, subject at all times to the preamble of this Section 10.

11. Dispute Resolution

This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of law provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved exclusively by the Court, and each of the parties hereby submits irrevocably to the jurisdiction of the Court within the framework of Case No.60905-01-16 by means of a petition to the Court for the receipt of instructions.

12. Miscellaneous

12.1. The Receiver may not pay any sum or expense due by the Buyer unless the prior written consent of the Buyer is obtained and in such case, such sum will be deemed a "debt" owed by the Buyer to the Receiver and, as such, will bear interest at a rate of CLA interest for unapproved credit and overdrafts as is customary at that time in First International Bank of Israel Ltd, as of the date on which the Receiver made such payment and until the date on which the Buyer repaid such debt in full.

12.2. Notwithstanding the above, it is clarified that the Buyer may not pay any sum on behalf of either the Receiver or the Company or and of its affiliates whether accrued prior to the date on which the receivership order was issued (i.e. January 31, 2016) or after such date, unless expressly provided otherwise herein, and not set off from the Consideration shall be permitted unless agreed to otherwise by the Receiver expressly, in writing and in advance.


12.3. This Agreement is not intended, nor shall it be construed, to confer any enforceable rights on any person not a party hereto.

12.4. Until the Closing, the Buyer shall not be entitled to transfer or otherwise assign part or all of its rights under this Agreement and / or the rights in the Purchased Assets and / or some of its components to any third party without the prior consent of the Receiver in writing.

12.5. No delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, under this Agreement, by law or otherwise, afforded to any of the parties, shall be cumulative and not alternative.

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- 12.6. Each of the parties hereto shall in good faith perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the parties as reflected thereby.
- 12.7. The terms of this Agreement or any exhibit or appendix attached hereto may not be modified or amended, or any provisions hereof waived, temporarily or permanently, except pursuant to the written agreement of the parties hereto.
- 12.8. It is clarified that the charges and / or obligations that according to this Agreement should be fulfilled by the Receiver, will be made in his capacity as Receiver and not personally. The Receiver shall not be personally liable towards the Buyer and/or others regarding making a payment or any other action, and shall be responsible only in his capacity as Receiver and from the Receivership funds only.
- 12.9. If this Agreement was signed by the Buyer as a trustee for another / others (the "Beneficiary"), the Trustee signing on this agreement (the "Trustee") will be liable to fulfill all of the Buyer's undertakings under this Agreement and when the rights will be transfer to the Beneficiary, then, until the payment of the Consideration will be made in full and on time, such liability will be of the Trustee and Beneficiary, jointly and separately.
- 12.10. By signing this Agreement the Buyer waives the rights of set-off and / or lien against the Receiver in respect to any payment and / or reimbursement due to the Receiver under this Agreement. The Buyer shall not be entitled to offset any amounts of the Consideration payments and any other payment that which he is required to pay under this Agreement, and the Buyer undertake to pay the Consideration and all other payments in full and on time.
- 12.11. If any term or provision of this Agreement or the application thereof as to any person or circumstance shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 12.12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and enforceable against the party actually executing such counterpart, and all of which together shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart.
- 12.13. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be faxed or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party shall have furnished to each other party in writing in accordance with this provision. All notices and communications shall be deemed given and shall be acted upon if contained in a written instrument (or multiple written instruments as long as they are consistent) when (i) delivered in person or on the working day (in Israel) following transmission by facsimile followed by hardcopy; or (ii) the third

Dr. Thoma 

PATENT


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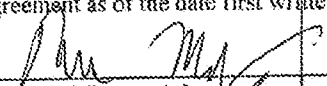
working day (in Israel) following the date of deposit into an overnight courier service addressed to the party at the address set forth below:

If to the Receiver - c/o Matry Meiri & Co., Attorneys, 7 Menachem Begin Street, Gibor Sport House, Ramat Gan 52681, Tel: 03-6109000, Fax: 03-6109009.

If to the Buyer - at Meitar Liguornik Geva Leshem Tal Law Offices, 16 Abba Hillel Rd., Ramat Gan 5250608, Tel: 03-6103100, Fax: 03-6103111.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


The Buyer
Bio-Electronics Ltd.

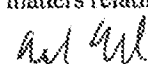

Ronen Matry, Adv.
Receiver of the assets of Siano Mobile Silicon Ltd.
(in receivership)

Confirmation

I the undersigned Alon Liron, attorney of the Buyer hereby confirm the following:

1. Alon Liron and _____ have executed this Agreement on behalf of the Buyer.
2. Their abovementioned signatures bind the Buyer in all matters relating to this Agreement.

Date: 18/7/2006

 Adv.

The Receiver's signature is in its capacity as a Receiver and not personally

Appendix B

The Purchase Assets relate to the Connected Health Care Business of the Company, aimed at utilizing technologies such as Electrical Nerve Stimulation, Electrical Plethysmography, Electromiography etc., including the development, sale, marketing, support and maintenance and commercialization of products and solutions for the foregoing (the "CHC Business"). For the avoidance of doubt, the Purchased Assets shall exclude the Company's digital TV and Radio business. The Purchased Assets include any and all of the rights, titles and interest in intellectual property held for use or used, licensed, leased, or owned by the Company, forming part of the CHC Business.

Products: no commercial products.

Prototypes:

- The TCH5008 ("Etna") chip samples.
- The TCH5009 ("Eiger") chip samples.
- The "Avital" (migraine device) prototypes. This is the device used in the Rambam experiment.
- The "Nerivio" mock-ups and their industrial design.

Non-patented Intellectual Property:

The entire SW and HW design files and knowhow of the TCH5008 ("Etna") chip and the TCH5009 ("Eiger") chip, which is stored on servers.

The entire set of documents and data base related to the migraine clinical study conducted in Rambam in 2015-2016, and the ownership of this data base.

CH server list:

| <u>Name</u> | <u>QTY</u> |
|-------------|------------|
| T-DC01 | 1 |
| S-VM1 ESXI | 1 |
| S-VTL | 1 |
| LX-VNC1 | 1 |
| LX-VNC2 | 1 |
| LX50 | 1 |
| LX013 | 1 |
| LX014 | 1 |
| LX015 | 1 |
| LX016 | 1 |
| LX017 | 1 |
| LX50 | 1 |
| LX51 | 1 |
| LX52 | 1 |
| LX100 | 1 |
| LX102 | 1 |

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| | |
|----------------------------------|----|
| S-ERP2 | 1 |
| IMB backup Library | 1 |
| S-Filer backup 2 | 1 |
| S-filter backup-3 | 1 |
| Hpbbackup tapes | 2 |
| NetAp | 1 |
| SEW5120 | 1 |
| MS17 | 1 |
| VPN - Juniper | 3 |
| Switches | 12 |
| Interface of Internet to Cellcom | 1 |
| Framework (racks) | 2 |

Patents:

CH patent list

| Internal number | Region | Submission Date | Publication /Allowance Date | Reference | Patent Title | Description | Status | Inventor(s) |
|---------------------|-------------|-----------------|-----------------------------|--------------------------------|---|--------------|--------|--|
| Granted/ Allowed | | | | | | | | |
| P-1131-1011 | Provisional | 22-Jan-15 | 22-Jan-15 | US 62/302,606 (62103606) | Treatment of Migraine by Electrical Stimulation | Nervio Migra | | Alon Ironi, Ronen Jashek, Lana Volokh, Amnon Harpak, Avner Taleb, Hamutal Raab, Shmuel Goldfisher, Ilan Ovadis |
| | PCT | | 11-Jan-16 | PCT/IB2016/0 50104 | | | | |
| P-1131-1012 | Provisional | 11-Mar-15 | 11-Mar-15 | US 62/119,827 | Device For Expediting and Improving the Healing of Bone Fractures | eKast | | Itzhak Levi, Alon Ironi, Ronen Jashek, Lana Volokh, Amnon Harpak, Avner Taleb, Hamutal Raab |
| | PCT | | 22-Feb-16 | PCT/IB2016/0 50925 | | | | |
| P-1131-1013 | Provisional | 20-Feb-15 | 20-Feb-15 | US 62/111,705 | Blood Circulation Improvement and Deep Vein Thrombosis (DVT) Prevention Using an Innovative Electronic Device | Circula | | Alon Ironi, Ronen Jashek, Amnon Harpak, Alex Tendler, Tomer Yablanka |

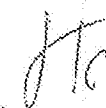
| | | | | | | | | | |
|--|-------------|-------------|-----------|-----------------------|--|--------------|--|--|---|
| | PCT | | 3-Feb-15 | PCT/IB2015/D 50543 | | | | | |
| P-1131-1014 | Provisional | 17-Jun-15 | 17-Jun-15 | US 62/180,077 | MULTI-SENSING USING SERIAL- PERIPHERAL- INTERFACE (SPI) AND ADD-DROP- INTERFACE (ADI) OVER A COMMON INTERCONNECTIO N SCHEME | | | | Amnon Harpak, Itan Ovadia, Lana Volokh, Mory Naheer, Ofer Rivkind |
| | PCT | | 18-Jun-16 | PCT/IB2016/O 53463 | | | | | |
| P-1131-1015 | US | | 28-Jan-16 | US 14/892,046 | IMPEDANCE MONITORING DURING ELECTROSTIMULA TION | BIM | | | |
| P-1131-1016 | Provisional | 6-Oct-15 | 6-Oct-15 | US 62/223,146 | An interactive training device for improving limb sensation in peripheral sensory neuropathy patients | Sensorade | | | Aloni Ironi, Lana Volokh |
| P-1131-1017 | Provisional | 19-Oct-15 | 19-Oct-15 | US 62/239,909 | A device for adaptive optimization of neuro-muscular electrical stimulation using sEMG | Narvio Sport | | | Alex Tendler, Tomer Yablonska, Aloni Ironi |
| | | | | | | | | | |
| In Preparation/ Ready for Review ⁹ | | | | | | | | | |
| N/A | US | August 2016 | | | Programmable microcontroller for waveform generation in wide frequencies range for low power and low cost applications | | | | Ofer Rivkind |
| | | | | | | | | | |

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Lab equipment:

CH equipment list:

| Name | ID# | Description & Purpose |
|---------------------|------------|------------------------------------|
| Agilent 43438A | 8052400045 | IC Vector Signal Generator |
| SFU2 | 100013 | Rohde Schwarz |
| SFU4 | 100733 | Rohde Schwarz |
| DHR3655-10 | | Power Supply |
| TC5816A | | RF box |
| TGA1242 | 234031 | ARB gen for BAT testing |
| ESP | 100365 | Spectrum |
| F5H3 | | Spectrum (handle) |
| HP33120 | | ARB gen for BAT testing |
| Tenney Oven | | Heating test chamber |
| E3631A | | Power Supply |
| TTI QL355TP | | Power Supply |
| TEK TLA013A | | Logic |
| DHR3655-10 | | Power Supply |
| Huke 287 | | Multimeter |
| MY67 | | Multimeter |
| TDS2014 | | Oscilloscope |
| TDS2002 | | Oscilloscope |
| TDS2104 | | Oscilloscope |
| TDS3012B | | Oscilloscope |
| DSD3302A | | Oscilloscope |
| HP3631A | | Power Supply |
| DHR3655-10 | | Power Supply |
| ADVISE | | Power Supply |
| EMG station | | EMG + 24 bit A/D equipment - lease |
| US station | | Ultrasound machine |
| qa-tester-08 | | tester PC |
| SFC-1-QA | | transmitter connected to qa-sfc1 |
| qa-tester-07 | | tester PC (HCC regression test) |
| Dektec (no T2) | | PCI plugged to qa-dektec-06 PC |
| Dektec (T2 - ALL) | | PCI plugged to qa-dektec-20 PC |
| qa-tester-18 | | tester PC |
| Dektec (T2) | | qa-tester-12 (USB) |
| Dektec (no T2) | | PCI plugged to qa-dektec-05 |
| SFU1 | 100129 | Rohde Schwarz |
| Lumatek Weaver | WEEM408111 | RF modulator (smamples) -DRM |
| Soldering equipment | | soldering, repair etc |
| Bridge boards | x15 | |
| 170 host boards | x5 | |
| 2160 host boards | x5 | |
| Altera FPGAs boards | x3 | |


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| | | |
|-----------------|----|---------------------------|
| VSI Xilinx FPGA | x4 | |
| Debug tools | | JCE cables, splitters etc |

Contracts with the following suppliers (should such contracts exist) will be assigned to the Buyer, subject to any consent required by any such third party, if any. To remove any doubt, it is clarified that in case such consent shall not be given, for any reason whatsoever, it shall not constitute any breach of contract by the Receiver, shall not give rise to any claim against the Receiver and shall not diminish any of the Buyer's undertakings towards the Receiver.

| | | |
|-----------------------|---|--|
| Xfab | Silicon samples manufacturing of high voltage chip (Eiger) | |
| JBO - Jonathan Bar Or | Industrial design and material examination of patch prototype - 1st source | |
| Innovize | Industrial design and material examination of patch prototype - 2nd source | |
| The Board | PCB maker for migraine board | |
| Apho | Assembly house for migraine PCBA | |

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Appendix C

Third Party Vendors:

| Supplier Name | Service rendered | Required licensing fee |
|---------------|-----------------------------|------------------------|
| VeriSilicon | BlueTooth RF IP core | \$125,000 |
| MindTree | BlueTooth digital IP core | \$55,000 |
| Synopsys | General purpose IP core EM4 | \$155,000 |


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Patent 039783, 0077 (Theranica Bio-Electronics Ltd.)

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