

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4069996

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
RESUBMIT DOCUMENT ID:	503964428
CONVEYING PARTY DATA	
Name	Execution Date
ADI MASHIACH	05/06/2014
RECEIVING PARTY DATA	
Name:	NYXOAH LTD.
Street Address:	126 YIGAL ALON
City:	TEL AVIV
State/Country:	ISRAEL
Postal Code:	67443
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14307003
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:	202-408-4000
Email:	faxserve@finnegan.com
Correspondent Name:	FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LL
Address Line 1:	901 NEW YORK AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20001-4413
ATTORNEY DOCKET NUMBER:	11623.0049-00000
NAME OF SUBMITTER:	DIANNA WILLIAMS
SIGNATURE:	/Dianna Williams/
DATE SIGNED:	09/27/2016
Total Attachments: 15	
source=Mashiach_EmplAgreement#page1.tif	
source=Mashiach_EmplAgreement#page2.tif	
source=Mashiach_EmplAgreement#page3.tif	
source=Mashiach_EmplAgreement#page4.tif	
source=Mashiach_EmplAgreement#page5.tif	

source=Mashiach_EmplAgreement#page6.tif
source=Mashiach_EmplAgreement#page7.tif
source=Mashiach_EmplAgreement#page8.tif
source=Mashiach_EmplAgreement#page9.tif
source=Mashiach_EmplAgreement#page10.tif
source=Mashiach_EmplAgreement#page11.tif
source=Mashiach_EmplAgreement#page12.tif
source=Mashiach_EmplAgreement#page13.tif
source=Mashiach_EmplAgreement#page14.tif
source=Mashiach_EmplAgreement#page15.tif

EMPLOYMENT AGREEMENT

Serves as notice to the Employee pursuant to the Notice to Employee (Employment Terms) Law,
5762-2002

THIS EMPLOYMENT AGREEMENT (the "Agreement") dated as of 6 May 2014 (the "Effective Date"), is made and entered into at the date hereof by and between **Nyxnah Ltd.**, Company No. 51-408272-6, whose registered address is at 126 Yigal Alon, Tel Aviv, Israel, 67443 (the "Company") and **Dr. Adi Mashlach**, of Rothschild Avenue 79, Tel Aviv 65212 Israel, ID 034173633 (the "Employee").

WHEREAS Company has employed the Employee since October 1st, 2009 and wishes to continue to employ the Employee, and the Employee agrees to continue to be employed by Company pursuant to a personal employment agreement, in accordance with the terms and conditions set forth herein; this Agreement replaces any agreement between the Company and the Employee entered into prior to the date hereof.

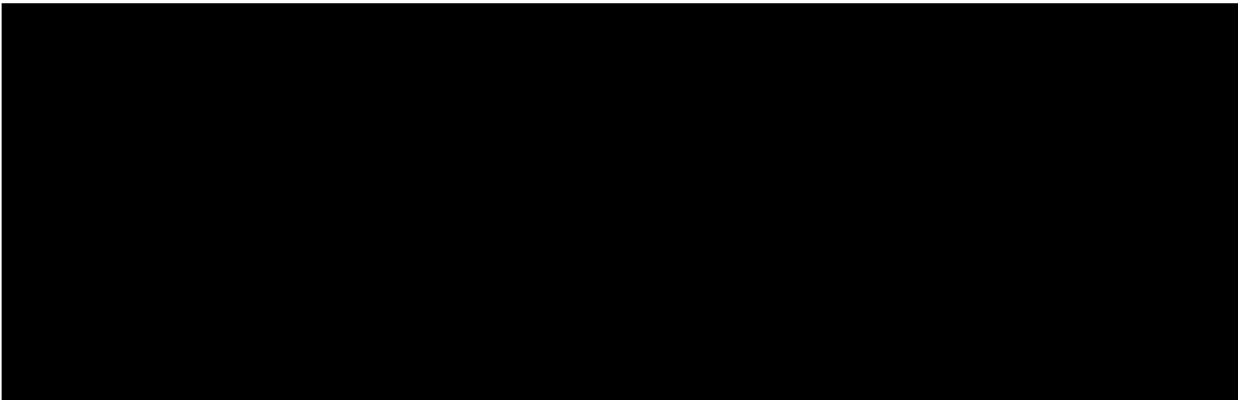
WHEREAS Company has agreed to employ the Employee and the Employee has agreed to be employed by Company in the position of Chief Executive Officer; and

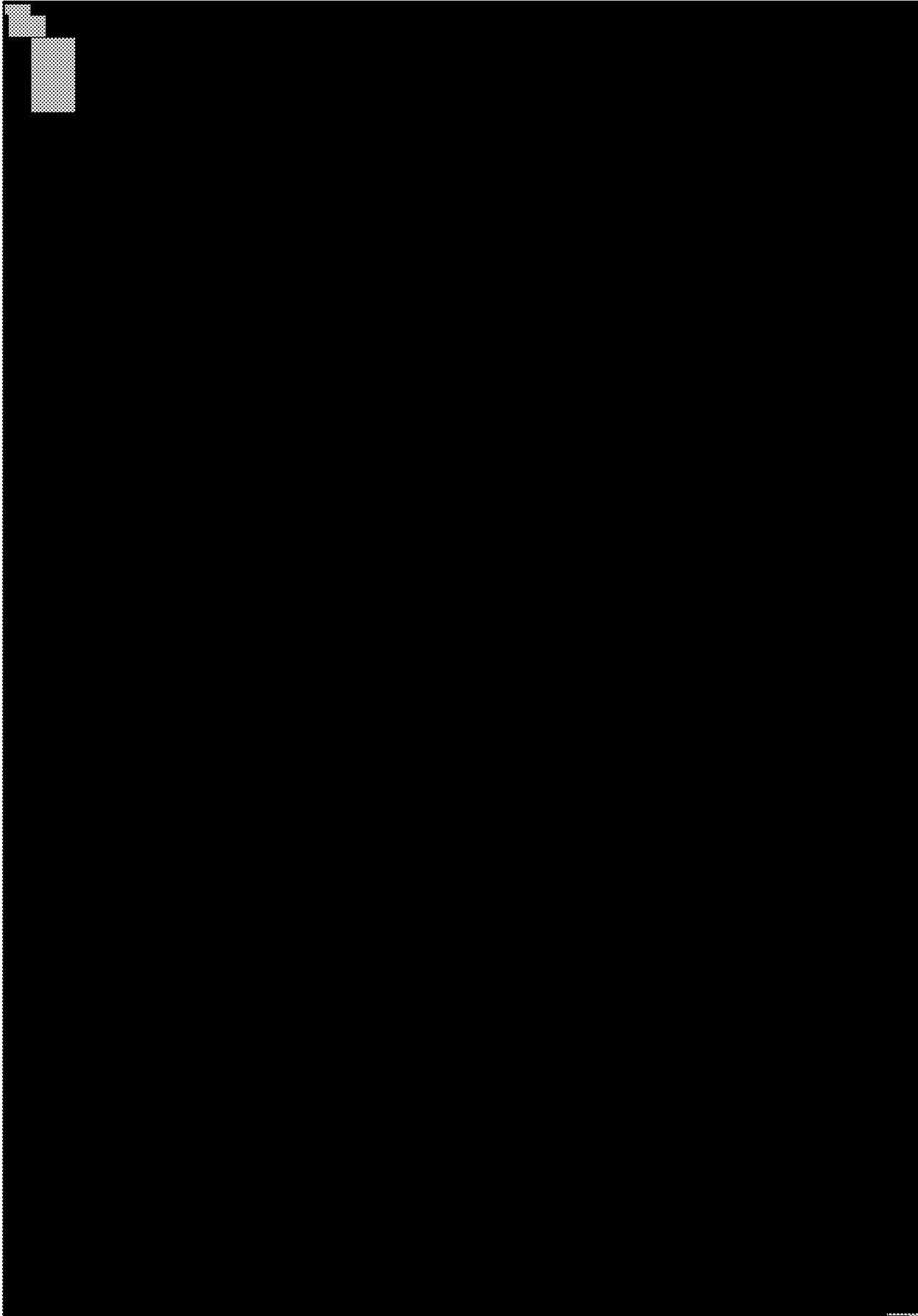
WHEREAS the parties wish to regulate and establish the terms of employment of the Employee at the Company in accordance with the terms and conditions set forth in this Agreement.

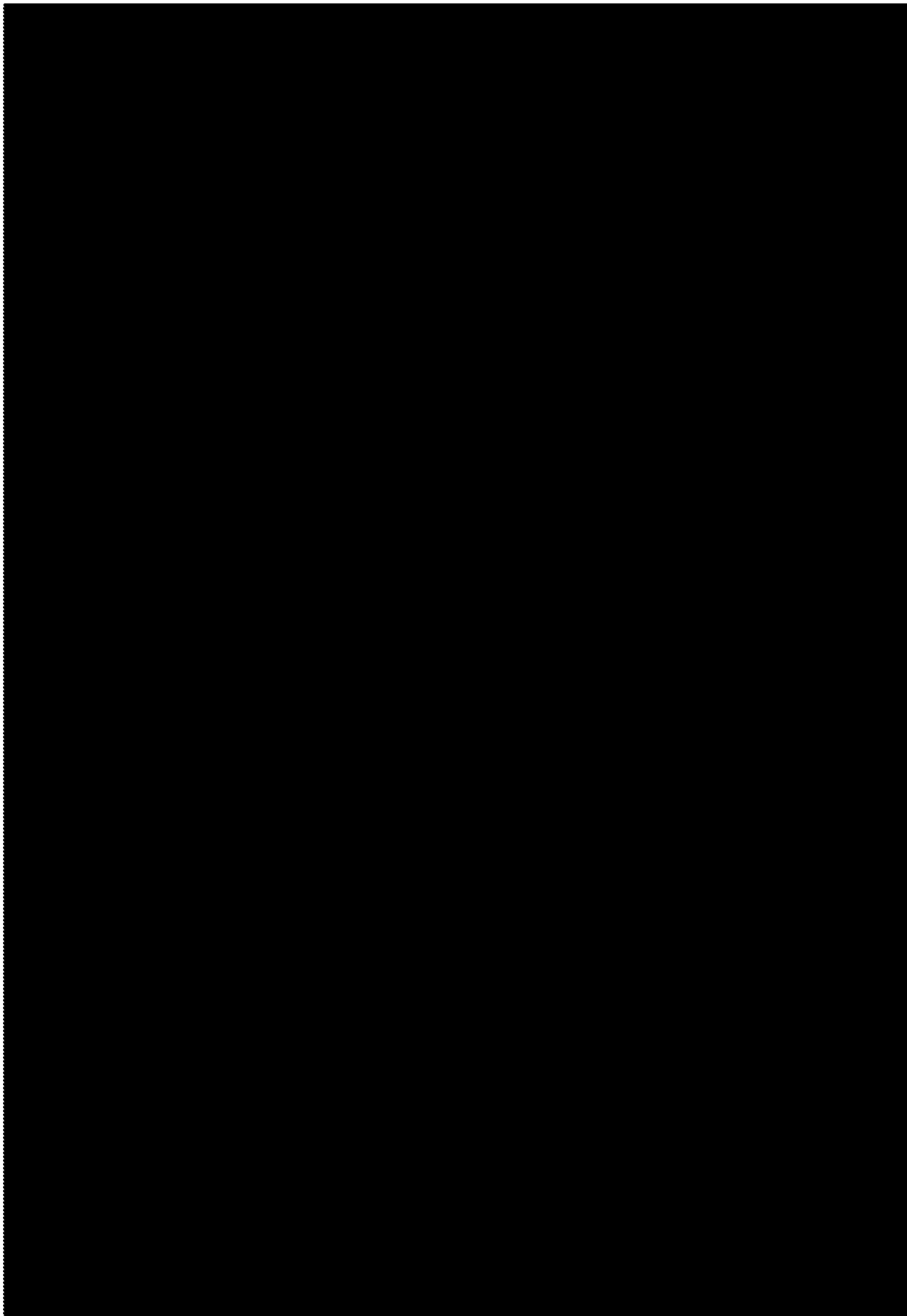
NOW THEREFORE, the parties hereto hereby declare and agree as follows:

1. Preamble and Exhibits

- 1.1. The preamble to this agreement and its Schedules and Exhibits constitute an integral part hereof.
- 1.2. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.





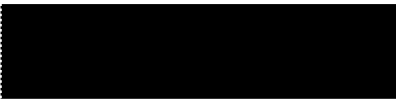


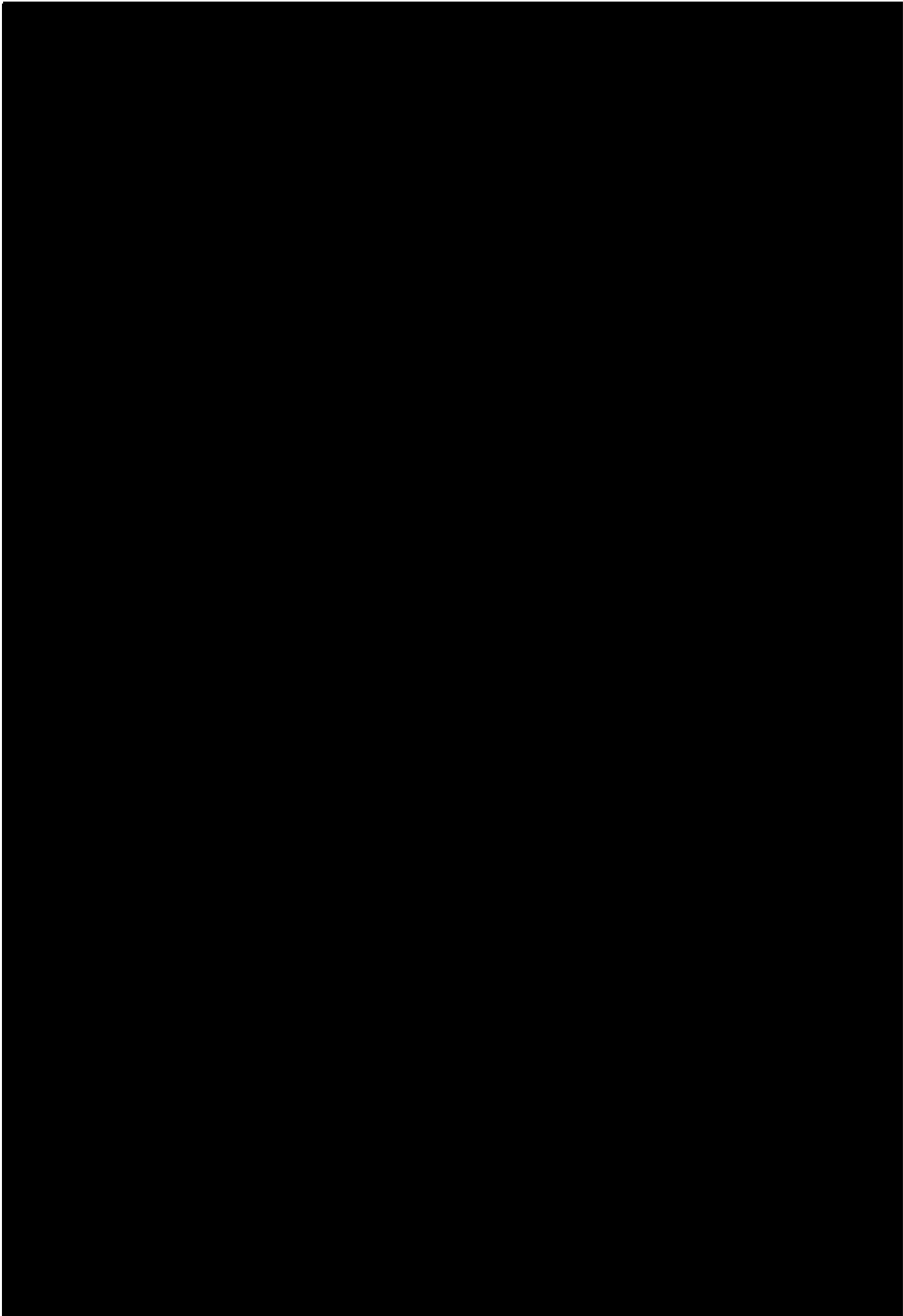


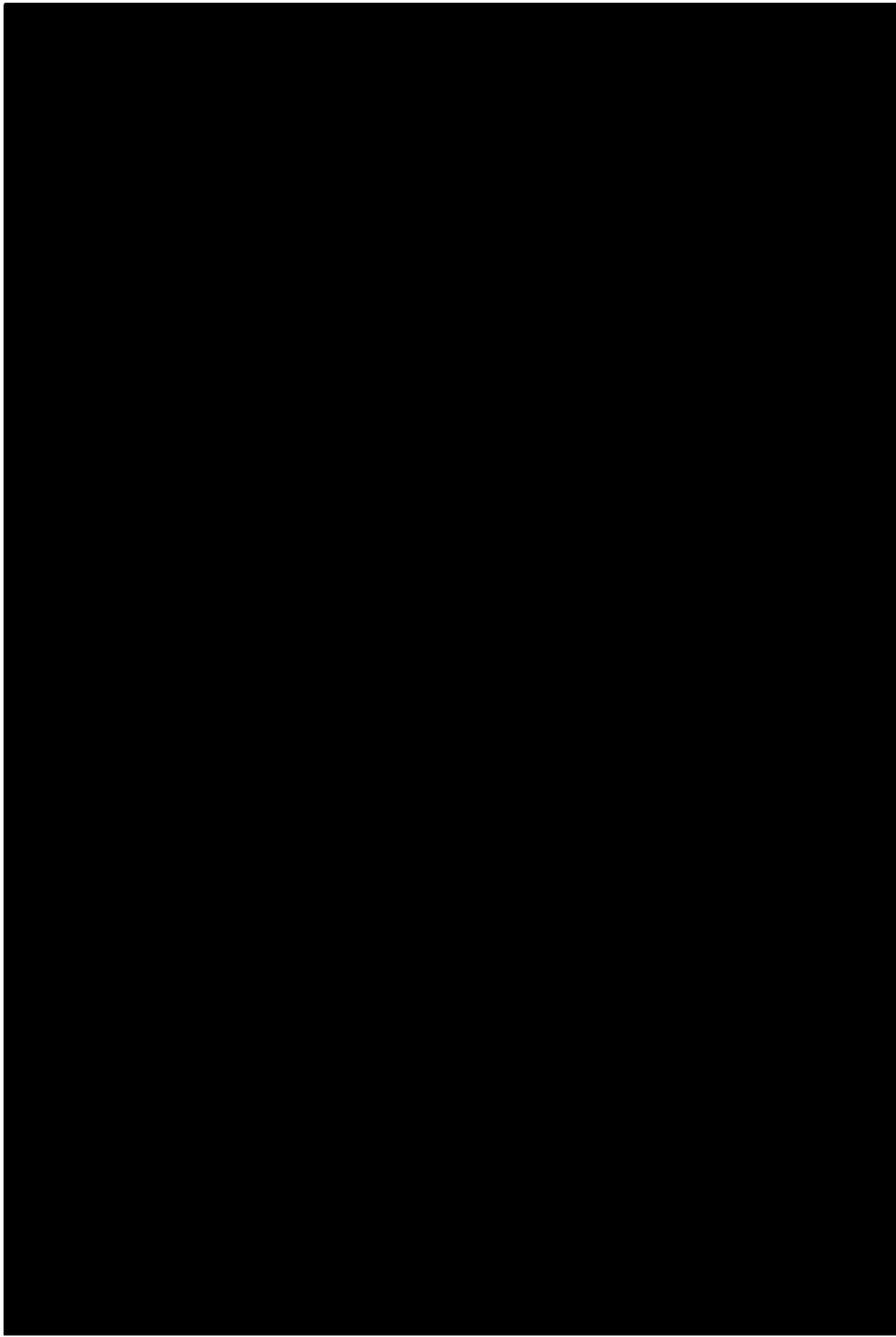
7. Term and Termination

- 7.1. This Agreement shall commence from the Effective Date, for an unlimited period.
- 7.2. Either party may terminate this Agreement, for any reason, by providing prior written notice, according to the applicable law. (The "Early Notice").
- 7.3. The Company shall be entitled to terminate this Agreement immediately, or at any time during the Early Notice period. In such an event, the Company shall pay the Employee compensation for the duration of the Notice Period, solely as required by law, that is, the remainder of his Monthly Salary, according to the definition in Art. 8, *infra*, without the accompanying benefits under this Agreement.

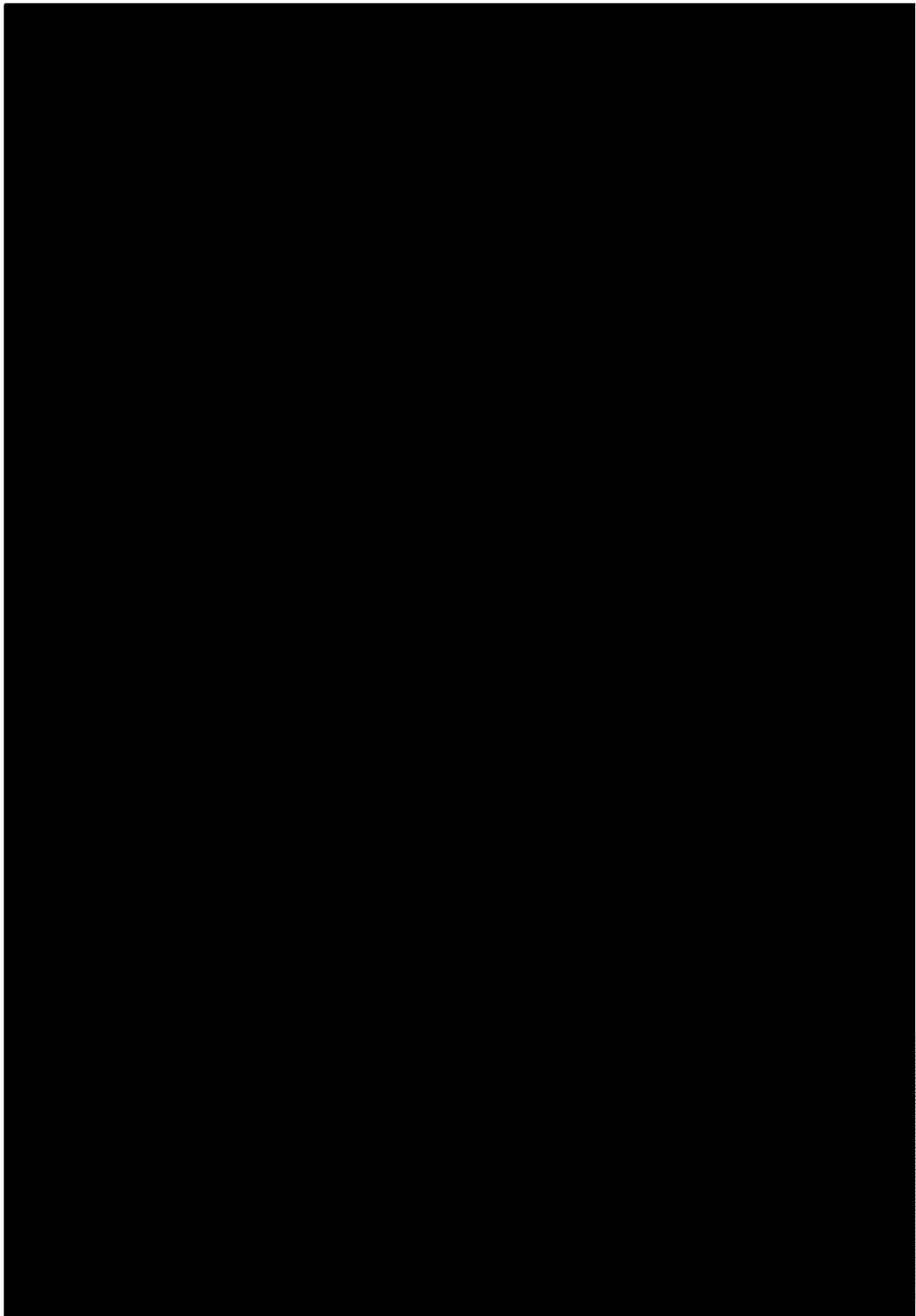
To clarify, should the Company not waive in writing Employee's service during the Early Notice period, the Employee shall continue to fulfill his position in the Company during that period.

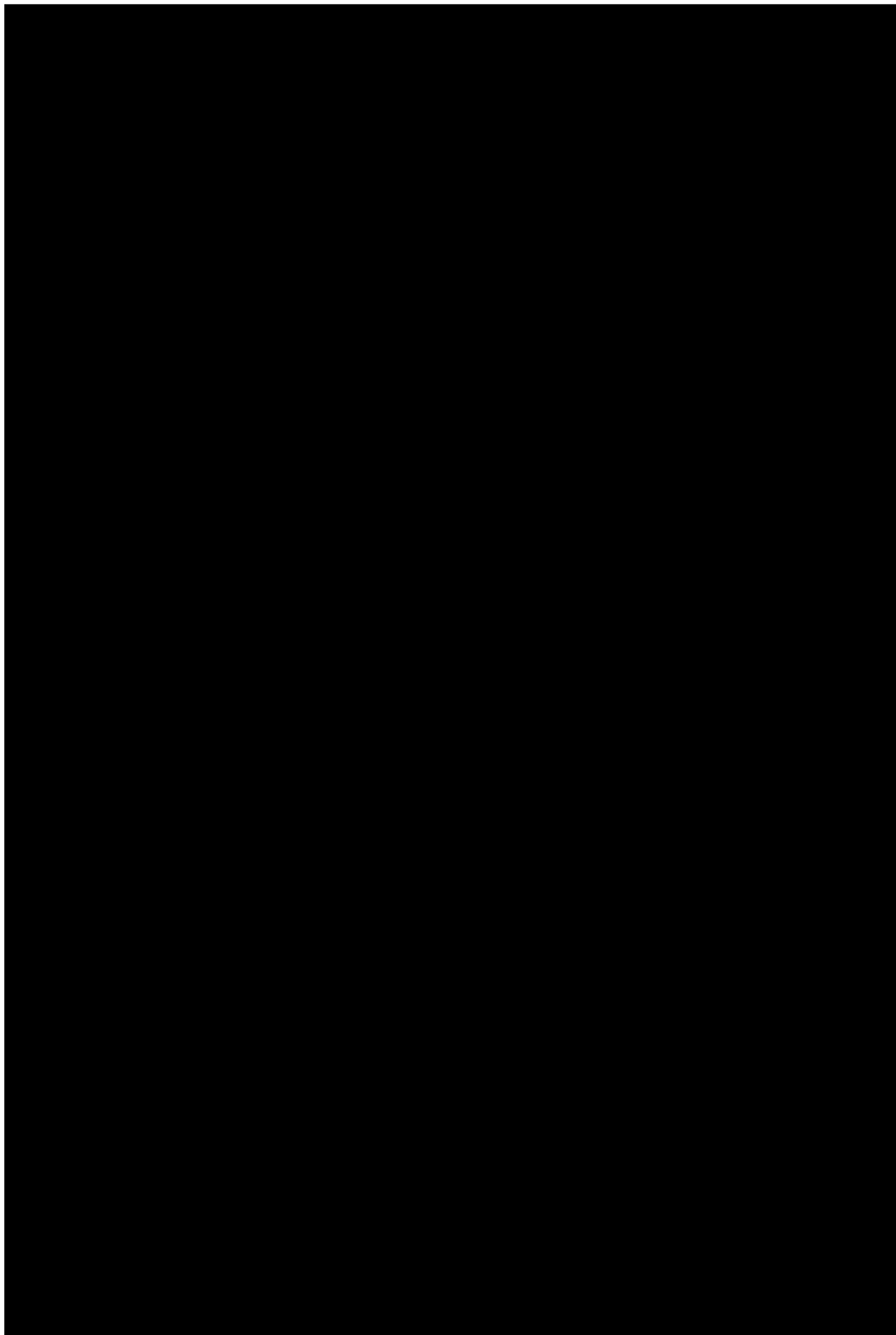
- 7.4. Notwithstanding the foregoing, the parties agree that the Company is entitled to terminate the Employee effective immediately and without any advance notice or its compensation and/or without any compensation whatsoever, including severance pay, if the circumstances of the termination justify the elimination of severance pay according to the provisions of the General Permit or the provisions of any applicable law.
- 7.5. Upon the termination of employment of the Employee for any reason, the Employee undertakes to transfer his position to whosoever shall be appointed by the Company in an orderly manner, and in such a manner that will allow that person to continue filling the Employee's position in an orderly fashion, and without causing harm to the Company.
- 7.6. Upon the earlier of the termination of the employment of the Employee or the Company's request to do as follows, the Employee undertakes to return to the Company any assets, properties, documents, and any other materials of the Company which are in his possession, including, but not limited to, work cards, keys, and the like, if and to the extent that each item has been made available to the Employee. To clarify, if and to the extent that properties, assets, documents, and any other materials of the Company are made available to the Employee, the Employee shall not be entitled to any rights of lien or withholding on any of the items, and Employee hereby waives all such rights of lien or withholding.
- 





PATENT
REEL: 039863 FRAME: 0505





15. Confidentiality, Non-Competitive and Intellectual Property.

Along with the Employee's signing of this Agreement, the Employee shall sign Exhibit B, an integral and indivisible part of this Agreement, which contains confidentiality, non-compete, and intellectual property obligations. The signing of Exhibit B is an essential condition for the validity of this Agreement, and the absence of the Employee's signing on Exhibit B shall preclude this Agreement from becoming effective.

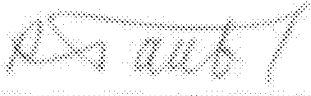
17. Miscellaneous

- 17.1. Any modification or deletion of any clause in this Agreement or its exhibits shall be done only by way of written instrument executed by both parties hereto.
- 17.2. This Agreement shall be governed by the laws of the State of Israel. Sole and exclusive jurisdiction for all matters regarding this Agreement shall be given to the courts of the Tel Aviv-Jaffa District and no other court shall have jurisdiction.
- 17.3. The addresses of both parties to this Agreement shall be as established in the preamble herein. Any notice sent by registered mail by one party to the other shall be considered as received by the recipient three (3) days after the sending of such notice by registered mail, or one day after the transmission of a facsimile; and if delivered in person – upon delivery.
- 17.4. This Agreement supersedes all prior understandings, agreements, and memoranda, whether oral or written, which were made prior to the signing of this Agreement, and they are hereby annulled.
- 17.5. In the event that one or more of the provisions of this Agreement should be held unenforceable and/or invalid for any reason, this shall not affect the enforceability or validity of the remaining provisions, and both parties shall endeavor to carry out the provisions of this Agreement according to its spirit and its language, including by way of replacing such unenforceable and/or invalid provisions with alternate provisions whose results are identical in their essence.



17.6. The Employee declares that he has read and fully understood this Agreement and that he is signing it out of his own free will, after having been given the opportunity to consult with whomsoever he wishes to do so.

IN WITNESS WHEREOF, the parties hereby execute this Employment Agreement.



COMPANY



EMPLOYEE

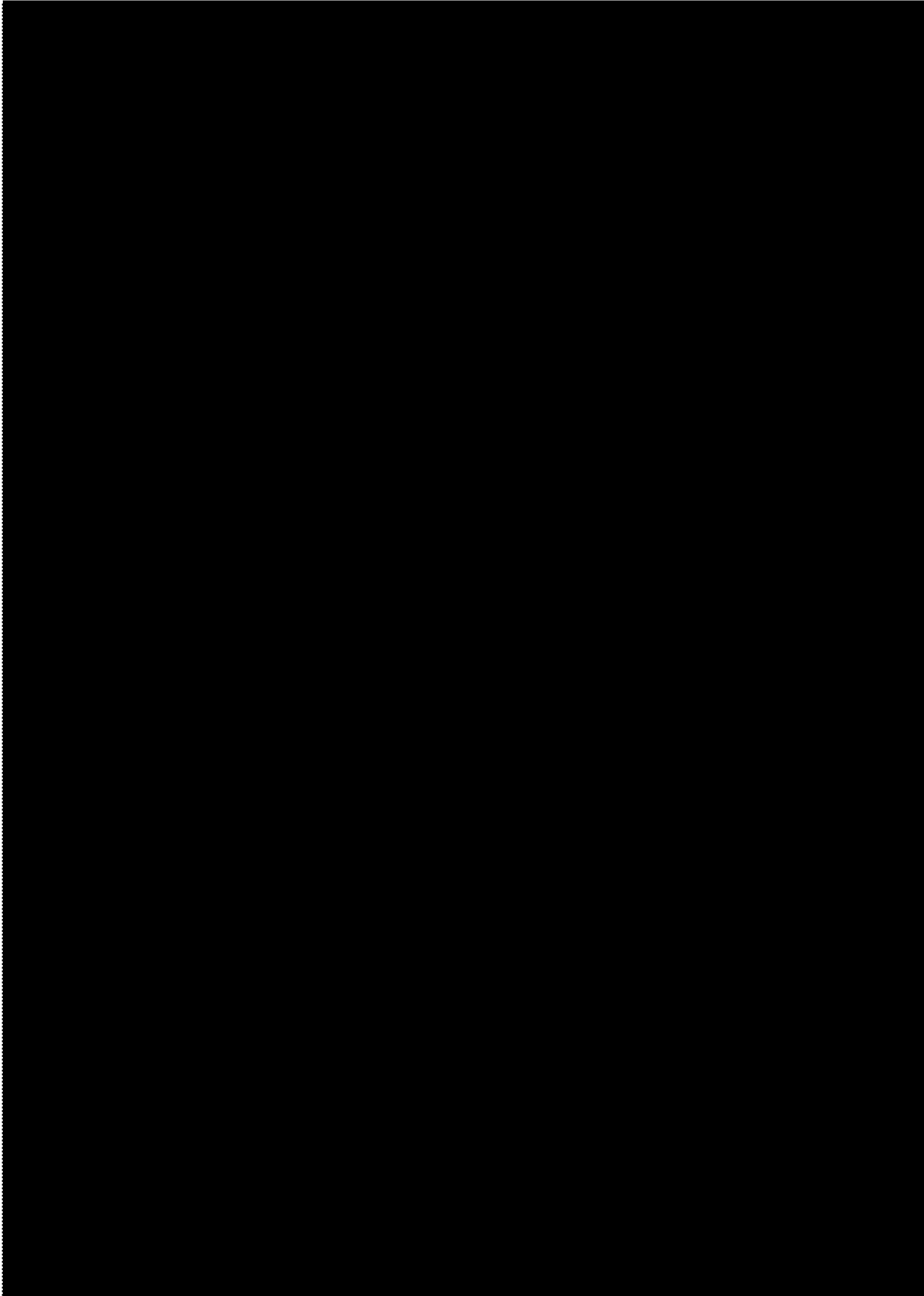


EXHIBIT B

To: Nyxoah Ltd., Company No. 51-408272-6

126 Yigal Alon, Tel Aviv, 67443

Re: Confidentiality, Non-Compete, and Intellectual Property Obligations

WHEREAS I hereby request to be employed by Nyxoah Ltd. For the sake of this Exhibit B, the term "**Company**" shall include the Company and any parent or subsidiary thereof (Together: The "**Company**");

WHEREAS In the course of my employment with the Company, I may be exposed to information, as defined below:

Any information which has come or which will come to be in my possession, or to my knowledge, whether directly or indirectly, during my work or through my work at the Company, relating to the business of the Company, directly or indirectly, including commercial information relating to the Company, including documents, drafts, processes, plans, patents, inventions, innovations, improvements, research studies, developments of a scientific, technical, commercial, or other nature, letters of request for patents, samples, pictures, descriptions, sketches, and trade secrets of any nature -- including information relating to Company's customers and suppliers as such, or to the manufacturing or marketing system of the Company, and any financial business knowledge of the Company, financial reports before they are published, and any inside information of the Company which could influence the value of Company shares, and information which is connected to areas in which the Company plans to operate in the future and in which the Employee is actively involved, and anything else, whether written or oral, or visual, so long as it is not in the public domain, and if it is in the public domain, so long as it did not become a part of the public domain as a result of the breach of my obligations under this Exhibit or under any applicable law, but with respect to all -- as long as it derives from my employment by the Company and is in connection with Company's business, products or operations (the "**Information**").

NOW THEREFORE, I hereby declare and undertake as follows:

A. Obligation of Confidentiality and Protection of Goodwill

1. Without derogating from any of my obligations arising from any law, I undertake to maintain in strict confidence the Information which has come to be or which shall come to be in my possession or to my knowledge, whether directly or indirectly, during and as a result of my work at the Company.
2. I hereby declare that I am aware that disclosing Information, or any part thereof, to any unauthorized party or to any third party is liable to cause severe damage to the Company. Therefore, I undertake to not make any use of the Information, whether in its entirety or in part, for my own purposes or for the purposes of others, directly or indirectly, other than in order to carry out my duties as an Employee of the Company, and in accordance with the instructions of my superiors.
3. I undertake to not disclose or transfer or sell, whether for consideration or without consideration, or to cause disclosure of the Information, whether directly or indirectly, except as may be required for performance of my duties to the Company, and to use all reasonable and customary resources in maintaining the confidentiality of the Information and preventing its transfer to any third party, whether it be a person, body, or corporation, except to my superiors at the Company or according to their instructions, for the sake of the fulfillment of my obligations as a Company employee.

4. Without derogating from the below provisions of this Exhibit, I affirm that any documents which I have prepared or information which I have obtained through my work at the Company and as a result thereof, shall be the property of the Company. Therefore, I hereby undertake to return to the Company any information, whether written or on any other medium, which is found or shall be found in my possession at any time, immediately upon the earlier of the termination of my employment at the Company, or the first written demand of the Company.
5. I undertake to not knowingly harm the goodwill of the Company or any database of any type in its possession, or the standing of the Company, or the goodwill of the Company before actual or potential customers and before service providers and suppliers of the Company.
6. For the removal of doubt, I hereby emphasize that my obligations pursuant to Articles 1 through 5 of this exhibit shall remain valid throughout my employment with the Company and following the termination thereof, for any reason whatsoever, without any time limitation, whether in Israel or in any place outside of Israel.

B. Non-Compete

7. In addition to, and without derogating from, my obligations under this document or under any law, I undertake to, during the term of my employment with the Company and for one (1) year thereafter, not compete with the Company's Business (defined below) in such a manner which shall harm any legitimate interest of the Company, in any means of engagement, whether alone or together with others, and not to provide consulting services of any kind to a business competing with the Company's Business, or be employed by the same, or be active, whether directly or indirectly, in the management or operation or planning of a business competing with Company's Business.
8. With respect to this section, the term "Company Business" means the research, development and commercialization of neuro-modulation to target the Hypoglossal nerve for the treatment of Sleep Disordered Breathing related diseases including Obstructive Sleep Apnea and any other business the Company would become active in during the term of my employment and in which I am actively involved. If the Company becomes active in a new business, it will notify me to make sure I can comply with the non-compete undertakings set out herein. The following is a non-exhaustive list of companies that shall be deemed to be competing with the Company's Business at the date hereof:

BlueWind Medical Ltd., Enospace Ltd., BioControl Ltd., ImThera Medical Inc., Agnex Medical Inc., Inspire Medical Inc.
9. I hereby undertake that throughout my employment at the Company and during the first 12 months following the termination of my Employment thereat, for any reason whatsoever, I will not solicit or attempt to solicit to entice away, directly or indirectly, for myself or for others, any existing employee or customer of the Company as of the effective date of termination of my employment by the Company.
10. For the removal of doubt, I hereby clarify that my obligations according to Articles 7 and 9 shall remain valid throughout my employment at the Company, and for a period of one (1) year following the termination of my employment at the Company for any reason whatsoever.

C. Intellectual Property Assignment

11. Without derogating from the provisions of any law, or from that which is stated in this Exhibit, I hereby declare that I am aware that I do not have and shall not have any property

rights to the information, as it is defined in this Agreement.

12. Any invention of mine, including "service inventions" as defined in the Patent Law, 5727-1967 ("Patent Law"), and any idea, process, method, technology, sample, trademark, name, copyright, patent, and any intellectual property right whatsoever, whether such can be registered or cannot be registered, which arose from my work for the Company or from the work of others in the Company, during the term of my employment at the Company, in the Company's Business ("Invention"), shall be the property of the Company. I undertake to sign, immediately and to such an extent that I shall be requested, all forms and documents necessary to register the same in the name of the Company, in the event that they shall be eligible for registration, at Company's expense.

For the purposes of this paragraph, "invention" shall include any development or improvement on an existing invention or patent.

13. I hereby affirm that I waive any rights to damages or royalties, to the extent that they shall be awarded by a judicial body, including under Art. 134 of the Patent Law or under the Copyright Law, 5768-2007, for any invention of mine, including "service inventions" as defined in the Patent Law.
14. It is agreed that the Monthly Salary paid to me by the Company includes full compensation for my waiving of all rights to Inventions, damages, and/or royalties for Inventions, to the extent that it shall be established that I am entitled to them, and that I shall not be entitled to any payments and/or compensation and/or royalties whatsoever for any Invention whatsoever.
15. Without derogating from the generality of the foregoing, I agree that if, contrary to my agreement in Art. 13 above, a judicial body shall decide that I am entitled to additional payments for any Inventions, including "service inventions", I agree that my Monthly Salary, as defined in Art. 8 of the Employment Agreement, shall be retroactively and accordingly reduced so that the costs borne by the Company for my employment shall not rise as a result of such a decision.
16. I hereby agree that the Company shall be permitted to defend any invention, patent, or trade secret that is an invention as detailed above, by way of registration, or in any other manner, whether in Israel or in any other location.
17. It is clear that I shall not be permitted to register any Invention, or to take any action with respect to them, except actions required for the purpose of registering or use of the aforementioned Inventions by the Company or on its behalf. That which is stated above shall remain valid after the termination of my employment at the Company, with no time limit, in Israel and outside of Israel.

D. Miscellaneous

18. My obligations under this letter constitute an inseparable part of the employment Agreement between the Company and me. None of the above obligations shall derogate from my obligations as an Employee under the employment Agreement between the Company and me or under any law, including collective arrangements, or according to any custom.
19. I declare that I am aware that I am limited by my obligations under this Exhibit, during the term of my employment with the Company, and thereafter. I affirm that I have examined the scope of these limitations which have been detailed above in this Agreement, and I have found that they do not limit in a burdensome fashion my ability to continue to work in my area of expertise, and that they provide legitimate protection for the necessary business interests of the Company, to as minimal an extent as possible.

- 20. Furthermore, I declare that the Monthly Salary paid to me by the Company, including accompanying benefits, constitutes fair and just compensation for the obligations placed upon me in the framework of this Exhibit.
- 21. I declare that I am aware that nothing in the above Exhibit shall be construed to derogate in any manner from the full rights of the Company under any law with respect to the breach of any of my obligations under this Agreement or under the law, including the Company's right to damages (even without requiring proof of damage) under the Commercial Wrongoings Law, 5759-1999.
- 22. In light of the foregoing, I declare that after having been given time to consult with a professional, and having examined the scope and consequences of the contents of all limitations detailed in this exhibit, I hereby completely consent to all the aforementioned.

Adi Mashiach



May 6, 2014

Adi Mashiach ID 834173633

Signature

Date