

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4432872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DAMIAN GOLDRING	07/27/2014
DROR SHARON	07/25/2014
GUY BRODETZKI	07/25/2014
AMIT RUF	07/25/2014
MENACHEM KAPLAN	07/25/2014
SAGEE ROSEN	07/26/2014
OMER KEILAF	07/25/2014
URI KINROT	07/25/2014
KAI ENGELHARDT	07/25/2014
ITTAI NIR	07/29/2014
NITZAN WAISBERG	03/03/2016
DANA COHEN BAR-ON	04/10/2016

RECEIVING PARTY DATA

Name:	VERIFOOD, LTD.
Street Address:	P.O. BOX 12414
Internal Address:	HERZLIYA INDUSTRIAL ZONE
City:	HERZLIYA
State/Country:	ISRAEL
Postal Code:	46733

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15379292

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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: (650) 493-9300

Email: jabriam@wsgr.com, patentdocket@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

Address Line 1: 650 PAGE MILL ROAD

PATENT

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 45151-702.307

NAME OF SUBMITTER: JOYCE ABRIAM

SIGNATURE: /Joyce Abriam/

DATE SIGNED: 05/26/2017

Total Attachments: 15

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PATENT ASSIGNMENT

Docket Number 45151-702.102

WHEREAS, the undersigned:

- | | | | |
|--|--|--|--|
| 1. BRODETZKI, Gay
11 Wilmann St.
Rehovot, Israel 76280 | 2. RUF, Amit
7 Zalman Shazar St.
Hod HaSharon, Israel 45372 | 3. SHARON, Dror
Benei Atarot, Israel 60991 | 4. GOLDRING, Damian
4 Boier St.
Tel Aviv, Israel 6912704 |
| 5. KAPLAN, Menahem
15 Tokovsky St.
Tel Aviv, Israel 69358 | 6. ROSEN, Sagee
Netzer Sireni, Israel 70395 | 7. KEILAF, Omer
23 Ehud Manor St.
Kfar Saba, Israel 4464508 | 8. KINROT, Uri
25 HaDror St.
Hod HaSharon, Israel 4526894 |
| 9. ENGELHARDT, Kai
Forsthube 14, D-91054
Buckenhof, Germany | | | |

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in **SPECTROMETRY SYSTEM** for which application serial number **61/923,422** was filed on **January 3, 2014** in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, **VERIFOOD LTD.**, a corporation of **ISRAEL**, having a place of business at **P.O. Box 12414, Herzliya Industrial Zone, Herzliya Israel 46733**, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 25/7/2014

Guy Brodetzki

Date: 25/7/14

Amit Ruf

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____ Dror Sharon *Sharon Sharon* Date: _____ Damian Goldring

Date: _____ Menahem Kaplan Date: _____ Sagee Rosen

Date: _____ Omer Keilaf Date: _____ Uri Kinrot

Date: _____ Kai Engelhardt

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____

Dror Sharon

Date: 27/7/14


Damian Goldring

Date: _____

Menahem Kaplan

Date: _____

Sagee Rosen

Date: _____

Omer Keilaf

Date: _____

Uri Kinrot

Date: _____

Kai Engelhardt

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____ Dror Sharon Date: _____ Damian Goldring

Date: Jul 25, 2014 Menahem Kaplan *[Signature]* Date: _____ Sagee Rosen

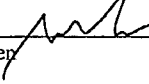
Date: _____ Omer Keilaf Date: _____ Uri Kinrot

Date: _____ Kai Engelhardt

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____ Date: _____
Dror Sharon Damian Goldring

Date: _____ Date: 26/7/2014 _____
Menahem Kaplan Sagee Rosep 

Date: _____ Date: _____
Omer Keilaf Uri Kinrot


Date: _____
Kai Engelhardt

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____ Date: _____
Dror Sharon Damian Goldring

Date: _____ Date: _____
Menahem Kaplan Sagee Rosen

Date: 25.7.14 _____ Date: _____
 Omer Keilaf Uri Kinrot

Date: _____
Kai Engelhardt

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____ Dror Sharon Date: _____ Damian Goldring

Date: _____ Menahem Kaplan Date: _____ Sagee Rosen

Date: _____ Omer Keilaf Date: July 25, 2014 Uri Kinrot

Date: _____ Kai Engelhardt

PATENT ASSIGNMENT

Docket Number 45151-702.102

Date: _____ Date: _____
Dror Sharon Damian Goldring

Date: _____ Date: _____
Mennhem Kaplan Sagee Rosen

Date: _____ Date: _____
Omer Keilaf Uri Kinrot

Date: 25.7.14 Kai Engelhardt
Kai Engelhardt

WHEREAS, the undersigned:

1. **NIR, Ittai**
46 Louis Marshall St.
Tel Aviv, Israel 6200906

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in **SPECTROMETRY SYSTEM** for which application serial number 61/923,422 was filed on January 3, 2014, in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, **VERIFOOD LTD.**, a corporation of **ISRAEL**, having a place of business at **P.O. Box 12414, Herzliya Industrial Zone, Herzliya Israel 46733**, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 2/7/14

Ittai Nir
Ittai Nir

PATENT ASSIGNMENT

Docket Number 45151-702.602

WHEREAS, the undersigned:

1. WAISBERG, Nitzan
2 Shmuel Shnitzer St.
6958311 Tel-Aviv
Israel

2. COHEN BAR-ON, Dana
15 Nahal Kane St.
4424570 Kfar-Saba
Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SPECTROMETRY SYSTEMS, METHODS, AND APPLICATIONS

for which PCT Application Serial No. PCT/IL2015/050002 was filed on 03 January 2015 in the Israeli Receiving Office of the Patent Cooperation Treaty; (hereinafter "Application(s)").

WHEREAS, VERIFOOD, LTD., a corporation of Israel, having a place of business at P.O. Box 12414, Herzliya Industrial Zone, 46733 Herzliya, Israel, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

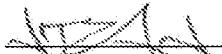
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6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

PATENT ASSIGNMENT

Docket Number 45151-702.602

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3.3.16 

Date: _____

Nitzan WAISBERG

Dana COHEN BAR-ON

RECEIVED AND AGREED TO BY ASSIGNEE:
APPLICANT COMPANY, INC.

Date: _____

By: _____

Name: Dror SHARON

Title: Chief Executive Officer

PATENT ASSIGNMENT

Docket Number 45151-702.602

WHEREAS, the undersigned:

1. WAISBERG, Nitzan
2 Shmuel Shnitzer St.
6938311 Tel-Aviv
Israel

2. COHEN BAR-ON, Dana
15 Nahal Kane St
4424570 Kfar-Saba
Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SPECTROMETRY SYSTEMS, METHODS, AND APPLICATIONS

for which PCT Application Serial No. PCT/IL2015/050002 was filed on 03 January 2015 in the Israeli, Receiving Office of the Patent Cooperation

Treaty;
(hereinafter "Application(s)").

WHEREAS, VERIFOOD, LTD., a corporation of Israel, having a place of business at P.O. Box 12414, Herzliya Industrial Zone, 46733 Herzliya, Israel, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

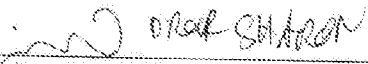
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

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PATENT ASSIGNMENT		Docket Number 45151-702.602
IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:		
Date: _____	Date: _____	
Nitzan WAISBERG	Dana COHEN BAR-ON	
RECEIVED AND AGREED TO BY ASSIGNEE: APPLICANT COMPANY, INC.		
Date: <u>03/03/2016</u>	By: 	Name: Dror SHARON
		Title: Chief Executive Officer

WHEREAS, the undersigned:

1. WAJSBERG, Nissan
2 Shmuel Shinitzer St.
6958311 Tel-Aviv
Israel

2. COHEN BAR-ON, Dana
15 Nahal Karm St.
4824570 Kfar-Saba
Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SPECTROMETRY SYSTEMS, METHODS, AND APPLICATIONS

for which PCT Application Serial No. PCT/IL2015/030802 was filed on 03 January 2015 in the Israeli Receiving Office of the Patent Cooperation Treaty; (hereinafter "Application(s)").

WHEREAS, VERIFOOD, LTD., a corporation of Israel, having a place of business at P.O. Box 12414, Herzliya Industrial Zone, 46733 Herzliya, Israel, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

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PATENT ASSIGNMENT

Docket Number 45151-702.602

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Date: 10 Apr 16

Nitzan WAISBERG

Dana COHEN BAR-ON

RECEIVED AND AGREED TO BY ASSIGNEE:
APPLICANT COMPANY, INC.

Date: _____

By: _____

Name: Dror SHARON

Title: Chief Executive Officer