

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4434164

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WESTHAM LTD.	02/01/2017
RECEIVING PARTY DATA		
Name:	WTO INVESTMENTS, LLC	
Street Address:	5950 BERKSHIRE # 400	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75225	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15115922
CORRESPONDENCE DATA		
Fax Number:		
<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:	516-301-1649	
Email:	ydm@FlashPointIP.com	
Correspondent Name:	ADV. DALIA MOUALLEM, ESQ.	
Address Line 1:	RABBAN GAMLIEL 2	
Address Line 4:	ELAD, ISRAEL 4083201	
ATTORNEY DOCKET NUMBER:	50510-3-03-US	
NAME OF SUBMITTER:	DALIA MOUALLEM	
SIGNATURE:	/Dalia Mouallem/	
DATE SIGNED:	05/29/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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FIRST AMENDED PATENT ASSIGNMENT AGREEMENT

This First Amended Patent Assignment Agreement (this "Assignment") is made and entered into as of February 1, 2017, by and between Westham Ltd., a company incorporated under the laws of the State of Israel ("Westham") and WTO Investments, LLC, a Texas limited liability company ("JV"), pursuant to that certain Contribution, Purchase and Subscription Agreement, dated as of November 6, 2013 (the "Contribution Agreement") and that certain Management Agreement, dated as of November 6, 2013 (the "Management Agreement"), between Westham and JV. Capitalized terms used but not defined herein shall have the meanings set forth in the Contribution Agreement.

RECITALS

WHEREAS, pursuant to the Contribution Agreement, Westham agreed to transfer and assign unto JV certain Contributed Assets, including all of Westham's right, title and interest in, to and under certain Intellectual Property Assets owned by Westham;

WHEREAS, pursuant to the Management Agreement, Westham agreed that all inventions, improvements, and ideas made or conceived in connection with or during the performance of executive services and research and development services for JV would be the property of JV;

WHEREAS, Westham and JV previously entered into that Patent Assignment Agreement dated as of November 6, 2013 and attached as Exhibit B in which Westham assigned to JV all of Westham's right, title and interest in, to and under certain United States and foreign patent rights owned by Westham on November 6, 2013;

WHEREAS, since November 6, 2013 Westham has filed additional United States and foreign patent rights subject to assignment to JV as Intellectual Property Assets under the Contribution Agreement and under the Management Agreement; and

WHEREAS, pursuant to the terms and conditions of this Assignment and the Contribution Agreement and the Management Agreement, Westham desires to confirm its assignment to JV of all of Westham's right, title and interest in, to and under the United States and foreign patent rights owned by Westham and listed on Exhibit A attached hereto and incorporated herein by reference ("Patents"), and JV desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

For the consideration set forth in the Contribution Agreement and the Management Agreement, and intending to be legally bound, Westham hereby irrevocably sells, assigns, conveys, transfers, delivers, and sets over to JV and its successors and assigns, all of the right, title, and interest of Westham in and to all of the Patents listed on Exhibit A hereto in the United States and all jurisdictions outside the United States, including the right to apply for letters patent in any and all such jurisdictions based on said Patents, and including all divisionals, renewals, substitutes, continuations, continuations-in-part, reexaminations, inter partes reviews, reissues,

extensions, and conventions applications or patents based upon such Patents, and any and all letters patent that may issue thereon, in any and all such jurisdictions, to the full end of the term or terms for which said letters patent may be issued, and every priority right that may be predicated upon the foregoing, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns to be used as fully and entirely as said rights would have been held and enjoyed by Westham if this assignment had not been made.

Westham will (a) execute and deliver such further instruments and documents and take such other actions as JV may reasonably request in order to effectuate the purposes of this Assignment and to carry out the terms hereof, and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations, and agreements, or otherwise to consummate and make effective the transactions contemplated by this Assignment.

Westham hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record the transfer of the Patents to JV as purchaser and assignee of Westham's entire right, title and interest in, to and under the Patents, and to issue to Assignee all letters patent and other items referred to above which may issue with respect to the Patents, in accordance with this Assignment

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

The terms and provisions of this Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

Westham and JV acknowledge and agree that the terms of the Contribution Agreement, including the representations, warranties, covenants, agreements and indemnities, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this Assignment, the terms of the Contribution Agreement shall govern. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WESTHAM LTD.

By Amir Galili
Name: AMIR GALILI
Title: CEO

Westham LTD
ווסטהאם בע"מ

WTO INVESTMENTS, LLC

By _____
Name: _____
Title: _____

[NOTARIZATION]

[First Amended Patent Assignment Agreement]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WESTHAM LTD.

By _____
Name: Amir Galili
Title: CEO

WTO INVESTMENTS, LLC

By 
Name: Rick J. O'Brien
Title: President

[NOTARIZATION]

[First Amended Patent Assignment Agreement]

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Exhibit A

1. U.S. Patents and Patent Applications

U.S. Patent No. 8,420,070

U.S. Patent No. D612,445

U.S. Patent No. D612,447

U.S. Provisional Patent Application Serial No. 61/724,323

U.S. Patent No. 9,220,255

U.S. Patent Application No. 15/115,922

2. Other Patents and Patent Applications

International Patent Application No. PCT/IL2007/000612 and its national phase applications:

China Patent Application Serial No. 200780024337.40

Brazil Patent Application Serial No. PI 0710746-3

Mexico Patent No. 2008-014897

India Patent Application No. 7071/CHENP/2008

International Patent Application No. PCT/IL2013/050920 and its national phase applications:

OAPI Patent Application No. 1201500167 (Patent No. 17300)

Japan Patent Application No. 2015-541300

European Patent Application No. 13852596.9

ARIPO Patent Application No. AP/P/2015/008509

South Africa Patent Application No. 2015/06664

Canada Patent Application No. 2929704

International Patent Application No. PCT/IL2015/050060 and its national phase applications:

European Patent Application No. 15742813.7

China Patent Application No. 201580011713.0

India Patent Application No. 201647029451

Japan Patent Application No. 2016-567173

OAPI Patent Application No. 1201600309

ARIPO Patent Application No. AP/P/2016/009380

South Africa Patent Application No. 2016/05567

3. Foreign Design Registrations

China Design Registration No. 30203016.2

4. Patent Applications in Progress

All applications filed on technology entitled "Bait Stations for Biting Flies in Blood-Seeking Mode" having FlashPoint IP Attorney Docket No. 50510-4

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