

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4663305

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HOLA NETWORKS LTD.		09/25/2017
RECEIVING PARTY DATA		
Name:	HOLA NEWCO LTD.	
Street Address:	3 HAMACHSHEV ST.	
City:	NETANYA	
State/Country:	ISRAEL	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Application Number:	15089721	
Application Number:	15344512	
Application Number:	14025109	
Application Number:	15350056	
Application Number:	13034239	
Application Number:	14024977	
Application Number:	14162953	
Application Number:	12467814	
Application Number:	12836059	
Application Number:	13363784	
Application Number:	14210995	
Application Number:	14925437	
Application Number:	14717267	
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:	+972544444577	
Email:	yehuda@maypatents.com	
Correspondent Name:	MAY PATENTS LTD. C/O DORIT SHEM-TOV	
Address Line 1:	P.O.B 7230	
Address Line 4:	RAMAT-GAN, ISRAEL 5217102	

PATENT

ATTORNEY DOCKET NUMBER:	HOLA-US#003
NAME OF SUBMITTER:	YEHUDA BINDER
SIGNATURE:	/Yehuda Binder/
DATE SIGNED:	10/30/2017
Total Attachments: 6 source=ip.assignment.deed#page1.tif source=ip.assignment.deed#page2.tif source=ip.assignment.deed#page3.tif source=ip.assignment.deed#page4.tif source=ip.assignment.deed#page5.tif source=ip.assignment.deed#page6.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement (this “**Agreement**”) is made as of September 25, 2017 (the “**Effective Date**”) by and between Hola Networks Ltd. with an address at 3 Hamachshev Street, Netanya, Israel (“**Assignor**”) and Hola Newco Ltd. (“**Assignee**”) with an address at 3 Hamachshev Street, Netanya, Israel (hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of August 10, 2017 (the “**Asset Purchase Agreement**”); and

WHEREAS, the Asset Purchase Agreement contemplates that Assignor shall execute and deliver this IP Assignment for the purposes of evidencing Assignor’s assignment to Assignee of all of the Business Intellectual Property Rights (as such term is defined in the Asset Purchase Agreement), including certain patent applications and patents as set forth on **Exhibit A** (the “**Patents**”); and

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis in and to those certain Assigned IP (it being clarified that such assignment shall not derogate from the Assignor’s right and title to the Jointly Owned Intellectual Property (as such term is defined in the Asset Purchase Agreement)).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. ASSIGNMENT

1.1 Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all of its rights, title and interest of every kind and character throughout the world in and to (a) the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing, and all pending and abandoned patent applications to which any of the Patents claim priority); (b) all inventions, invention disclosures, and discoveries described in the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents; (c) all patents which are subject to a terminal disclaimer with any of the Patents, (d) all goodwill associated therewith; (e) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing and to retain any damages and profits due or accrued); and (f) any and all other rights and interests arising out of, in connection with or in relation to the Patents, in each case without derogating from the Assignor’s right and title to the Jointly Owned Intellectual Property (as such term is defined in the Asset Purchase Agreement). The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as **Exhibit B**. Upon Assignee’s request and at Assignee’s expense, Assignor will take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

1.2 **Appointment.** In the event that Assignee is unable, after reasonable effort, for any reason whatsoever, to secure Assignor’s signature to any document Assignor is required to execute pursuant to this

Section 1 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 1 with the same legal force and effect as if executed by Assignor.

2. **Authority.** Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.

3. **GENERAL**

3.1 **Governing Law; Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of Israel, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. Any disputes arising out of or in connection with this Agreement shall be resolved in the manner set forth in Section 9 of the Asset Purchase Agreement.

3.2 **No Waiver.** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

3.3 **Relationship with Asset Purchase Agreement and License Agreement.** This Agreement (including any exhibit(s) hereto) is an instrument of transfer and assumption contemplated by, and is executed and delivered pursuant and subject to, the Asset Purchase Agreement, and nothing contained herein shall be deemed to supersede, enlarge, modify or diminish any of the provisions of the Asset Purchase Agreement or any rights, obligations, agreements, covenants, representations or warranties of the parties under the Asset Purchase Agreement, or the License Agreement which is an exhibit to the Asset Purchase Agreement, all of which survive the delivery and execution of this Agreement. If any conflict exists between the terms of this Agreement, the Asset Purchase Agreement and the License Agreement, then the terms of the Asset Purchase Agreement shall govern and prevail.

3.4 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

3.5 **Entire Agreement.** This Agreement together with the Asset Purchase Agreement, including any exhibit(s) hereto and thereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter.

3.6 **Amendment.** No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

Hola Networks Ltd.

By: 

Name (Print): OFEK VILENSKI

Title: CEO

ASSIGNEE

Hola Newco Ltd.

By: 

Name (Print): OFEK VILENSKI

Title: CHAIRMAN

Exhibit A - Patents

Patent Family	DB Ref.	Country	Filing date	Filing number	Publication date	Publication number	Grant date	Grant number
Streaming Video	HOLA-001-US	US	Apr 4, 2016	15/089,721	Nov 17,2016	US 2016/0337426		
Faster DNS	HOLA-002-US4	US	Nov 6, 2016	15/344,512	Feb 23,2017	US 2017/0054681		
Faster Internet	HOLA-005-US2	US	Sep 12, 2013	14/025,109	Jan 16,2014	2014/0019514		
Streaming Video	HOLA-006-Prov	US-Prov.	Aug 3, 2016	62/370,253				
Faster DNS	HOLA-002-US1	US	Feb 24, 2011	13/034,239	May 17,2012	US 2012/0124239	Mar 11, 2014	8671221
Larger Cache	HOLA-004-US6	US	Nov 13, 2016	15/350,056	Mar 2,2017	US 2017/0060747		
Faster Internet	HOLA-005-IL	IL	Apr 15, 2012	219196	Jun 28,2012	219196	Jul 1, 2017	219196
Larger Cache	HOLA-004-US3	US	Sep 12, 2013	14/024,977	Jan 16,2014	2014/0019687	May 6, 2014	8719505
Streaming Video	HOLA-001-PCT	PCT	May 4, 2016	PCT/IL2016/050466	Nov 17,2016	WO 2016/181383		
Faster DNS	HOLA-002-US2	US	Jan 24, 2014	14/162,953	May 22,2014	US 2014/0143370	May 26, 2015	9043429
Larger Cache	HOLA-004-US1	US	May 18, 2009	12/467,814	Nov 18,2010	2010/0293336	Mar 13, 2012	8135912
Faster Internet	HOLA-005-US1	US	Jul 14, 2010	12/836,059	Apr 14,2011	2011/0087733	Oct 15, 2013	8560604
Larger Cache	HOLA-004-US2	US	Feb 1, 2012	13/363,784	Jul 26,2012	2012/0191911	Nov 5, 2013	8578098
Larger Cache	HOLA-004-US4	US	Mar 14, 2014	14/210,995	Jul 17,2014	2014/0201455	Dec 1, 2015	9201808
Larger Cache	HOLA-004-US5	US	Oct 28, 2015	14/925,437	Feb 18,2016	2016/0048456	Dec 13, 2016	9519593
Faster DNS	HOLA-002-US3	US	May 20, 2015	14/717,267	Sep 10,2015	US 2015/0256507	Dec 6, 2016	9515981
Streaming Video	HOLA-001.1	US-Prov.	May 14, 2015	62/161,553				
Streaming Video	HOLA-001.2	US-Prov.	Jun 10, 2015	62/173,411				
Streaming Video	HOLA-001.3	US-Prov.	Aug 26, 2015	62/210,081				
Streaming Video	HOLA-001.4	US-Prov.	Mar 15, 2016	62/308,291				
Faster DNS	HOLA-002-PCT	PCT	Nov 7, 2011	PCT/US2011/059494	May 24,2012	WO 2012/067862		
Faster DNS	HOLA-002-US-Pro.	US-Prov.	Nov 17, 2010	61/414,641				
Larger Cache	HOLA-004-PCT	PCT	May 7, 2010	PCT/US2010/034072	Nov 25,2010	WO 2010/135096		

Patent Family	DB Ref.	Country	Filing date	Filing number	Publication date	Publication number	Grant date	Grant number
Faster Internet	HOLA-005-BR	BR	Oct 8, 2010	BR11 2012 008283 3				
Faster Internet	HOLA-005-CN	CN	Oct 8, 2010	201080052448-8	Sep 12, 2012			
Faster Internet	HOLA-005-EP	EP	Oct 8, 2010	10822724 0	Aug 15, 2012	2486415		
Faster Internet	HOLA-005-IN	IN	Oct 8, 2010	3148/CHENP/2012				
Faster Internet	HOLA-005-JP	JP	Oct 8, 2010	2012533329	Mar 4, 2013	2013-507694	Feb 20, 2015	JP 5697675
Faster Internet	HOLA-005-KR	KR	May 4, 2012	2012-7011711		20120083903		
Faster Internet	HOLA-005-PCT	PCT	Oct 8, 2010	PCT/US2010/051881	Apr 14, 2011	WO 2011/044402		
Faster Internet	HOLA-005-RU	RU	Oct 8, 2010	2012118601			Apr 20, 2015	2549135
Faster Internet	HOLA-005-US- Prov.	US- Prov.	Oct 8, 2010	61/249,624				

EXHIBIT B
CONFIRMATORY PATENT ASSIGNMENT FORM
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT

WHEREAS, Hola Networks Ltd. an Israeli company with its principal place of business at 3 Hamachshev Street, Netanya, Israel ("**ASSIGNOR**") owns certain patent applications and/or registrations, as set forth in Attachment 1 attached hereto and incorporated herein by this reference ("**PATENTS**"); and

WHEREAS, Hola Newco Ltd. with an address at 3 Hamachshev Street, Netanya, Israel ("**ASSIGNEE**"), desires to acquire all of the right, title and interest of **ASSIGNOR** in, to and under the **PATENTS**;

WHEREAS, **ASSIGNOR** and **ASSIGNEE** have entered into a certain Assignment Agreement, dated September , 2017, assigning, among other things, all right, title and interest in and to the **PATENTS** from **ASSIGNOR** to **ASSIGNEE**;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by **ASSIGNEE** to **ASSIGNOR**, the receipt and sufficiency of which hereby is acknowledged, **ASSIGNOR** does hereby sell, assign, transfer and convey unto **ASSIGNEE** its entire right, title and interest in and to the **PATENTS**, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the **PATENTS** (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the **PATENTS**.

IN WITNESS WHEREOF, **ASSIGNOR** has caused this Assignment to be duly executed by an authorized officer on this day of September 25, 2017.

Hola Networks Ltd.

By: 

Name: Ofir Wais

Title: CEO