

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4804850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAMOT AT TEL-AVIV UNIVERSITY LTD.	11/23/2014
RECEIVING PARTY DATA	
Name:	MEITAL ZILBERMAN
Street Address:	6 SASHA ARGOV ST.
City:	TEL-AVIV
State/Country:	ISRAEL
Postal Code:	6962016
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15234027
Application Number:	15837827
Patent Number:	9446226
CORRESPONDENCE DATA	
Fax Number:	(973)295-1360
<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>	
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Email:	NJDOCKET@GTLAW.COM
Correspondent Name:	GREENBERG TRAUIG, LLP
Address Line 1:	500 CAMPUS DRIVE
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Address Line 4:	FLORHAM PARK, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	172885-010400
NAME OF SUBMITTER:	CHRISTINE LUCAS
SIGNATURE:	/Christine Lucas/
DATE SIGNED:	02/01/2018
Total Attachments: 10	
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ASSIGNMENT AND REVENUE SHARING AGREEMENT

This Assignment and Revenue Sharing Agreement ("Agreement") is made and entered into as of this 23 day of November, 2014, by and between Ramot at Tel Aviv University Ltd. and Prof. Meital Zilberman, Israel identification number 23613847 (the "Inventor").

WHEREAS in the course of the performance of research at Tel Aviv University ("TAU"), Inventor invented (i) an invention titled: "Drug-Delivering Composite Structures", as disclosed in the patent applications/patents listed in Exhibit B1 attached hereto, and (ii) an invention titled: "Drug-Eluting Films", as disclosed in the patent applications/patents listed in Exhibit B2 attached hereto (collectively, the "Inventions"); and

WHEREAS by operation of law, under TAU's Patent Regulations and/or under the terms of their employment or other relationships with TAU, and according to agreement between TAU and Ramot, all rights, title and interest in and to any and all inventions and discoveries arrived at by employees, post-doctoral fellows, students, visiting researchers and other researchers at TAU as a consequence of their employment or other relationship with TAU are owned by Ramot; and

WHEREAS Ramot is the registered owner of the patent applications/patents listed in Exhibits B1 and B2 which relate to the Inventions; and

WHEREAS, Ramot and Active Healing Bio Medical Ltd. ("Active Healing") entered into an amended and restated license agreement on April 14, 2013 under which Ramot granted Active Healing a license with respect to the Inventions, and such license agreement was terminated pursuant to a notice of termination dated April 23, 2014; and

WHEREAS after further review of the aforementioned patent applications and/or patents, Ramot has determined that it is not interested in continuing the prosecution of such patent applications and/or patents; and

WHEREAS the Inventor has notified Ramot that it wishes to have Ramot assign the aforementioned patent applications and/or patents to Inventor to enable Inventor to attempt to commercialize them; and

WHEREAS Ramot is willing to assign all of its rights in and to such patent applications and/or patents to Inventor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Definitions.

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

1.1. "Assigned Patent Rights" shall mean (i) the patent applications and/or patents specified in the preamble to this Agreement, (ii) any and all patents arising or

resulting from said applications; (ii) any and all extensions or other governmental actions with respect to the foregoing that provide exclusive rights to the patent holder beyond the original patent expiration date; and (iv) any and all substitutions, confirmations, registrations, revalidations, re-examinations, reissues, continuations, or divisions of or to any of the foregoing.

1.2. "Equity Securities" shall mean (i) any shares, stock or partnership units, (ii) any other securities evidencing an ownership interest in a company, partnership or other form of entity, and (iii) any securities (including, options, warrants, convertible debentures) convertible into or exercisable for any of the foregoing, or any agreement or commitment to issue any of the foregoing.

1.3. "Expenses" shall mean:

(a) all reasonable and customary out-of-pocket expenses and professional fees, including legal fees, patent agent fees and fees paid to other third party experts, incurred by Inventor, following the Effective Date, in connection with: (i) the filing, prosecution, maintenance or enforcement of any patent application or patent included in the Assigned Patent Rights; (ii) the preparation, negotiation, execution and/or enforcement of any agreement relating to the sale, lease, license or assignment of rights in and to the Invention or under the Assigned Patent Rights; or (iii) the enforcement of rights in and to or under the Assigned Patent Rights; and

(b) taxes (i) imposed by any applicable law on Inventor as a result of the receipt of Receipts except for Israeli income tax and/or Israeli social security tax, and (ii) paid by Inventor to the relevant tax authority.

1.4. "Inventor" shall mean the person or persons identified as the Inventor in the preamble to this Agreement

1.5. "Patent Regulations" shall mean the TAU Patents Regulations (תקון הפטנטים) as may be amended or replaced from time to time.

1.6. "Receipts" shall mean all consideration or compensation of whatever nature (including cash, Equity Securities, and any other non-monetary consideration) actually received by or on behalf of Inventor or a Relative (or by a third party, or its successors or assigns, who directly or indirectly received the same in lieu of Inventor or his/her Relative as a result of an assignment of such interests by Inventor or Relative to such third party) from the commercialization of the Inventions and/or Assigned Patent Rights (including without limitation through the sale, lease, grant of licenses or other rights under or with respect to, or the assignment of rights in or to, the Assigned Patent Rights, in whole or in part, or with respect to the grant of an option with respect to any of the foregoing) or from enforcing rights in and to the Assigned Patent Rights; provided that in the case of transactions not at arm's length, Receipts shall be calculated based on the fair market value of such consideration or transaction, assuming an arm's length transaction. For clarification, receipts do not include compensation for consulting services performed by the Inventor for a third party.

1.7. "Relative" shall mean any relative by blood, marriage or adoption of the Inventor.

1.8. "Service Invention" shall mean a service invention (המצאת שירות) as defined in the Patent Regulations made by Inventor, alone or with others.

2. Sale, Assignment and Transfer.

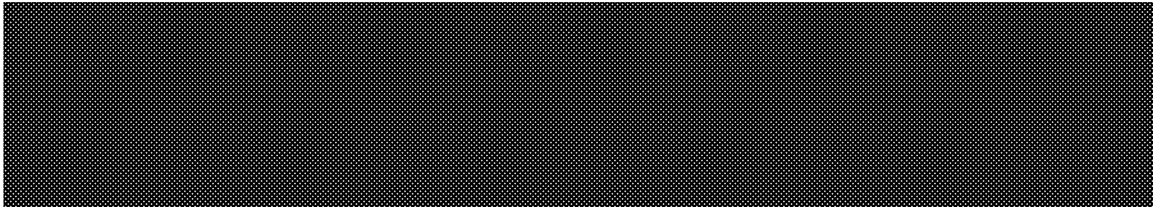
2.1. Subject to the Inventor's full compliance with the terms of this Agreement, Ramot agrees to assign, convey and transfer to Inventor all of Ramot's right, title and interest in and to the Assigned Patent Rights.

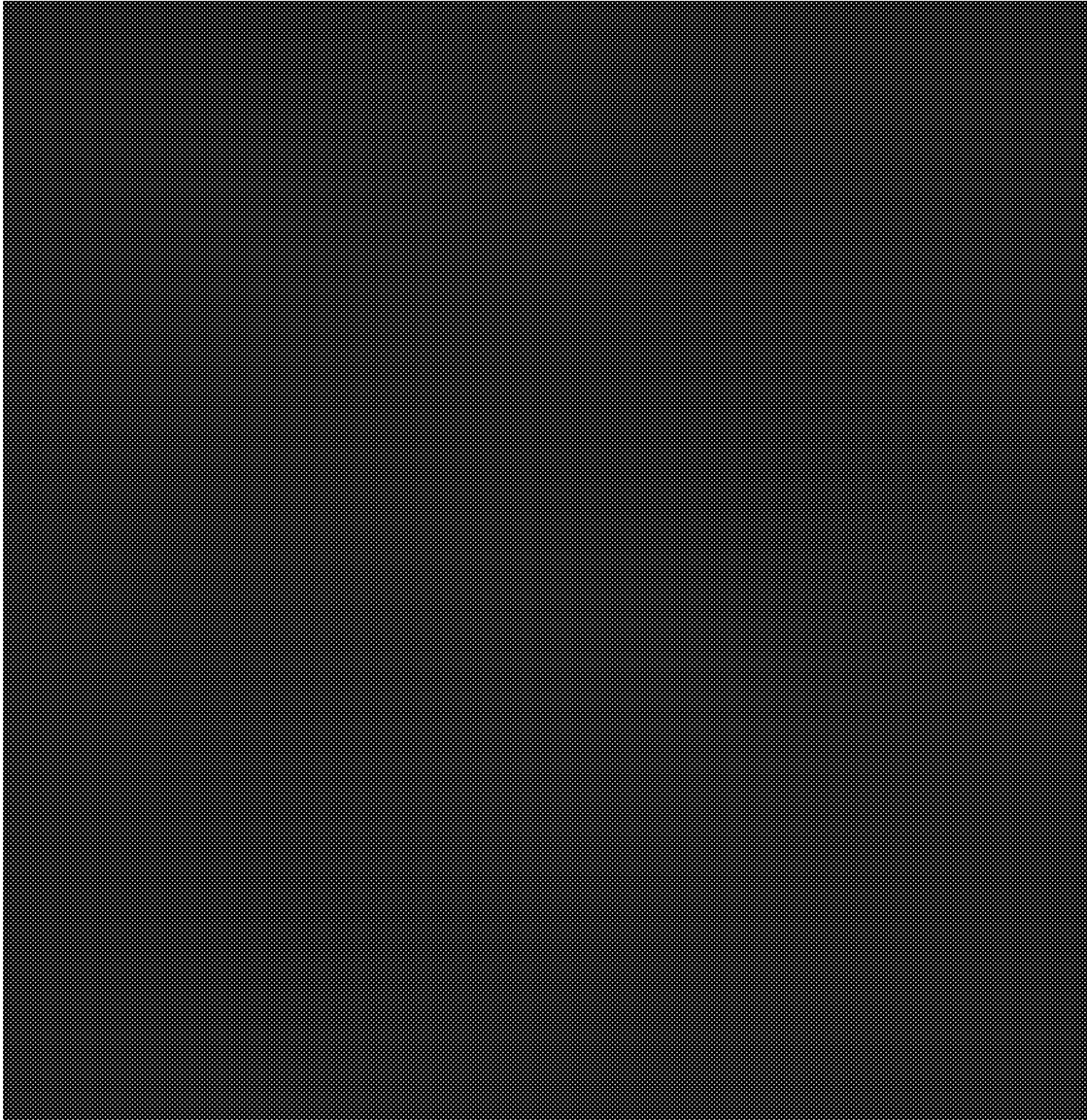
2.2. Ramot shall sign a patent assignment document in a form provided by the Inventor or the Inventor's patent counsel and reasonably acceptable to Ramot. Ramot agrees to execute upon the request of Inventor such additional instruments, applications, declarations and forms, as may be necessary under any relevant law or as may be required by any official or authority, to continue, secure, defend, register and otherwise give full effect to, and perfect the full assignment under the Assigned Patent Rights.

2.3. The assignment made hereby only covers the Assigned Patent Rights, and will not cover future inventions or related inventions that are Service Inventions or to any background rights owned by Ramot that may be needed to practice the Inventions. The assignment does not cover any continuation-in-part applications where new matter is added that is not part of the Inventions.

3. Commercialization by Inventor.

Inventor may not, directly or indirectly, grant any rights under the Invention and/or the Assigned Patent Rights to a third party or otherwise commercialize the Invention and/or Assigned Patent Rights (including without limitation licensing, sale, transfer or assignment of the Invention and/or Assigned Patent Rights to a third party) until Inventor has provided Ramot with a copy, executed by such third party, of the standard indemnity and insurance provisions described in Section 9 below and set forth in Exhibit A hereto.





5. Reporting.

Inventor undertakes, on behalf of itself and its heirs, executors, administrators and assigns, to keep full, true, and accurate books of accounts containing all particulars that may be necessary for the purpose of showing the consideration payable or allocable to Ramot hereunder. Inventor undertakes to provide Ramot, within 30 (thirty) days of the end of each calendar year, with an annual report concerning the patenting, use, licensing, sublicensing, sale, transfer or assignment of the Inventions and/or Assigned Patent Rights, the terms of any such transactions and the amounts and other consideration due to Ramot therefrom, and such other information as Ramot may reasonably request from time to time. No report will be required if no such patenting, use, licensing, sublicensing, sale, transfer or assignment of the Inventions and/or Assigned Patent Rights occurred in the calendar year.

6. License Back.

Inventor hereby grants TAU, its faculty, students, technicians and other researchers a non-exclusive, royalty-free, perpetual license under the Assigned Patent Rights to practice the Inventions solely for non-commercial academic research purposes.

7. Representation and Covenants.

7.1 Inventor hereby represents and warrants that she has complied with all obligations under the Patent Regulations to adequately and accurately disclose the Invention and that she is the only Inventor of the Inventions. Inventor further represents and warrants that she has complied with the obligation to fully disclose the usefulness of the Inventions and any related Service Inventions, and has supplied Ramot with all corresponding data in her possession which would assist Ramot to evaluate the commercial potential of the Inventions and to identify and negotiate with potential licensees.

7.2 Inventor understands that the Assigned Patent Rights are being assigned to her for her own personal activities. TAU does not have any responsibility to further develop the Inventions, and TAU shall not be obligated to expend any additional funds, equipment, facilities or other resources. Inventor agrees not to use any TAU funds, equipment, facilities, or other resources to patent, market, license, sell or otherwise commercially develop the Inventions after execution of this Agreement without Ramot's prior written approval.

7.3 Inventor agrees and undertakes that any further research conducted by Inventor that is related to the Invention will be performed in compliance with the prevailing TAU regulations regarding conflict of interest. Inventor understands and agrees that the rights in any improvements to the Inventions or new inventions stemming from any such continued research will be governed by the terms of the Patent Regulations.

8. No Warranties.

Ramot and TAU make no representations and extend no warranties of any kind, either express or implied (including but not limited to no warranties of merchantability, fitness for a particular purpose, validity of the patent right claims, issued or pending, or the absence of latent or other defects, whether or not discoverable). Nothing in this Agreement shall be construed as a representation made or warranty given by Ramot that the practice by Inventor or any other person of the Inventions shall not infringe the patent rights of any other party, including those of Ramot or TAU. In no event, shall Ramot or TAU be liable for incidental or consequential damages of any kind, including economic damages or injury to property and lost profits, regardless of the whether Ramot or TAU shall be advised, shall have other reasons to know, or in fact shall know of the possibility.

9. Indemnification

Inventor undertakes that all licenses, assignments, or other written documents between Inventor and any other entity or person (including any entity or business owned in full or in part by Inventor) pursuant to which the Inventor transfers or grants rights in or to the Invention or Assigned Patent Rights will contain the standard indemnity and insurance provisions set forth in Exhibit A hereto and shall state that Ramot, TAU, their governors, directors, officers, employees, affiliates, agents, and students are agreed to be third party beneficiaries of said agreement.

10. Publicity Restrictions.

Inventor shall not use the name of Ramot, TAU or any of their governors, directors, officers, other faculty, researchers, students, employees, or agents, or any adaptation of such names, in any promotional material or other public announcement or disclosure relating to the subject matter of this Agreement without the prior written consent of Ramot.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the parties with respect to same.

11.2. Notices. Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to Inventor:

Prof. Meital Zilberman
6 Sasha Argov St., Tel-Aviv 6962016

If to Ramot:

Ramot at Tel Aviv University Ltd.
P.O. Box 39296
Tel Aviv 61392
Attn: CEO
Fax: 972-3-640-6675

Any notice shall be deemed to have been received as follows: (i) by personal delivery, upon receipt; (ii) by facsimile, one business day after transmission or dispatch; (iii) by airmail, three (3) business days after delivery to the postal authorities by the party serving notice. If notice is sent by facsimile, a confirming copy of the same shall be sent by mail to the same address.

11.3. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Israel, without regard to the application of principles of conflicts of law. The parties hereby consent to personal jurisdiction in Israel and agree that the competent court in Tel Aviv, Israel shall have sole jurisdiction over any and all matters arising from this Agreement.

11.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

11.5. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay

or failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

11.6. Severability. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

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

Ramot at Tel Aviv University Ltd.

By: S. Hirsch
Shulamit Hirsch, Ph.D.
Director, Intellectual Property
Name: _____

By: _____

Name: _____

Title: Irit Ben-Chlouch
Irit Ben-Chlouch
VP Business Development
Life Sciences

Title: _____

Inventor:

Meital Zilberman
Prof. Meital Zilberman

Exhibit A

Indemnification Provisions

[*enter name of other entity or person*] shall indemnify, defend, and hold harmless Ramot, Tel Aviv University, their affiliates and their respective governors, directors, officers, employees, students and agents and their respective successors, heirs and assigns (the "Protected Parties"), against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon any of the Protected Parties in connection with any claims, suits, actions, demands or judgments ("Claims") arising out of any theory of liability (including without limitation actions in the form of tort, warranty, infringement or strict liability and regardless of whether such action has any factual basis) concerning or in any way related to the use of the Invention or practice of Patent Rights or related to any product or service developed, made, used, or sold based on the Invention.

Prior to the first commercial sale of any product incorporating or based on or using the Invention, [*enter name of other entity or person*] shall obtain and maintain in full force and effect commercial, general liability insurance which shall be reasonably sufficient to cover [*enter name of other entity or person*] obligations indemnification obligations to the Protected Parties. Such insurance shall be written by a reputable insurance company, shall list Ramot and TAU as an additional insured thereunder, shall include product liability coverage and shall require thirty (30) days written notice to be given to Ramot prior to any cancellation or material change thereof.

Exhibit B1
Patent Applications and Patents

Ramot Ref.	Title	Inventors	Application Date	Application No	Country	Patent No	Grant Date	Status	Opening Status
2005063	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2005	60/742,869	US Provisional			EXPIRED	Provisional
2005063-00	A Mathematical Model for Predicting Controlled Release of Bioactive Agents from Composite Fiber Structures	Meital Zilberman-Engineering	17/07/2006	60/831,200	US Provisional			EXPIRED	Provisional
2005063-01	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	11/634,910	US CIP			Examination	One YR filing
2005063-02	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	PCT/IL2006/001411	PCT TREATY			EXPIRED	One YR filing
2005063-03	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	6821629	EUROPE	1957695	09/02/2011	Validated	National Phase
2005063-04	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	2008-544004	JAPAN			Examination	National Phase
2005063-05	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	2006800523-27-7	CHINA			Examination	National Phase

2005063-06	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	3463/CHEN P/2008	INDIA			Filed	National Phase
2005063-07	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	6821629	GERMANY	1957695	09/02/2011	Granted	Validation
2005063-08	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	6821629	FRANCE	1957695	09/02/2011	Granted	Validation
2005063-09	DRUG-DELIVERING COMPOSITE STRUCTURES	Meital Zilberman-Engineering	07/12/2006	6821629	UNITED KINGDOM	1957695	09/02/2011	Granted	Validation

Exhibit B2

2010049	Drug-Eluting Films	Meital Zilberman-Engineering	02/08/2010	61/369,811	US Provisional			EXPIRED	Provisional
2010049-00	Drug-Eluting Films	Meital Zilberman-Engineering	02/08/2011	13/196,050	U.S.A			Published	One YR filing