

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5038587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONFIDENTIALITY & INTELLECTUAL PROPERTY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MENASHE COHEN	05/02/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CFPH, LLC
<b>Street Address:</b>	110 EAST 59TH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16028641
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)308-7537
<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>	
<b>Phone:</b>	212-829-4841
<b>Email:</b>	patentdocketing@cantor.com
<b>Correspondent Name:</b>	LISA KOROVICH - INNOVATIONS DIVISION
<b>Address Line 1:</b>	CANTOR FITZGERALD, LP
<b>Address Line 2:</b>	110 EAST 59TH STREET, 6TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	18-2485
<b>NAME OF SUBMITTER:</b>	LISA KOROVICH
<b>SIGNATURE:</b>	/Lisa Korovich/
<b>DATE SIGNED:</b>	07/06/2018
<b>Total Attachments: 10</b>	
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**CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT**  
(hereinafter, the "Agreement")

WHEREAS, the undersigned ("Employee") acknowledges that the entity within the Cantor Fitzgerald/BGC Partners family of companies and strategic partners that employ Employee ("Employer") (together with its affiliates and strategic partners, from time to time, individually or collectively, as determined by Employer, from time to time, in its sole discretion, the context requires, collectively, the "Company") has created an environment in which the Employee is encouraged to create new inventions, whether or not these inventions are related to the business(es) of the Company or the particular tasks of the Employee;

WHEREAS, Employee acknowledges that it is within the scope of Employee's employment with the Employer to create new inventions;

WHEREAS, Employee acknowledges that the terms herein are applicable to Employee's employment with the Employer, that they are material terms of Employee's employment, and but for these terms the Employer would not have agreed to employ Employee or continue Employee's employment;

NOW, THEREFORE, in consideration of the Employer's employing or continuing to employ Employee, providing employment-related benefits to Employee and/or for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, Employee agrees as follows:

1. Definitions.

"Designs and Materials" means, collectively, any and all works of authorship, including all papers, materials, drawings, writings, devices, notes, records, documents, analytics, products, product plans, systems, computer programs, hardware, software (including all programs, object code, source code, outlines, routines, subroutines, revisions, supplements, modules, upgrades, logic and processes, architecture, functional and technical specifications, in each case, in any language, format or medium), and all designs, discoveries, inventions, engineering, services, technologies, information, ideas, configuration information, methods, processes, developments, formulas, research, concepts, names, brands, domain names, techniques, logic, know-how, algorithms, and any and all improvements to any of the foregoing (whether or not any of the foregoing are patentable, registrable or otherwise protectable under any patent, trademark, copyright or other law) which may be discovered, made, invented, conceived, developed, designed, created, reduced to practice, compiled, improved, modified, performed or produced by Employee in any format during Employee's employment with the Employer, alone or in conjunction with others, which:

(i) involve the use of any of the Company's products, services, equipment, supplies, facilities, processes, technology, personnel, Confidential Information, time, materials or assets; or

(ii) relate to any products, services, equipment, supplies, facilities, processes, technology, Confidential Information, materials or assets of the Company or that is(are) applicable to the past, present, or future subject matter of the Company's business(es), or which may be directly or indirectly utilized in connection therewith, in each case, whether or not Employee utilizes any of the Company's products, services, equipment, supplies, facilities, processes, technology, personnel, Confidential Information, time, materials or assets and whether or not developed at the Employer's direction.

"Intellectual Property Rights" means, collectively, any and all rights that may exist from time to time in this or any other jurisdiction, whether foreign or domestic, including under patent law, copyright law, publicity rights law, design rights law, moral rights law, trade secret law, semiconductor chip protection law, trademark law, unfair competition law, and any and all other proprietary rights of any sort throughout the world, applications for registrations therefor and any and all other intellectual property rights or other similar protections. (For the avoidance of doubt, Intellectual Property Rights shall include any and all of these rights and protections regardless of whether or not such rights or protections are registered, granted or perfected.)

"Confidential Information" means, collectively, any and all (a) trade secrets and confidential and/or proprietary information and records of or relating to the Company (including any and all trade secrets and confidential and/or proprietary information and records relating to any of the Company's past, present or prospective directors, officers, employees, agents, clients, correspondents, customers, counterparties, licensors, suppliers, service providers or other third parties, that have been or may be disclosed to the Company), which have been or may be developed or obtained or learned by or disclosed to Employee in the course of or in connection with Employee's employment with the Employer, either directly or indirectly, whether in writing, orally, electronically, or in any other format; and (b) Designs and Materials and the Intellectual Property Rights related thereto, including:

(i) technical information, including trade secrets, know-how, inventions, discoveries, improvements, products,

processes, methods, formulas, research, product plans, products, services, existing or proposed technology, systems, designs, drawings, writings, engineering, hardware configuration information, software (including all programs, object code, source code, outlines, routines, subroutines, revisions, supplements, modules, upgrades, logic and processes, architecture, functional and technical specifications, in each case, in any language, format or medium, and whether owned by or licensed to Company), developments, manufacturing processes; and

(ii) business information, including related to, existing or proposed business(es) of the Company, its business requirements, business logic, assets, accounts, data, activities, plans, pricing policies, clients, customers (including customer lists), markets, marketing plans and strategies, financial data, employee and salary information, manufacturing and procurement specifications, company organization information, or any other information concerning technical, administrative, management, financial, or marketing activities of, or relating in any way to, the Company or its business(es) or that of its clients, correspondents, customers, counterparties, licensors, suppliers, service providers or other third parties.

"New Products" means, collectively, any and all derivatives (whether tangible or intangible) of any Confidential Information (even if it shall cease to be considered confidential).

2. Property of the Employer.

(a) Assignment of Ownership.

(i) Employee acknowledges that any and all Designs and Materials and the Intellectual Property Rights related thereto shall be deemed to be works made for hire for and the exclusive property of Employer (or such entity(ies) as Employer may, from time to time, designate in its sole discretion). Employee hereby waives and irrevocably relinquishes for the benefit of Employer (and such entity(ies) as Employer may, from time to time, designate in its sole discretion) any and all moral rights in the works of authorship recognized by applicable law.

(ii) If any of the Designs and Materials, New Products, applications or registrations in any manner, form or jurisdiction related to any Names and Marks (as such terms are defined in Section 2(e) below) and/or any of the Intellectual Property Rights related to any of the foregoing may not, by operation of law or agreement, be considered works made for hire for Employer (or if ownership of any right, title or interest in any of the foregoing does not otherwise vest exclusively in the Employer or such entity(ies) as Employer may, from time to time, designate in its sole discretion), Employee hereby irrevocably assigns, without further consideration, to Employer (or such entity(ies) as Employer may, from time to time, designate in its sole discretion) any and all rights, title and interest (including any and all Intellectual Property Rights) in and to such Designs and Materials, New Products, applications and registrations in any manner, form or jurisdiction related to any Names and Marks. Without limiting any of the foregoing and in addition thereto, to the extent that Employee has or obtains any right, title or interest in or to any Designs and Materials, New Products, applications or registrations in any manner, form or jurisdiction related to any Names and Marks and/or any of the Intellectual Property Rights related to any of the foregoing, Employee shall ensure that such will be automatically, irrevocably and without further consideration, assigned and agrees to irrevocably, and without further consideration, assign to Employer (or such entity(ies) as Employer may, from time to time, designate in its sole discretion), all of her/his right, title and interest (including any and all Intellectual Property Rights) therein and thereto.

(iii) Without limiting any of the foregoing and in addition thereto, to the extent not works made for hire for or otherwise assigned to Employer (or to such entity(ies) as Employer may, from time to time, designate in its sole discretion) including pursuant to Section 2(a)(i) above or otherwise, Employee hereby grants to Employer a nonexclusive, royalty free, perpetual, irrevocable, unrestricted, transferable (in whole or in part), assignable (in whole or in part), worldwide license, with the right to grant and authorize sublicensees, to make, use, sell, offer for sale, import, export, purchase, supply, develop, reproduce, distribute, prepare derivative works of, modify, copy, display, transmit and otherwise exploit any and all Designs and Materials, New Products, applications and registrations in any manner, form or jurisdiction related to any and all Names and Marks and any and all Intellectual Property Rights related to any of the foregoing.

(iv) Any and all Designs and Materials, New Products and Intellectual Property Rights related to any of the foregoing are and will be and will remain the sole property of Employer (or other entity(ies) as Employer may from time to time designate in its sole discretion) and Employer will have the sole right to determine the treatment of any Designs and Materials, New Products and any Intellectual Property Rights related to any of the foregoing (including the right to keep them as trade secrets, to file and execute patent applications on them, to use and/or disclose them without prior patent application, to file registrations for copyright or trademark on them in its own name, or to follow any other procedure that Employer deems appropriate).

(b) Additional Covenants

(i) Employee agrees to disclose promptly in writing to the Employer any and all Designs and Materials and any and all Intellectual Property Rights related thereto. In addition, Employee agrees to disclose promptly in writing to the Employer any and all subject matter that are not certainly but which may possibly be or become Designs and Materials or the Intellectual Property Rights related thereto. Further, Employee agrees to disclose promptly in writing to the Employer any and all of Employee's inventions discovered, made, invented, conceived, developed, designed, created, reduced to practice, compiled, improved, modified, performed or produced solely or jointly with others during the term of Employee's employment with Employer.

(ii) Employee agrees to cooperate with and assist the Company, at any time during and after Employee's employment with the Employer in obtaining, maintaining, perfecting, enforcing and defending any and all Intellectual Property Rights of the Company, including in the preparation, execution, and delivery of any and all documents and papers (including declarations, powers of attorney, affidavits, applications and/or assignments) reasonably necessary to obtain, maintain, perfect, enforce and/or defend any such Intellectual Property Rights.

(iii) Employee agrees that if in the course of performing work for the Employer, Employee incorporates into any Designs and Materials (or any other subject matter) any works of authorship, including any papers, materials, drawings, writings, devices, notes, records, documents, analytics, products, product plans, systems, computer programs, hardware, software (including any programs, object code, source code, outlines, routines, subroutines, revisions, supplements, modules, upgrades, logic or processes, architecture, functional or technical specifications, in each case, in any language, format or medium), or any designs, discoveries, inventions, engineering, services, technologies, information, ideas, configuration information, methods, processes, developments, formulas, research, concepts, names, brands, domain names, techniques, logic, know-how or algorithms in which Employee has any interest or proprietary right, then, to the extent not works made for hire for or otherwise assigned to Employer (or to such entity(ies) as Employer may from time to time designate in its sole discretion), the Employer is hereby granted and shall have a nonexclusive, royalty free, perpetual, irrevocable, unrestricted, transferable (in whole or in part), assignable (in whole or in part), worldwide license, with the right to grant and authorize sublicensees, to make, use, sell, offer for sale, import, export, purchase, supply, develop, reproduce, distribute, prepare derivative works of, modify, copy, display, transmit and otherwise exploit any and all of the foregoing.

(c) Without limiting anything set forth in this Agreement and in addition thereto, Employee agrees not to use, for herself/ himself or with or on behalf of any other person or entity(ies) any Confidential Information or New Products for any purpose other than in the course of employment with the Employer as directed by the Employer. In the absence of the Employer's express written consent, Employee shall not develop, market, obtain, exploit or implement any Confidential Information or New Products with, for or from any party(ies) other than in the course of employment with the Employer as directed by the Employer. Employee hereby agrees that in the event of any breach of this paragraph of this Agreement, and without limiting any other rights or remedies of the Company, the Company shall be entitled to (and Employee shall promptly remit to Company) any and all revenue earned by her/him arising from the use, development, marketing, sale, implementation or exploitation of any portion of the Confidential Information and/or the New Products.

(d) Except as required by law, United States Patent and Trademark Office or other patent or trademark office rules and regulations, or by a court order, Employee agrees not to take any action to challenge the validity or ownership of or oppose or otherwise interfere with any Intellectual Property Rights of the Company, including opposing issuance of any patent applications of the Company, or opposing or taking any action to challenge the validity or ownership of any patent applications or issued patents of the Company, including whether or not the Employee is an inventor of such patents or patent applications. Without limiting anything set forth in this Agreement and in addition thereto, Employee agrees not enter into any agreement (including assignment of any rights) that, directly or indirectly, conflicts with this Agreement or assignment of any Intellectual Property Rights hereunder.

(e) Employee shall not use any of the Company's name(s), trademark(s), service mark(s), logo(s) or domain name(s) or any variations, derivations, translations or transliterations of any of the foregoing (collectively, "Names and Marks"), including to create, develop, access or manage any social media or any online account(s) or profile(s), in each case, except as directed by the Employer in the course of Employee's employment with the Employer. Without limiting the foregoing and in addition thereto, Employee shall not apply for or register in any manner, form or jurisdiction whatsoever any of the Names and Marks.

3. Confidential Information

(a) In the course of Employee's work with the Employer, Employee will have access to the Confidential Information. Employee will maintain the Confidential Information in strictest confidence and carry out her/his obligations hereunder using at least the same degree of care that Employee uses in protecting her/his own confidential and proprietary information and

records, but no less than a reasonable degree of care. During Employee's employment with the Employer, Employee will not disclose or deliver to anyone, whether employed by or outside the Company, except on a "strict need and authorized to know" basis (as determined solely by the Company) or use in any way other than in the course of employment with the Employer as directed by the Employer, any Confidential Information. After Employee's employment with the Employer, Employee will not disclose or deliver to anyone, whether employed by or outside the Company, or use for any purpose, in each case, except as expressly authorized in writing in advance by the Employer on a case by case basis, any Confidential Information. Employee acknowledges that the Confidential Information is a valuable commercial asset of the Company, and unauthorized disclosure or use of any Confidential Information would be extremely damaging to the Company.

(b) Notwithstanding the provisions of Section 3(a) above, Employee shall not be liable for release or disclosure of any information that:

(i) is required to be released or disclosed by valid legal process (such as a court issued subpoena or order) after all available legal remedies to maintain the information in secret or minimize such release or disclosure have been exhausted (except that Employee must notify the Employer in writing of any said subpoena or order as soon as possible prior to such disclosure, unless such notice would be unlawful);

(ii) has otherwise become part of the public domain through lawful means (and, for the avoidance of doubt, other than information that becomes part of the public domain as a result of any action or omission by the Employee); or

(iii) is expressly approved in writing in advance by the Employer for public release.

The burden is upon the Employee to establish one of the above exceptions to the prohibition against disclosure.

(c) Employee agrees that Employee will not, during Employee's employment with the Employer, breach any agreement or other obligation that Employee may have to any other person(s) or entity(ies) to keep in confidence confidential or proprietary information, knowledge or data acquired by Employee in confidence or in trust from such person(s) or entity(ies) prior to or during Employee's employment with the Employer. Employee further agrees not to disclose to the Company, or induce the Company to use, any confidential or proprietary information, knowledge, material or data belonging to any entity(ies) or person(s) that Employee acquired in confidence or in trust from such other entity(ies) or person(s).

(d) Employee acknowledges and agrees that all media on which any Confidential Information may be affixed, recorded or located, including documents, papers, outlines, samples, photocopies, photographs, films, drawings, writings, descriptions, reproductions, cards, tapes, discs, data, records, lab notebooks, apparatus, equipment and other storage facilities or physical property which are produced or used by the Employee or others in connection with Employee's employment or which are furnished to the Employee by or on behalf of the Company, or that Employee possesses, collects, processes or obtains access to in connection with Employee's employment (collectively, "Documentation"), shall be and remain the sole property of the Company, and shall be returned promptly to the Employer by Employee as and when requested by the Employer. Employee will not remove any Documentation from the Company's premises or make any copies of any Documentation except for use expressly authorized in writing by the Employer in the course of employment with the Employer and will not deliver, copy, or in any way allow any Documentation to be delivered to or used, examined or copied by any third party without the written direction or consent of an officer of the Company. Employee shall place an appropriate emblem or other annotation on any and all Documentation that is in the possession of Employee evidencing the Company's ownership of such Documentation and the confidential nature of such Documentation. Employee will return to the Employer all Documentation and any all copies thereof upon the earlier of request by the Employer or termination of Employee's employment.

4. Indemnification by Employee. To the extent permitted by law, Employee will indemnify the Company and hold the Company harmless for, from, against and in respect of any and all liabilities, damages, losses, deficiencies, costs, judgments, amounts paid in settlement, interest, penalties, assessments and out-of-pocket expenses (including attorney's fees, including in connection with the defense of or any proceeding with respect to any claims, whether accrued, contingent or otherwise) incurred in connection with or arising out of any actual or threatened breach of this Agreement by Employee or any act or omission by Employee contrary to or inconsistent with any agreement or acknowledgment made by Employee herein.

5. Breach. Employee acknowledges that Employee is subject to immediate dismissal by the Employer for any breach of this Agreement and that such a dismissal will not relieve Employee from any continuing obligations under this Agreement or from the imposition of any legal or equitable remedies, such as money damages and/or an injunction for any such breach.

6. Effect of Termination. Upon termination of Employee's employment with the Employer for any reason (including resignation, discharge or other separation):

(a) Employee will not be relieved of Employee's obligations under Sections 2, 3, 4, 6, and 8, nor will said termination relieve Employee from any liability arising from any breach of this Agreement;

(b) Employee shall notify any person or entity entering, or evidencing an intention of entering, into an employment, consulting or independent contractor relationship with Employee of the existence and provisions of Sections 2, 3, 4, and 6 of this Agreement. Employee shall, during the twelve (12) month period following termination of the Employee's employment with the Employer, require any person or entity entering into such a relationship with Employee:

(i) to take all necessary steps before Employee begins to provide services to ensure that the performance of Employee's duties thereunder will not be inconsistent with or violate the provisions of this Agreement or otherwise result in unauthorized use or disclosure (including potentially inevitable disclosure) of any Confidential Information; and

(ii) to provide the Employer with reasonable written assurances thereof.

Employee further agrees that the Company may notify any person or entity entering, or evidencing an intention of entering, into such a relationship with Employee of the existence and provisions of this Agreement. Within the twelve (12) month period following the termination of Employee's employment with the Employer, Employee shall promptly notify the Employer in writing of the name and address of any person or entity for or with whom or which Employee may provide services as an employee, consultant or independent contractor.

7. Pre-existing Obligations. Employee represents and warrants that Employee's compliance with the terms of this Agreement and the performance of work for the Employer and/or the Company will not be inconsistent with or violate any contractual or other restriction, obligation or duty that Employee may have to any other person or entity (such as a present or former employer), including obligations concerning providing services to others, confidentiality of proprietary information and assignment of inventions, ideas, patents, copyrights, or other intellectual property rights, and Employee agrees that Employee will not do anything in the performance of such work that would be inconsistent with or violate any such restriction, obligation or duty.

#### 8. General.

(a) At-Will Employment. Unless Employee and the Employer have entered into a duly executed written agreement for employment for a specified term, Employee understands and agrees that nothing regarding this Agreement is intended to alter the "at-will" nature of Employee's employment with the Employer.

(b) Assignment. Employee may not assign any Employee's rights or delegate any Employee's duties under this Agreement, either in whole or in part, without the prior written consent of the Employer. Any attempted assignment or delegation without such consent will be null and void. The Employer may from time to time assign this Agreement, in whole or in part.

(c) Cumulative Rights; Equitable Remedies. Employee's obligations and the Company's rights and remedies under this Agreement are cumulative and are in addition to and not in limitation of Employee's obligations and the Company's rights and remedies under law, in equity or pursuant to any other agreement. Employee recognizes that the obligations contained in this Agreement are a reasonable and necessary protection of the business interests of the Company and its clients and customers and that any use or disclosure of any Confidential Information in a manner inconsistent with this Agreement, or any other breach by Employee of any other terms of this Agreement, would cause substantial, irreparable, and immediate harm to the Company and/or its clients and customers. Damages would be difficult if not impossible to ascertain, and the faithful observance of all terms of this Agreement is an essential condition to the performance of work for the Employer and the Company. In light of these considerations and because the performance of work for the Employer and the Company is personal and unique, the Company will have the right to seek an immediate injunction to prevent any such actual and/or threatened unauthorized use or disclosure or any other actual and/or threatened breach of this Agreement and/or to compel specific performance of this Agreement (including, in aid of arbitration in the event the dispute is governed by an arbitration agreement between the Employer and Employee), without prejudice to any other rights and remedies that the Company may have including for a breach of this Agreement. Employee acknowledges that an injunction would be appropriate to enforce the terms of this Agreement, and agrees not to oppose the granting of such relief and agrees to waive any requirement for securing or posting any bond in connection with such remedy.

(d) Choice of Law. THIS AGREEMENT IS MADE SUBJECT TO AND SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE PATENT, COPYRIGHT AND TRADEMARK LAWS OF THE UNITED STATES AND THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.

(e) Dispute Resolution. Any disputes, differences, claims or controversies arising at any time under this Agreement shall, to the maximum extent permitted by applicable law, be brought before, and settled and finally determined by, a court of competent jurisdiction, sitting without a jury, in the Borough of Manhattan, New York City, New York or in the state in which Employee is employed, and such court shall have exclusive jurisdiction over any such dispute or action. In any jurisdiction where a pre-dispute waiver of jury trial is not permitted by law and the employee(s) involved do not consent to a waiver of jury trial, any disputes, differences, claims, or controversies arising at any time under this Agreement shall be resolved using the arbitration process set forth in Employee's Dispute Resolution Policy and Agreement. Employee hereby waives personal service of process, and irrevocably submits to service of process by mail, which service shall be made in accordance with Section 8(h).

(f) Severability. Employee represents that enforcement of the time, subject matter, geographic and other restrictions set forth herein would not be unduly burdensome to the Employee. Employee acknowledges and agrees that the restrictions set forth herein are reasonable and do not impose a greater restraint than is necessary to protect the goodwill and other business interests of the Company, and Employee agrees that the Company is justified in believing the foregoing. Employee further acknowledges and agrees that the provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against the Company. If any provision of this Agreement is declared or found by a court of competent jurisdiction to be unenforceable or void, in whole or in part, then Employee shall be relieved of the particular obligations of such provision to the extent it is so declared or found unenforceable or void, it being the intent and agreement of the Company and Employee that other obligations of such provision, and other provisions in their entirety, are to continue in full force and effect. It is the further intent and agreement of the Employer and Employee that this Agreement shall be deemed amended by Employer modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, substituting therefore another provision that is legal and enforceable and achieves the same objectives.

(g) Survival. This Agreement, the agreements, covenants, assignments, grants and appointments made hereunder and obligations herein are irrevocable and shall survive and continue after the termination of Employee's employment, whether such termination is caused or initiated by Employee or the Employer.

(h) Notices. Any notices under this Agreement will be sent by overnight courier service or certified or registered mail, return receipt requested, to the address specified below or such other address as the Employer specifies in writing. Such notice will be effective upon its mailing as specified. Any notices to the Employer shall be sent to:

Cantor Fitzgerald/BGC Partners  
110 East 59<sup>th</sup> Street / 499 Park Avenue  
New York, New York 10022  
Attention: General Counsel/Legal Department

(i) Waiver. No failure or delay by the Company to enforce performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon an actual or threatened breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition, or affect in any way Company's rights thereafter to enforce the same. No waiver by the Company of any breach by Employee of any provision hereof shall be deemed to be a waiver by the Company of any other breach of the same or any other provision hereof.


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(j) Successors/Assigns; Name Use; Modifications; Miscellaneous. Employee agrees that this Agreement shall be binding on Employee and Employee's heirs, personal representatives, successors and assigns and shall inure to the benefit of the Company and its successors and assigns. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context requires. The paragraph numbers and headings in this Agreement are inserted for convenience only and are not part of the Agreement. As used in this Agreement: (i) the words "including" or "includes" are intended to identify some, but not all, examples relevant to the subject matter and, therefore, should be read as "including, but not limited to" or "includes, but not limited to"; (ii) the word "affiliates" is intended to identify past, present and future affiliates; and (iii) the phrases "employment with Employer" and "performance of work for the Employer" are intended to include Employee's employment with the Employer and performance of work before and after the execution of this Agreement by the Employee. The provisions of this Agreement supersede (except to the extent such provision(s) is(are) declared or found by a court of competent jurisdiction to be unenforceable or void) any and all prior Confidential and Intellectual Property Agreement Policy(ies), Confidentiality and Intellectual Property Agreement(s) or Trade Secret and Non-Disclosure Agreement(s) between the Employee and the Company signed by the Employee, *provided, however*, that nothing in this Agreement supersedes, amends or modifies any of the assignments of any Intellectual Property Rights to the Company previously made by the Employee in a signed writing, if any, and Employee hereby confirms any and all such assignments. This Agreement cannot be modified, amended or waived except by a written instrument duly executed by Employee and an executive officer of the Employer or as provided under Section 8(f).

Where required by the applicable law, notice hereby is given that Section 2(a) of this Agreement does not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code.

EMPLOYEE ACKNOWLEDGES THAT SHE/HE WAS PROVIDED TIME TO REVIEW THIS AGREEMENT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT.

Signature   
Employee Name: Menashe Citer  
Date 5/2/2016

THE PATENT OFFICE  
HAS RECEIVED OF  
THE PATENTEE  
A COPY OF THE  
SPECIFICATION  
AND DRAWINGS  
IN CONNECTION WITH  
THE APPLICATION  
FOR A PATENT  
IN RESPECT OF  
THE INVENTION  
THE TITLE OF WHICH  
IS  
[Illegible Title]  
AND WHEREBY  
IT IS INTENDED  
TO SECURE FOR  
THE PATENTEE  
THE EXCLUSIVE  
RIGHT OF  
[Illegible Description]  
IN THE UNITED  
KINGDOM OF GREAT  
BRITAIN AND  
IRELAND  
AND IN SUCH  
OTHER COUNTRIES  
AS MAY BE  
SPECIFIED IN  
THE PATENT  
ACTS IN THAT  
BEHALF.

AND THE PATENTEE  
HEREBY REQUESTS  
THAT THE PATENT  
MAY BE GRANTED  
TO HIM.

IN WITNESS WHEREOF  
I HAVE HEREUNTO  
SIGNED AND SEALED  
MY HAND AND SEAL  
THIS [Illegible] DAY OF [Illegible] 19[Illegible]

(j) ~~Successors/Assigns; Name Use; Modifications; Miscellaneous~~ Employee agrees that this Agreement shall be binding on Employee and Employee's heirs, personal representatives, successors and assigns and shall inure to the benefit of the Company and its successors and assigns. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context requires. The paragraph numbers and headings in this Agreement are inserted for convenience only and are not part of the Agreement. As used in this Agreement: (i) the words "including" or "includes" are intended to identify some, but not all, examples relevant to the subject matter and, therefore, should be read as "including, but not limited to" or "includes, but not limited to"; (ii) the word "affiliates" is intended to identify past, present and future affiliates; and (iii) the phrases "employment with Employer" and "performance of work for the Employer" are intended to include Employee's employment with the Employer and performance of work before and after the execution of this Agreement by the Employee. The provisions of this Agreement supersede (except to the extent such provision(s) is(are) declared or found by a court of competent jurisdiction to be unenforceable or void) any and all prior Confidential and Intellectual Property Agreement Policy(ies), Confidentiality and Intellectual Property Agreement(s) or Trade Secret and Non-Disclosure Agreement(s) between the Employee and the Company signed by the Employee, *provided, however*, that nothing in this Agreement supersedes, amends or modifies any of the assignments of any Intellectual Property Rights to the Company previously made by the Employee in a signed writing, if any, and Employee hereby confirms any and all such assignments. This Agreement cannot be modified, amended or waived except by a written instrument duly executed by Employee and an executive officer of the Employer or as provided under Section 8(f).

Where required by the applicable law, notice hereby is given that Section 2(a) of this Agreement does not apply to an invention which qualifies fully under the provisions of Section 2870 of the California Labor Code.

EMPLOYEE ACKNOWLEDGES THAT SHE/HE WAS PROVIDED TIME TO REVIEW THIS AGREEMENT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT.

Electronically Signed by: MENASHE, Mr. COHEN  
Date: 10-MAY-2016 08:25:22

THE STATE OF TEXAS, COUNTY OF TARRANT, SS: I, the undersigned, Judge of the Probate Court for said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said Court.

Witness my hand and the seal of said Court, this 1st day of January, 1917.