

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT5556095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TMS INNOVATIONS, LLC	02/14/2019
RECEIVING PARTY DATA	
Name:	BRAINSWAY LTD.
Street Address:	19 HARTUM STREET, HAR HOTZVIM
Internal Address:	BYNET BUILDING, 3RD FLOOR
City:	JERUSALEM
State/Country:	ISRAEL
Postal Code:	9777518
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	15311526
Application Number:	15249278
Patent Number:	8956273
Patent Number:	8956274
Application Number:	15874784
Patent Number:	9352167
Patent Number:	8265910
Patent Number:	8267850
Patent Number:	8523753
Patent Number:	9132277
Patent Number:	9381374
Application Number:	15202317
Patent Number:	8723628
Application Number:	15465380
Patent Number:	8795148
Application Number:	15169564
Patent Number:	9492679
CORRESPONDENCE DATA	

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ATTORNEY DOCKET NUMBER:	SCHNEIDER4D
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NAME OF SUBMITTER:	ROGER L. BROWDY
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SIGNATURE:	/rlb/
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DATE SIGNED:	06/05/2019
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Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of February 12, 2019, is made by TMS INNOVATIONS, LLC, a Delaware limited liability company ("Assignor") in favor of BRAINSWAY LTD., an Israeli corporation ("Assignee"), the purchaser of certain patent assets of Assignor pursuant to that certain Patent Assignment Agreement between Assignor and Assignee, dated as of February 12, 2019 (the "Patent Purchase Agreement").

WHEREAS, under the terms of the Patent Purchase Agreement, Assignor has assigned and transferred to Assignee its rights in certain patents and patent applications, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the parties hereby agree as follows:

1. Assignment. In exchange for the consideration set forth below, Assignor hereby assigns and transfers to Assignee, all right, title and interest held by Assignor in and to the patents and/or the patent applications listed in Exhibit A attached hereto (the "Patents"), including, to the extent owned by Assignor, any future right and all corresponding patent applications claiming priority therefrom and any continuation, continuation-in-part, divisional, renewal, substitute, reexamination, extension and reissue thereof, or any legal equivalent thereof in any country.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee.

3. Terms of the Patent Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Patent Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Patent Purchase Agreement 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 Patent Purchase Agreement and the terms hereof, the terms of the Patent Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. A signed copy of this Patent Assignment delivered by email or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Governing Law. The provisions of this Patent Assignment and everything concerning the relationship between the parties in accordance with this Patent Assignment shall be governed by the laws of the State of New York, United States, without regard for its conflicts

of law principles which direct that the laws of another jurisdiction apply, and exclusive jurisdiction shall be granted to the appropriate federal and state courts in New York, New York. Each party irrevocably submits to the exclusive jurisdiction of these courts, agrees to file all pleadings in connection with the subject matter of this Agreement in such courts, and waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in such courts. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed the day and year first above written.

TMS INNOVATIONS, LLC


Signature

Steven M. Gluckstern
Print Name

CEO
Title

2/14/19
Date

BRAINSWAY LTD.


Signature

Yacov Michlin
CEO
February 13, 2019

BRAINSWAY LTD.


Signature

Hadar Levy
CFO
February 13, 2019

Exhibit A
Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>AFIL NO</u>	<u>DATE FILED</u>	<u>PUBL NO.</u>	<u>PUB DATE</u>	<u>PATENT NUMBER NO.</u>	<u>GRANT DATE</u>	<u>STATUS</u>
FIRING PATTERNS FOR DEEP BRAIN TRANSCRANIAL MAGNETIC STIMULATION	CH	08327575.5	Aug 20, 2008	2183025		2183025	Jul 5, 2017	Issued
FIRING PATTERNS FOR DEEP BRAIN TRANSCRANIAL MAGNETIC STIMULATION	DE	08327575.5	Aug 20, 2008	2183025		60 2008 050 993.1	Jul 5, 2017	Issued
FIRING PATTERNS FOR DEEP BRAIN TRANSCRANIAL MAGNETIC STIMULATION	EP	08327575.5	Aug 20, 2008	2183025	May 12, 2010	2183025	Jul 5, 2017	Issued
FIRING PATTERNS FOR DEEP BRAIN TRANSCRANIAL MAGNETIC STIMULATION	FR	08327575.5	Aug 20, 2008	2183025		2183025	Jul 5, 2017	Issued
FIRING PATTERNS FOR DEEP BRAIN TRANSCRANIAL MAGNETIC STIMULATION	GB	08327575.5	Aug 20, 2008	2183025		2183025	Jul 5, 2017	Issued
FIRING PATTERNS FOR DEEP BRAIN TRANSCRANIAL MAGNETIC STIMULATION	U.S.	12/670,938	Aug 20, 2008	US-2010-0256438-A1	Oct 7, 2010	8,956,273	Feb 17, 2015	Issued
DISPLAY OF MODELED MAGNETIC FIELDS	U.S.	12/679,960	Oct 9, 2008	US-2011-0004450-A1	Jan 6, 2011	8,265,910	Sep 11, 2012	Issued
TRANSCRANIAL MAGNETIC STIMULATION OF DEEP BRAIN TARGETS	U.S.	12/324,227	Nov 26, 2008	US-2009-0156884-A1	Jun 18, 2009	8,267,850	Sep 18, 2012	Issued
TRANSCRANIAL MAGNET STIMULATION OF DEEP BRAIN TARGETS	U.S.	13/586,640	A	US-2012-0310035-A1	Dec 6, 2012	8,523,753	Sep 3, 2013	Issued
SHAPED COILS FOR TRANSCRANIAL MAGNETIC STIMULATION	U.S.	14/247,087	Apr 7, 2014	US-2014-0221725-A1	Aug 7, 2014	9,132,277	Sep 15, 2015	Issued
SHAPED COILS FOR TRANSCRANIAL MAGNETIC STIMULATION	U.S.	14/853,829	Sep 14, 2015	US-2016-0067518-A1	Mar 10, 2016	9,381,374	Jul 5, 2016	Issued
SHAPED COILS FOR TRANSCRANIAL MAGNETIC STIMULATION	U.S.	15/202,317	Jul 5, 2016	US-2017-0151443-A1	Jun 1, 2017			Abandoned

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<u>TITLE</u>	<u>COUNTRY</u>	<u>APPL NO</u>	<u>DATE FILED</u>	<u>PUBL NO.</u>	<u>PUB DATE</u>	<u>PATENT NUMBER NO.</u>	<u>GRANT DATE</u>	<u>STATUS</u>
SHAPED COILS FOR TRANSCRANIAL MAGNETIC STIMULATION	EP	10729491.0	Jan 7, 2010	2384223	Nov 9, 2011			Abandoned
SHAPED COILS FOR TRANSCRANIAL MAGNETIC STIMULATION	U.S.	13141,100	Jan 7, 2010	US-2011-0273251-A1	Nov 10, 2011	8,723,628	May 13, 2014	Issued
TRANSCRANIAL MAGNETIC STIMULATION FIELD SHAPING	U.S.	12838,299	Jul 16, 2010	US-2010-0286470-A1	Nov 11, 2010	8,956,274	Feb 17, 2015	Issued
TRANSCRANIAL MAGNETIC STIMULATION FIELD SHAPING	U.S.	15465,380	Mar 21, 2017					Abandoned
SUB-MOTOR-THRESHOLD STIMULATION OF DEEP BRAIN TARGETS USING TRANSCRANIAL MAGNETIC STIMULATION	U.S.	12912,650	Oct 26, 2010	US-2011-0098779-A1	Apr 28, 2011	8,795,148	Aug 5, 2014	Issued
POWER MANAGEMENT IN TRANSCRANIAL MAGNETIC STIMULATORS	U.S.	15249,278	Aug 26, 2016	US-2017-0203116-A1	Jul 20, 2017			Published
ENHANCED SPATIAL SUMMATION FOR DEEP-BRAIN TRANSCRANIAL MAGNETIC STIMULATION*	U.S.	13169,967	Jun 27, 2011	US-2016-0096032-A9	Apr 7, 2016	9,352,167	May 31, 2016	Issued
ENHANCED SPATIAL SUMMATION FOR DEEP-BRAIN TRANSCRANIAL MAGNETIC STIMULATION*	U.S.	15169,564	May 31, 2016	US-2017-0113058-A1	Apr 27, 2017			Abandoned
ENHANCED SPATIAL SUMMATION FOR DEEP-BRAIN TRANSCRANIAL MAGNETIC STIMULATION*	U.S.	15874,784	Jan 18, 2018	US-2018-0134165-A1	Jun 7, 2018			Pending
TRANSCRANIAL MAGNETIC STIMULATION FOR ALTERING SUSCEPTIBILITY OF TISSUE TO PHARMACEUTICALS AND RADIATION	U.S.	13808,806	Jul 15, 2011	US-2013-0204330	Aug 8, 2013	9,492,679	Nov 15, 2016	Issued

<u>TITLE</u>	<u>Country</u>	<u>APLN NO</u>	<u>DATE FILED</u>	<u>PUBL NO.</u>	<u>PUB DATE</u>	<u>PATENT NUMBER NO.</u>	<u>GRANT DATE</u>	<u>STATUS</u>
CONTROL OF SPIKE-TIMING DEPENDENT BRAIN NETWORK PLASTICITY VIA MULTI-COIL TRANSCRANIAL MAGNETIC STIMULATION	JP	2017- 515876	Jun 1, 2015	2017-516631	Jun 22, 2017			Published
CONTROL OF SPIKE-TIMING DEPENDENT BRAIN NETWORK PLASTICITY VIA MULTI-COIL TRANSCRANIAL MAGNETIC STIMULATION	U.S.	15/311,526	Jun 1, 2015	US-2017-0106203-A1	Apr 20, 2017			Published

* Ownership interest held by The Board of Trustees of the Leland Stanford Junior University.