# 505982305 03/24/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6029013

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
DAMIAN GOLDRING	11/03/2019
DROR SHARON	10/31/2019
SAGEE ROSEN	10/28/2019
ITTAI NIR	10/30/2019
URI KINROT	10/28/2019
OMER KEILAF	10/31/2019
GUY BRODETZKI	10/10/2012
AMIR LEVY	10/31/2019
ELAD HEIMAN	03/09/2020
IDAN BAKISH	10/28/2019

# **RECEIVING PARTY DATA**

Name:	VERIFOOD, LTD.
Street Address:	P.O. BOX 12414
Internal Address:	HERZLIYA INDUSTRIAL ZONE
City:	HERZLIYA
State/Country:	ISRAEL
Postal Code:	46733

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16450695

# **CORRESPONDENCE DATA**

**Fax Number:** (650)493-6811

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.

Phone: 6504615211
Email: cricks@wsgr.com
Correspondent Name: CHRISTINE RICKS
Address Line 1: 650 PAGE MILL ROAD

Address Line 4: PALO ALTO, CALIFORNIA 94304-1050

PATENT REEL: 052216 FRAME: 0486

505982305

ATTORNEY DOCKET NUMBER:	45151-706.302	
NAME OF SUBMITTER:	CHRISTINE RICKS	
SIGNATURE:	/Christine Ricks/	
<b>DATE SIGNED:</b> 03/24/2020		
Total Attachments: 31		
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Docket Number 45151-706.302

WHEREAS, the undersigned:

- 1. Damian GOLDRING Tel Aviv, Israel
- 5. Uri KINROT Hod HaSharon, Israel
- 9. Elad HEIMAN Tel Aviv, Israel
- 2. Dror SHARON Benei Atarot, Israel
- 6. Omer KEILAF Kfar Saba, Israel
- 3. Sagee ROSEN Netzer Sireni, Israel
- 7. Guy BRODETZKI Rehovot, Israel
- 4. Ittai NIR Tel Aviv, Israel
- 8. Amir LEVY Tel Aviv, Israel

10. Idan BAKISH Petah-Tikva, Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

#### SPECTROMETRY SYSTEM WITH VISIBLE AIMING BEAM

for which application serial number 16/450,695 was filed on June 24, 2019, in the United States Patent and Trademark Office (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Verifood, Ltd.</u>, a limited company of <u>Israel</u>, having a place of business at <u>P.O. Box 12414</u>, <u>Herzliya Industrial Zone</u>, <u>Herzliya, Israel 46733</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

10837766\_1.doc Page 1 of 2

	PATENT ASSIGNMENT		Docket Number 45151-706.302
Date:	Damian GOLDRING	Date: Oct 31, 2019	Dror SHARON
Date:	Sagee ROSEN	Date:	Ittai NIR
Date:	Uri KINROT	Date:	Omer KEILAF
Date:	Guy BRODETZKI	Date:	Amir LEVY
Date:	Elad HEIMAN	Date:	Idan BAKISH
RECEIVED AND AGRE	ED TO BY ASSIGNEE: Verifood, Ltd.		
Date:	Signature:Name: Damian Goldring Title: CTO		

	PATENT ASSIGNMENT		Docket Number 45151-706.302	
WHEREAS, the undersigned:				
Damian GOLDRING Tel Aviv, Israel	2. Dror SHARON Benei Atarot, Israel	<ol> <li>Sagee ROSEN Netzer Sireni, Israel</li> </ol>	4. Ittai NIR Tel Aviv, Israet	
5. Uri KINROT Hod HaSharon, Israel	6. Omer KEILAF Kfar Saba, Israel	<ol> <li>Guy BRODETZKI Rehovot, Israel</li> </ol>	8. Amir LEVY Tel Aviv, Israel	
9. Elad HEIMAN Tel Aviv, Israel	10. Idan BAKISH Petah-Tikva, Israel			
2 2 2	وسائا المهرور لأسو رسيس سائيسي فالمعيدي فالمعيدينات			ļ

(hereinafter "inventor(s)"), have invented certain new and useful improvements in

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WHEREAS, <u>Verifond, Lud.</u>, a limited company of <u>Israel</u>, having a place of business at <u>P.O. Box 12414</u>, <u>Herzliva Industrial Zone</u>, <u>Herzliva, Israel 46733</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignce:

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- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, eaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting and prosecuting any applications for reissuance of any said Patent(s); (c) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
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and the same

16837766\_1.doc Page 1 of 2

	PATENT ASSIGNMENT		Docket Number 45151-706.302
Date:	Damian GOLDRING	Date:	Dror SHARON
Date:		Date:	
	Sage <del>e</del> ROSEN		Ittai NIR
Date:	Un KINROT	Date:	Omer KEILAF
Date:	Guy BRODETZKI	Date:	Amir LEVY
Date:	Ony BRODE IZE		4
	Elad HEIMAN		Idan BAKISH
RECEIVED AND	AGREED TO BY ASSIGNEE: Verifood, Ltd.		
Date:	Name: Damian Goldring	<del></del> .	
	Title: CTO		

Docket Number 45151-706.302

WHEREAS, the undersigned:

- 1. Damian GOLDRING Tel Aviv, Israel
- Uri KINROT
- Hod HaSharon, Israel
- 9. Elad HEIMAN Tel Aviv, Israel
- 2. Dror SHARON Benei Atarot, Israel
- 6. Omer KEILAF Kfar Saba, Israel

Petah-Tikva, Israel

10. Idan BAKISH

- 3. Sagee ROSEN Netzer Sireni, Israel
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(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

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Page 1 of 2 10837766\_1.doc

	PATENT ASSIGNMENT		Docket Number 45151-706.302
Date:	Damian GOLDRING	Date:	Dror SHARON
Date:	Sagee ROSEN	Date: 30 Oct. 2019	Ittai Nix Ittai NIR
Date:	Uri KINROT	Date:	Omer KEILAF
Date:	Guy BRODETZKI	Date:	Amir LEVY
Date:	Elad HEIMAN	Date:	Idan BAKISH
RECEIVED AND AGRE	ED TO BY ASSIGNEE: Verifood, Ltd.		
Date:	Signature:  Name: Damian Goldring  Title: CTO		

Docket Number 45151-706.302

WHEREAS, the undersigned:

- 1. Damian GOLDRING Tel Aviv, Israel
- 5. Uri KINROT Hod HaSharon, Israel
- Hod HaSharon, Israel
- 9. Elad HEIMAN Tel Aviv, Israel
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10. Idan BAKISH

- 3. Sagee ROSEN Netzer Sireni, Israel
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- 8. Amir LEVY Tel Aviv, Israel

Tel Aviv, Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

for which application serial number <u>16/450,695</u> was filed on <u>June 24, 2019</u>, in the United States Patent and Trademark Office (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

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SPECTROMETRY SYSTEM WITH VISIBLE AIMING BEAM

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10837766\_1.doc Page 1 of 2

	PATENT ASSIGNMENT		Docket Number 45151-706.302
Date: 3-Nov-201	9 Damian GOLDPHO	Date:	Dror SHARON
Date:	Sagee ROSEN	Date:	Ittai NIR
Date:	Uri KINROT	Date:	Omer KEILAF
Date:	Guy BRODETZKI	Date:	Amir LEVY
Date:	Elad HEIMAN	Date:	Idan BAKISH
RECEIVED AND AGREED TO BY ASSIGNEE: Ventood, Ltd.			
Date: 3-Nov-2019 Signature: Name: Damian Golding Title: CTO			

Docket Number 45151-706 302

WHEREAS, the undersigned:

- Damian GOLDRING
   Tel Aviv, Israel
- 2. Dror SHARON Benei Attarot, Ismel
- Sagee ROSEN Netzer Sireni, Israel
- 4. Ittai MIR Tel Aviv, Israel

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- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oatlis, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions. (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reinsuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without fimitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

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Page 1 of 2

	PATENT ASSIGNMENT		Docket Number 45151-706.302
Date:		Date:	
Date: 28/10/2/2	Damian GOLDRING		Dror SHARON
1)ate:	Sagee RØSEN	Date:	litai NIR
Date:	Uri KINROT	Date:	Omer KEILAF
Date:	ON ASSISTANCE.	Date:	One alice)
	Guy BRODETZKI		Amir LEVY
Date:	Elad HEIMAN	Date.	Idan BAKISH
RECEIVED AND AGRI	EED TO BY ASSIGNEE: Verifood, Ltd.		
Date:	Signature: Name: Damian Goldring Title: CTO		

Docket Number 45151-706.302

WHEREAS, the undersigned:

- 1. Damian GOLDRING Tel Aviv, Israel
- 5. Uri KINROT Hod HaSharon, Israel
- Hod HaSharon, Israel
- 9. Elad HEIMAN Tel Aviv, Israel
- 2. Dror SHARON Benei Atarot, Israel
- 6. Omer KEILAF Kfar Saba, Israel

10. Idan BAKISH

- 3. Sagee ROSEN Netzer Sireni, Israel
- 7. Guy BRODETZKI Rehovot, Israel
- 4. Ittai NIR Tel Aviv, Israel
- 8. Amir LEVY Tel Aviv, Israel

Tel Aviv, Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

## SPECTROMETRY SYSTEM WITH VISIBLE AIMING BEAM

for which application serial number <u>16/450,695</u> was filed on <u>June 24, 2019</u>, in the United States Patent and Trademark Office (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>Verifood, Ltd.</u>, a limited company of <u>Israel</u>, having a place of business at <u>P.O. Box 12414</u>, <u>Herzliya Industrial Zone</u>, <u>Herzliya, Israel 46733</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

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IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

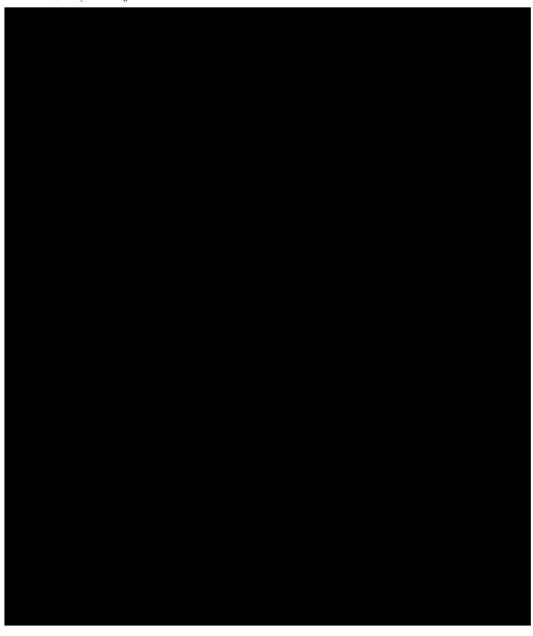
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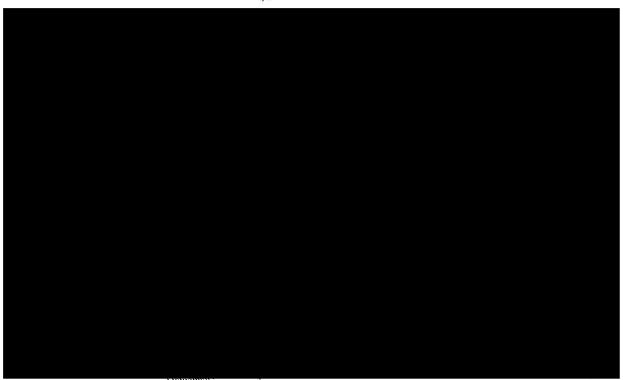
	PATENT ASSIGNMENT		Docket Number 45151-706.302
Date:	Damian GOLDRING	Date:	Dror SHARON
Date:	Sagee ROSEN	Date:	Ittai NIR
Date:	Uri KINROT	Date:	Omer KEILAF
Date:	Guy BRODETZKI	Date:	Amir LEVY
Date:	Elad HEIMAN	Date:	Idan BAKISH
RECEIVED AND AGRE	ED TO BY ASSIGNEE: Verifood, Ltd.		
Date:	Signature: Name: Damian Goldring Title: CTO		

# EMPLOYMENT AGREEMENT

THIS AGRES VeriFood LT and	MENT is entered into as of Chy 10th 2014 by and between D, a Consumer Physics, Inc wholly owned substituty (the "Company")  Israeli ID No. 23531433401645 EGATA(the "Employee").
WHEREAS:	The Company desires to employ the Employee in the position of(the "Position") and the Employee desires to enter into such employment, on the terms and conditions hereinstier set forth.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, the parties agree as follows:





IN WITNESS WHEREOF:

VeriFood Ltd. (Consumer Physics/Loc)

By: .... Name: ....

Title: .....

04 10,2012 Dated:

...... 6,B

# EXHIBIT A

# VERIFOOD LTD.

a Consumer Physics, Inc. wholly owned subsidiary

# EMPLOYEE PROPRIETARY

# INFORMATION AND NON-COMPETITION AGREEMENT

In consideration and as a condition of my employment, by VERIF(W)D Ltd. and/or by companies which it owns, controls, or by which it is owned or controlled, or with which it is affiliated, or their successors in business (the "Company"), and the compensation paid therefor:



### Assignment of Ingentions. 2.

As used in this Agreement, "Invention" shall include but not be limited to ideas, improvements, designs, discoveries, developments and works of authorship or unuary Guelading without limitation software, integrated circuit, printed circuit board or computer design, and documentation). I hereby assign and transfer to the Company my entire right, title, and interest in and to all Inventions, whether or not protectable by patent, trademark, copyright, or musk work right, and whether or not used by the Company, which are reduced to practice, made or conceived by me (solely or jointly with others) during the period of or in connection with my employment with the Company, or otherwise relating in any manner to the business, products, technologies, techniques, processes, services, or research and development of the Company. I agree that all such inventions shall belong exclusively to the Company.

# Disclosure of Inventions, Assignment and Execution of Decouncies. 3.

I agree to disclose each Invention promptly to writing to the Board of Directors and the Chief Executive Officer of the Company, in order to permit the Company to determine rights to which it may be entitled under this Agreement. I hereby assign any invention exquired to be assigned by Section 2 above ("Assignable Invention"). I agree that Assignable Inventions shall be and remain the sole and exclusive property of the Company or its

nominee, whether or not used by the Company or protected by patent, trademark, copyright, mask work right or trade secreey. I agree to preserve any Assignable Invention as Company Confidential Information.

I acknowledge and agree that the salary and other benefits which I am coulded to receive from the Company by virtue of my employment or engagement with the Company constitute the sole and exclusive consideration to which I am entitled, by virtue of any contract or law (including, but not limited to, the Israel Patent Law, 5727-1967), in respect of any and all Assignable Inventions, and I bereby waive all past, present and future demands, contentions, allegations or other claims, of any kind, in respect thereof, including the right to receive any additional royalties, consideration or other payments. Without derogating from the aforesaid, it is hereby clarified that the level of my compensation and consideration has been established based upon the aforementioned waiver of rights to receive any such additional royalties, consideration or other payment. For the avoidance of doubt, the furegoing will apply to any "Service inventions" as defined in the Israeli Patent Law, 1967 (the "Patent Law"), it being clarified that under no circumstances will I be deemed to have any proprietary right in any such Service Invention, notwithstanding the provision or nonprovision of any notice of an invention and/or company response to any such notice, under Section 132(b) of the Patent Law. This agreement if expressly intended to be an agreement with regard to the terms and conditions of consideration for Service Inventions in accordance with Section 134 of the Patent Law.

I agree to assist the Company, upon request and at its expense, during and after my employment in every reasonable way, to obtain for its own benefit patents, trademarks, copyrights, mask work rights or other proprietary rights for Assignable Inventions in any and comprises. I agree to execute such papers and perform such tawful acts as the Company decres to be necessary to allow it to exercise all rights, title and interest in such patents, deems to be necessary to allow it to exercise all rights, title and interest in such patents, trademarks copyrights, and mask work rights, including executing, acknowledging, and/or trademarks copyrights, and mask work rights, including executing, acknowledging, and/or delivering to the Company upon request and at its expense, applications.

In the event the Company is unable to secure my signature on any document needed to apply for or prosecute any patent, copyright, or other right or protection relating to an apply for or prosecute any patent, copyright, or other right or protection relating to an apply for or prosecute any patent, copyright, or other right or protection relating to an invention. I hereby irrevocably designate and appoint the Company and its duly authorized invention. I hereby irrevocably designate and appoint the Company and its duly authorized invention. In the case of the control of the same legal force and effect as if executed by me.

Section 2 above will not apply with respect to inventions, if any, patented or ampatented, which I made prior to the commencement of my engagement with the Company. I apparented, which I made prior to the commencement of my engagement with the Company. I have attached bereto, as Schedule I, a complete list of all inventions to which I claim ownership and desire to remove from the scope of this Agreement, and acknowledge that such ownership and desire to remove from the scope of this Agreement. If, in the course represent that I have no such Prior Inventions at the time of this Agreement. If, in the course represent that I have no such Prior Inventions at the time of this Agreement. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company of my employment with the Company is hereby granted and shall have a nonexclusive, product, process or machine, the Company is hereby granted and shall have a nonexclusive, product, process or machine, the Company is hereby granted and sell such Prior Invention, multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention, multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention, multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention, multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention, multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention, multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention, multiple tiers of sublicenses to make, have made, modify, use and sell such Prior Invention.

Notwithstanding the foregoing, I agree that: (i) I will not incorporate, or permit to be Notwithstanding the foregoing, I agree that: (ii) I will not incorporate, or permit to be notwithed and prior consent shall not affect the grant of the written consent, (ii) my failure to obtain such prior consent shall not affect the grant of t

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Docket Number 45151-706.302

WHEREAS, the undersigned:

- 1. Damian GOLDRING Tel Aviv, Israel
- 5. Uri KINROT Hod HaSharon, Israel
- 9. Elad HEIMAN
- 2. Dror SHARON Benei Atarot, Israel
- 6. Omer KEILAF Kfar Saba, Israel
- 3. Sagee ROSEN Netzer Sireni, Israel
- 7. Guy BRODETZKI Rehovot, Israel
- 4. Ittai NIR Tel Aviv, Israel
- 8. Amir LEVY Tel Aviv, Israel

Elad HEIMAN 10. Idan BAKISH Tel Aviv, Israel Petah-Tikva, Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

#### SPECTROMETRY SYSTEM WITH VISIBLE AIMING BEAM

for which application serial number 16/450,695 was filed on June 24, 2019, in the United States Patent and Trademark Office (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Verifood, Ltd., a limited company of Israel, having a place of business at P.O. Box 12414, Herzliya Industrial Zone, Herzliya, Israel 46733 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

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Page 1 of 2

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Docket Number 45151-706.302

WHEREAS, the undersigned:

- Damian GOLDRING
   Tel Aviv, Israel
- 2. Dror SHARON Benci Atarot, Israel
- Sagee ROSEN
   Netzet Sireni, Israel
- 4. Ittai NIR. Tel Aviv, Israel

- 5. Uri KINROT Hod HaSharon, Israel
- Omer KEILAF Kfar Saba, Israel
- 7. Guy BRODETZKI Rehovot, Israel
- 8. Amir LEVY Tel Aviv, Israel

9. Elad HEIMAN Tel Aviv, Israel

10. Idan BAKISH Petah-Tikva, Israel

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

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Page 1 of 2

PATENT ASSIGNMENT		Docket Number 45151-706.302
Date: 9-1/05-2020 Damian GOLD 1896	Date:	Dror SHARON
Date:Sage: ROSEN	Date:	Ittaí NIR
Date:Uri KINROT	Date:	Omer KEILAF
Date:Guy BRODETZKI	Date:	Amir LEVY
Date: 9/465200 Elad HEIMAN	Date:	idan BAKISH
RECEIVED AND AGREED TO BY ASSIGNEE; Verifood, Ltd.  Date: (PMOX 2 * 20 Signature: Name: Damian Goldring Title: CTO		

Docket Number 45151-706.302

WHEREAS, the undersigned:

- 1. Damian GOLDRING Tel Aviv, Israel
- 5. Uri KINROT Hod HaSharon, Israel
- 9. Elad HEIMAN
- 2. Dror SHARON Benei Atarot, Israel
- 6. Omer KEILAF Kfar Saba, Israel

10. Idan BAKISH

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Tel Aviv, Israel Petah-Tikva, Israel

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WHEREAS, <u>Verifood, Ltd.</u>, a limited company of <u>Israel</u>, having a place of business at <u>P.O. Box 12414</u>, <u>Herzliya Industrial Zone</u>, <u>Herzliya, Israel 46733</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of Israel, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

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	PATENT ASSIGNMENT		Docket Number 45151-706,302
Date:	Damian GOLDRING	Date:	Dror SHARON
Date:	Sagee ROSEN	Date:	Ittai NIR
Date: October 28, 2019	Uri KINROT	Date:	Omer KEILAF
Date:	Guy BRODETZKI	Date:	Amir LEVY
Date:	Elad HEIMAN	Date:	Idan BAKISH
RECEIVED AND AGRE	ED TO BY ASSIGNEE: Verifood, Ltd.		
Date:	Signature:		

**RECORDED: 03/24/2020**