PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6544886

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/30/2019

CONVEYING PARTY DATA

Name	Execution Date
IONROAD TECHNOLOGIES LTD.	06/30/2019

RECEIVING PARTY DATA

Name:	RED BEND LTD.
Street Address:	4 HACHARASH STREET, BUILDING D
Internal Address:	14TH FLOOR
City:	HOD HASHARON
State/Country:	ISRAEL
Postal Code:	4524075

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15860628

CORRESPONDENCE DATA

Fax Number: (408)715-1201

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: 4087151211
Email: jmatthews@artegislaw.com, algdocketing@artegislaw.com
Correspondent Name: ARTEGIS LAW GROUP, LLP
Address Line 1:   7710 CHERRY PARK DRIVE, SUITE T104
Address Line 4:   HOUSTON, TEXAS 77095

ATTORNEY DOCKET NUMBER:	HRMN0291US (P160041US)
NAME OF SUBMITTER:	HENRY L. WELCH
SIGNATURE:	/Henry L. Welch/
DATE SIGNED:	02/10/2021

Total Attachments: 5
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 30, 2019, is made by and among Red Bend Ltd., a private limited liability company incorporated under the laws of the State of Israel (the "Parent"), TowerSec Ltd., a private limited liability company incorporated under the laws of the State of Israel (the "TS"), and iOnRoad Technologies Ltd., a private limited liability company incorporated under the laws of the State of Israel ("IT", and together with TS, the "Subsidiaries"). Each of the Parent and the Subsidiaries shall be referred herein as a "Party", and together, the "Parties".

WHEREAS, the Parent owns the entire issued and outstanding share capital of each Subsidiary;

WHEREAS, the Parties are part of a group of companies controlled by Harman International Industries Inc. (the "Group");

WHEREAS, ▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨ the Boards of Directors of the Parent and each Subsidiary have each unanimously (a) approved this Agreement, the Merger (as defined below) of such Subsidiary with and into the Parent, and the other transactions contemplated hereby, (b) determined that this Agreement, the applicable Merger and the other transactions contemplated by this Agreement are fair to, and in the best interests of the Parent and such Subsidiary, ▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨▨
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▨▨▨▨▨▨▨▨ approved the Merger, as contemplated in this Agreement, on June 30, 2019;

WHEREAS, in accordance with the Section 320 of the Israeli Companies Law, 1999 (the "Companies Law"), each Merger can be effected without the approval of the sole shareholder of each of the Parent and the applicable Subsidiary;

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WHEREAS, to the best of the Parties' knowledge, no limitation exists on the Parties' ability to undertake the obligations contained in this Agreement, other than as specified herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties hereto, intending to be legally bound, agree as follows:

1. The Merger. Upon the terms and subject to the satisfaction of the Closing Conditions set forth in Section 6 herein, and in accordance with the provisions of Sections 314 through 327 of the Companies Law and of the Israeli Companies Regulations (Merger), 2000 (together with the Companies Law, the "ICL"), at the Effective Time (as defined below), each Subsidiary (as a target company ('Chevrat Ha'Ya'ad') in the Merger) shall be merged with and into the Parent (as the absorbing company ('Ha'Chevra Ha'Koletet') in the Merger) (each, a "Merger", and collectively, the "Mergers"), and as a result thereof the separate existence of each of the Subsidiaries shall cease, and the Parent shall be the surviving company in each of the Mergers (the "Surviving Company").

2. Effective Time. As soon as possible after the execution of this Agreement and fulfillment or waiver by Parent of the Closing Conditions, the Subsidiaries, in coordination with the Parent, and in accordance with the customary practice of the Registrar of Companies of the State of Israel (the "Companies Registrar"), shall request that the Companies Registrar declare the applicable Merger effective and issue certificates evidencing the Mergers in accordance with

Section 323(5) of the ICL (the "Merger Certificates"). The Mergers shall become effective upon the issuance by the Companies Registrar of all of the Merger Certificates and all applicable approvals from the Israeli Tax Authority (the "ITA") (the time at which the Mergers becomes effective is referred to herein as the "Effective Time").

3. **Effects of the Merger.** The Mergers shall have the effects set forth in this Agreement and specified in the applicable provisions of the ICL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, by virtue of, and simultaneously with, the Mergers and without any further action on the part of Parties or their respective sole shareholder: (i) each Subsidiary shall be merged with and into the Parent, the separate corporate existence of each of the Subsidiaries shall cease and the Parent shall continue as the Surviving Company, (ii) all the properties, rights, privileges, powers and franchises of each of the Subsidiaries shall vest in the Surviving Company, (iii) all debts, liabilities and duties of each of the Subsidiaries, and all debts, liabilities and duties of Parent, shall become the debts, liabilities and duties of the Surviving Company, and (iv) all the rights, privileges, immunities, powers and franchises of Parent (as the Surviving Company) shall continue unaffected by the Mergers in accordance with the ICL.

4. **Consideration.** No consideration whatsoever shall be paid or owed by either Party to any of the other Parties in connection with any of the transactions contemplated by the Agreement, and neither Party shall be entitled to receive any sort of compensation in connection herewith, including any fee, commission, reimbursements, expenses, shares, options, or any other form of consideration whatsoever.

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6. **Closing Conditions.**

   6.1. The consummation of the Mergers shall be subject to receipt of all the consents and approvals listed in this Section 6 (the "Closing Conditions"). The Parent shall be permitted to waive any such Closing Condition, *provided, however,* that such Closing Condition is not required by applicable law:

      6.1.1. approval and/or consent of any third party (including financial institutions), if and as required for the consummation of the Mergers under any material agreement of either Party and/or under any applicable law;

      6.1.2. approval required to be obtained from the Israeli Innovation Authority;

      6.1.3. Receipt of applicable tax ruling from the ITA;

      6.1.4. at least fifty (50) days shall have lapsed after the filing of the requisite merger proposals with the Companies Registrar; and

      6.1.5. The Parent (as the absorbing company) has received the Merger Certificates from the Companies Registrar in accordance with Section 323(5) of the Companies Law.

   6.2. The Parties shall use their reasonable best efforts and cooperate as required to fulfill, as promptly as practicable after the date of this Agreement, all the Closing Conditions required in connection with the Mergers, and for such purpose they shall contact all relevant entities and/or authorities, and likewise provide information and execute undertakings customarily requested by such entities and/or authorities as condition for

2

approvals. In addition, the Parties hereunder shall update each other on an ongoing basis as to any material development or setback in this regard.

7. **Miscellaneous**

7.1. The preamble of this Agreement constitutes an inseparable part hereof. The descriptive headings contained in this Agreement are included for convenience purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the word "include," "includes," or "including" appears in this Agreement, it shall be deemed in each instance to be followed by the words "without limitation".

7.2. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

7.3. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party to this Agreement. For avoidance of doubt, the Parties may by mutual written consent advance or extend the time for the performance of any of the obligations or other acts stipulated under this agreement.

7.4. No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

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7.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the conflict of law provisions thereof. The Parties agree to submit to the exclusive jurisdiction of the competent courts of Tel Aviv–Jaffa with respect to any disputes arising under or in relation to this Agreement.

7.7. This Agreement is not intended to and shall not confer upon any person or entity other than the Parties hereto any rights or remedies hereunder.

7.8. If any term or other provision of this Agreement or the application hereof is declared invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Mergers is not affected in any manner materially adverse to any Party. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the Parties agree that they shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Mergers be consummated as originally contemplated to the fullest extent possible.

7.9. The Parties hereto undertake to take any supplementary action and/or execute any other instrument reasonably required of them for the purpose of implementing this Agreement.

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7.10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail.

[Signature page follows]

4

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first-written above.

PARENT

RED BEND LTD.

By:
Name: Oren Betzaleli
Title: Director

SUBSIDIARIES

TOWERSEC LTD.

By:
Name: Oren Betzaleli
Title: Director

IONROAD TECHNOLOGIES LTD.

By:
Name: Oren Betzaleli
Title: Director

[Signature Page to Agreement and Plan of Merger]

5

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