

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6776594

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TEL HASHOMER MEDICAL RESEARCH INFRASTRUCTURE AND SERVICES LTD.		10/01/2020
RECEIVING PARTY DATA		
Name:	AMIR ZLOTKIN	
Street Address:	27 KEHILAT LVOV STREET	
City:	TEL AVIV	
State/Country:	ISRAEL	
Postal Code:	6972513	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16704849	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	646-942-0565	
Email:	roy@rgrosslaw.com	
Correspondent Name:	THE ROY GROSS LAW FIRM, LLC	
Address Line 1:	50 WASHINGTON STREET, SUITE 737/745	
Address Line 2:	SUITE 737/745	
Address Line 4:	NORWALK, CONNECTICUT 06854	
ATTORNEY DOCKET NUMBER:	08360-P0003A	
NAME OF SUBMITTER:	ROY D. GROSS	
SIGNATURE:	/Roy D. Gross/	
DATE SIGNED:	06/23/2021	
Total Attachments: 8		
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PATENT

REEL: 056632 FRAME: 0457

AGREEMENT

This ("Agreement") is made and entered on this 24th day of September, 2020 by and between Tel Hashomer - Medical Research, Infrastructure and Services LTD, a private company duly incorporated under the laws of the State of Israel having its registered office at Tel Hashomer, Israel, 52621, ("THM") and Dr. Amir Zlotkin I.D 059856682 of 27 Kehilat Lvov St. Tel-Aviv Israel or New Company (under formation) (the "Inventor").

- WHEREAS** THM is an Israeli company designated by virtue of its agreements with the Sheba Fund for Health Services and Research (the "**Fund**") and the Chaim Sheba Medical Center (the "**Hospital**") to act as the operational body of the Hospital and the Fund, with respect to promotion, development and commercialization of intellectual property deriving from inventions of Hospital's and/or Fund's employees; **AND**
- WHEREAS** In the course of and as a result of their employment with either the Hospital and/or the Fund, the Inventor invented an invention relating specified in **Annex A** as defined below, (the "**Invention**"); **AND**
- WHEREAS** THM filed a priority patent application in respect of the Invention (the "**priority Patent**") as specified in **Annex B** and additional patent applications stemming from the priority patent and/or the Invention (to the extent applicable) (collectively the "**Patents**") as specified in **Annex C**; **AND**
- WHEREAS** All rights, title and interest in and/or to the Invention and the Priority Patent and any patents stemming therefrom (the "**Patents**") are vested in and owned by THM; **AND**
- WHEREAS** Following comprehensive examination of the Invention, the Hospital's Inventions Committee determined that it does not wish to commercialize the Invention and/or the Patents or further finance any procedures or activities required relating to the Patents or as may be required for the commercialization of the Invention; **AND**
- WHEREAS** The Inventor wishes to commercialize the Invention and/or the Patents on his own and at his sole expense and discretion, without any assistance or funding from either the Hospital, the Fund or THM and accordingly have requested that THM waives its ownership rights in and to the Invention and the Patents for the benefit of the Inventor in order to enable him to commercialize the Invention and the Patents, all subject to and in accordance with the terms of this Agreement;

Technology Transfer Company,
Tel Hashomer Medical Research,
Infrastructure and Services Ltd

PATENT

REEL: 056632 FRAME: 0458

**NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION IT IS
AGREED AS FOLLOWS:**

1. PREAMBLE AND DEFINITIONS:

The Preamble to this Agreement and its annexes constitute an integral part thereof.

In addition to terms defined elsewhere in this Agreement or its annexes, the following terms shall have the meaning ascribed to them hereinafter:

"Service Inventions" – as such term is defined under the Israeli Patent Law.

"Inventor Receipts": Any and all consideration, revenues and compensation of whatever nature (including non-cash consideration such as equity, securities, options once exercised and the like) actually received by or on behalf of the Inventor (not including any service fee or salary received by the Inventor from the New company) or a Relative in connection with the commercialization of the Invention and/or the Patents, including without limitation, the sale and/or transfer and/or grant of any right or license under or with respect to the Invention and/or Patents and any agreement executed by or on behalf of the Inventors or a Relative permitting any use of the Invention or the Patents including for the development and/or manufacture and/or marketing and/or distribution of any product incorporating, produced and/or developed based upon the Invention or under the Patents or any part thereof and/or any enforcement of rights in or to the Invention and/or the Patents; provided however that with respect to sale or grant of right or any transaction which are not at arm's length, Inventor Receipts shall be calculated based upon the total amount or consideration that would have been paid for a sale and/or grant of right and/or transaction at arm's length or based upon current market conditions or value. It is agreed that Inventor Receipts specifically exclude any consideration received by the company commercializing the Invention and/or Patents.

"Relative": any relative by blood, marriage or adoption or any third party who directly or indirectly receives any Inventor Receipts as a result of assignment or grant of any right by the Inventors, whether for free or not.

"Inventor Expenses": reasonable out of pocket expenses that can be evidenced by invoices incurred by the Inventors in connection with: (i) the filing and/or prosecuting and/or maintenance of any patents filed in respect of the Invention; (ii) attorney fees incurred by the Inventors for the negotiation and preparation of an agreement relating to the commercialization of the Invention; and (iii) attorney fees incurred by the Inventors for the enforcement of rights in the Patents.

2. Ownership Rights in the Invention:

2.1 Subject to the terms of this Agreement, THM hereby completely waives all their ownership rights in and to the Invention and vests in and to the Inventors THM's rights, title and interest in and/or to the Invention.

2.2 THM shall execute the Patents' assignment documents provided to it by the Inventors and reasonably acceptable to THM which shall be necessary

under the relevant laws or as may be required by any authority to vest ownership of the Invention in the Inventors.

2.3 It is hereby clarified that the assignment referred to in this section 2 applies solely to the Invention (as described in Annex A) and to the Patents (as listed in Annex C), and does not apply to any of the following (i) related inventions or any other inventions arrived at or that shall be arrived at by the Inventors which are Service Inventions and/or (ii) Any patent application covering any new matter which is not a part of the Invention.

3. THM's Reimbursement of Expenses; Inventor Expenses; THM's Consideration; IIA Payment

3.1 Reimbursement of Inventor Expenses

Following payment by the Inventors of the THM Reimbursement, then from any cash payments constituting Inventor Receipts, the Inventors shall reimburse themselves for the Inventor Expenses (the "**Inventor Reimbursement**") prior to any distribution to be made in accordance with Section 3.3 herein.

3.2 THM's Consideration

3.3.1 It is agreed that following payment of the THM Reimbursement and the Inventor Reimbursement, any Inventor Receipts shall be allocated as follows: eighty percent (80%) to the Inventors and twenty percent (20%) shall be paid to THM ("**THM's Consideration**").

3.3.2 THM's Consideration shall be paid or transferred by the Inventors to THM on an annual basis, within 7 days from the end of each calendar year.

3.3.3 In the event of non-cash Inventors Receipts which may not be divided or allocated to THM, the Parties shall evaluate the fair market value of such Inventor Receipts and the Inventors shall pay THM 20% of such agreed evaluation to THM.

3.3.4 For the removal of doubt it is hereby mutually clarified and agreed that neither Party shall be entitled to any consideration other than as specified in this Section 3. The Inventor specifically waives any and all claims to any payments which would have been made to the Inventor pursuant to the Directive of Intellectual Property as in effect and as shall be in effect.

3.3.5 In calculating Inventor Receipts, all amounts shall be expressed in US Dollars and any amount received or invoiced in a currency other than US Dollars shall be translated into NIS, for the purposes of calculation, in accordance with the exchange rate between the US Dollar and such currency on the date of such receipt or invoice, as the case may be.

4. Reports and Audit

4.1 The Inventors shall keep complete, accurate and correct books of account and records consistent with sound business and accounting principles and practices.

4.2 THM shall be entitled subject to advance coordination to examine, and the Inventors shall be obligated to provide THM with, any books of accounts and/or any other records and/or documents and/or agreements relating to Inventor Receipts and Inventor Expenses and/or to THM's Consideration or required for the calculation thereof.

4.3 The Inventors shall provide THM with an annual written report within 14 days from the end of each year commencing with the first year in which any Inventor Receipts are generated or an investment agreement is entered into involving the Invention and/or the Patents, signed and confirmed by his independent auditor in a form acceptable to THM, specifying all amounts payable to THM under Section 3 in respect of the applicable year to which the report refers to. Such report shall include the Inventor's Expenses and the Inventor's Receipts received by the Inventors or a Relative with a breakdown according to identity of payer, the currency of the payment and date of receipt thereof and any other matter required by THM in order to calculate and/or verify the amounts payable hereunder. Prior to the generation of any Inventor Receipts, a zero report shall be furnished to THM. The Inventor shall furnish THM commencing on the date of execution of this Agreement, with a bi-annual progress report in a form acceptable to THM detailing any and all research, development, commercialization activities conducted by the Inventor, as well as patent's filing, maintenance and enforcement activities conducted with respect to the Invention or Patents.

5. Representations and Disclaimers

The Inventors represent, warrant and covenants as follows:

5.1 That they have fully, accurately and adequately disclosed, in good faith, any and all information, data and documents relating to the usefulness, efficacy, feasibility, value and commercial exploitability of the Invention and any related Service Invention.

5.2 That they shall not use any of THM/Fund/Hospital funds, facilities, equipment, employees and contractors, materials, or any other sources of THM, the Fund or the Hospital for the purpose of the Invention including for the purpose of the development or marketing of the Invention and or the Patents.

5.3 THM (on behalf of itself, the Fund and the Hospital) disclaims any representations and/or warranties concerning the Invention and/or the Patents, including any warranty of fitness for a particular purpose, completeness, use, potential, patentability, exploitability, value and/or that the Invention and/or the Patents do not infringe any third parties' rights and/or that any products can be produced or created based upon the Invention and/or the Patents.

6. Indemnity and Insurance

The Inventors undertake that any agreement (including any MOU or Letter of Intent), between the Inventors or any third party relating to the Invention and/or the Patents shall include indemnity provisions regarding the responsibility of such third party and any third party using the Invention and or Patents on their behalf or at their permission (such as affiliates, sublicensees, purchasing entity) to: (a) indemnify and hold harmless the Fund, the Hospital, THM and their employees, representatives, agents and contractors (the "**Beneficiaries**") against and from any loss, liability, claims, damages or expenses of whatever kind or nature arise out of or resulting from and/or are encountered in connection with: (i) this Agreement and (ii) the use and/or exploitation of the Invention or the practice of the Patents or any use of any products incorporating the Invention and or the Patents or any part thereof and/or manufactured or developed based upon the Invention or under the Patents; and (b) insure its above liabilities in a proper insurance policy with reasonable terms and for reasonable amounts under the circumstances.

7. Reserved Rights

The Inventors hereby grant THM, the Fund and the Hospital a non-exclusive, royalty-free, perpetual and irrevocable license to practice the Invention and or the Patents for academic and/or scholarly purposes.

8. Miscellaneous.

8.1 Law and Venue. Any dispute between the parties to this Agreement, including its breach and/or its implementation and/or its termination, shall be determined exclusively by the competent court of law in Tel-Aviv, Israel which shall have exclusive jurisdiction and the law that shall apply shall be the statutes and laws of the State of Israel.

8.2 Use of Names. The Inventors shall not use the names of the Hospital, the Fund and/or THM and/or their employees, representatives, agents and contractors in any manner or in any publication including commercial publicity, without the prior written consent of THM.

8.3 Assignment. This Agreement shall be personal to the Parties and therefore the Parties may not assign any of their rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the aforementioned, THM shall be entitled to assign this Agreement to any association and/or organization and or company that was established in connection with or for the benefit of the Hospital.

8.4 Continuing Obligations. The rights and obligations of each of the Parties hereto under any provision of this Agreement, which is expressly or by implication intended to survive beyond the term of this Agreement, including but not limited to those provisions relating to Publication Rights, Confidentiality, Indemnification and Insurance, and Intellectual Property Rights, shall survive the expiration or termination of this Agreement for any reason.

8.5 Notices. Except as otherwise provided in this Agreement, all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly served (i) upon personal delivery (ii) upon

facsimile transmission (receipt of which has been orally confirmed by the recipient) (iii) Upon email transmission, in the case of THM to Sylvie.Luria@sheba.health.gov.il; or (iv) Seven (7) business days after deposit, postage prepaid, return receipt requested, if sent by Registered Mail and addressed to the address of the parties first above stated or in accordance with such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly served upon receipt thereof.

8.6 Captions. Any paragraph or other captions are inserted for convenience only and shall not be considered a part of or affect the interpretation or construction of any of the provisions of this Agreement.

8.7 Waivers. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by either Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as each party may deem expedient.

8.8 Entire Agreement; Amendments. This Agreement, including, without limitation, its schedules, contains the entire agreement of the Parties with respect to its subject matter. No oral or prior written statements or representations not incorporated herein shall have any force or effect, nor shall any part of this Agreement be amended, supplemented, waived or otherwise modified except in a writing signed by both Parties.

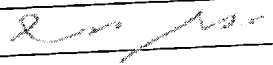
8.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

Signature Page Follows

The Inventor

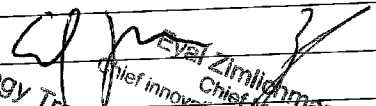
Name: Amir Zlotkin
Signature: 
Title: Ph.D
Date: 1/10/2020

Name: _____
Signature: _____
Title: _____
Date: _____

Name: _____
Signature: _____
Title: _____
Date: _____

Name: _____
Signature: _____
Title: _____
Date: _____

Tel Hashomer Medical Research, Infrastructure and Services Ltd. (THM)

Name: _____
Signature: 
Title: Chief innovation & Commercialization Officer
Date: _____
*Technology Transfer Company,
Tel Hashomer Medical Research,
Infrastructure and Services Ltd*
*Eyal Zimlichman MD, MSc
Chief innovation & Commercialization Officer
Sheba Medical Center*

Name: _____
Signature: _____
Title: _____
Date: _____

Annex A – The Invention

Annex B – Priority Patent (if applicable)

Annex C – Patents (if applicable)

Technology Transfer Company,
Tel Hashomer Medical Research,
Infrastructure and Services Ltd