

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOAN & IRWIN JACOBS TECHNION-CORNELL INSTITUTE	11/17/2021
RECEIVING PARTY DATA	
Name:	WESPER INC.
Street Address:	234 5TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10531832
Patent Number:	10531833
PCT Number:	US2018054592
Application Number:	16705806
Application Number:	16705820
Application Number:	62569783
CORRESPONDENCE DATA	
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<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>	
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Correspondent Name:	COOLEY LLP, ATTN: PATENT GROUP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
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Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	TATC-001/01US 332153-2001
NAME OF SUBMITTER:	LESLY A. MCANELLY
SIGNATURE:	/Lesly A. McAnelly/
DATE SIGNED:	12/15/2021

Total Attachments: 11

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IP TRANSFER AND LICENSE AGREEMENT

This IP Transfer and License Agreement (“**Agreement**”) is made as of the 17th day of November, 2021 (the “**Effective Date**”) by and between Wesper Inc., a Delaware corporation, having a principal place of business at 234 5th Avenue, New York, NY 10001 (formerly known as Tatch Inc.) (“**Company**”) and the Joan & Irwin Jacobs Technion-Cornell Institute (formerly known as the Joan and Irwin Jacobs Technion-Cornell Innovation Institute), a not-for-profit (501(c)(3)) organization, with offices at 2 West Loop Road, New York, NY 10044 (“**JTCI**”). Company and JTCI are each referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, JTCI is a joint Institute formed by Cornell University and the Israel Institute of Technology (“**Technion**”) and operates the Runway Startup Postdoctoral Program intended to encourage individuals (each, an “**Associate**”) to pursue entrepreneurial activities based on their expertise including through the Associate’s formation of a company to commercialize the results of the Associate’s participation in the JTCI program;

WHEREAS, Company was co-founded by an Associate of the JTCI program, and such Associate is the Chief Executive Officer of the Company, who had entered into an agreement (titled “IP Waiver and Agreement for Runway Postdoctoral Associates Program at the Jacobs Technion-Cornell Innovation Institute”) with JTCI (the “**Institute-Associate Agreement**”) in which he agreed to assign to JTCI certain intellectual property developed by the Associate in connection with the JTCI program;

WHEREAS, pursuant to the Institute-Associate Agreement, JTCI and Company entered into a license agreement dated January 21, 2018 (the “**License Agreement**”) in which JTCI exclusively licensed to Company intellectual property developed by the Associate and assigned to JTCI pursuant to the Institute-Associate Agreement;

WHEREAS, the Parties wish to amend their relationship to allow Company to own certain intellectual property previously assigned to JTCI and for JTCI to obtain a limited license to use the intellectual property for non-commercial purposes as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The capitalized terms in this Agreement which are not defined elsewhere in the text of the Agreement shall have the meanings set forth in this Section 1.

1.1 “Assigned IP” means all Intellectual Property assigned to JTCI by Company and/or its Associate, Dr. Amir Reuveny, pursuant to the Institute-Associate Agreement.

1.2. “Intellectual Property” means (a) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations; (b) copyrights and registrations and applications for registration thereof; (c) mask works and registrations and applications for registration thereof, (d) computer software, data and documentation; (e) inventions, trade secrets and confidential business information, whether patentable or non-patentable and whether or not reduced to practice, know-how, manufacturing and

product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; and (f) copies and tangible embodiments thereof.

1.3 "Licensed Patents" shall mean U.S. Patent No. 10,531,832, any and all foreign counterparts thereof, any and all United States or foreign patents or patent applications filed, issued or issuing as a divisional, continuation, continuation-in-part, reissue, reexamination, renewal or extension of any of the foregoing patents and patent applications (including, but not limited to, the patent assets recite in attached Exhibit A).

1.4. "Change of Control" means (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

1.5 "Affiliate" means, with respect to a person or entity, any corporation or other business entity in which such person or entity owns or controls, directly or indirectly, at least fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors, or in which such person or entity is owned or controlled directly or indirectly by at least fifty percent (50%) of the outstanding stock or other voting rights entitled to elect directors; but in any country where the local law does not permit foreign equity participation of at least fifty percent (50%), then an "Affiliate" includes any company in which such person or entity owns or controls or is owned or controlled by, directly or indirectly, the maximum percentage of outstanding stock or voting rights permitted by local law.

2. IP TRANSFER

2.1. Transfer of IP. JTCI agrees to and does hereby irrevocably sell, assign, transfer, convey and set over to Company the entire right, title and interest in and to the Assigned IP, including without limitation:

- (a) the Licensed Patents and any inventions, invention disclosures, and discoveries described in any of the Licensed Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Licensed Patents;
- (b) rights to apply in any or all countries of the world for the Assigned IP including without limitation patents, certificates of invention, utility models, copyrights, and trademarks; and
- (c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assigned IP, including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on

account of any of the Assigned IP and/or any of the foregoing.

JTCI does not assign any intellectual property which is not set forth herein.

2.2. Execution of Documents. To the extent required, JTCI agrees to use commercially reasonable efforts to execute documents prepared by Company or its counsel as reasonably necessary to effectuate the recordation of the transfers of all or any portion of the Assigned IP in any governmental filing office in the world. In conjunction with execution of this Agreement, JTCI and Company will execute the Assignment of Patent Rights attached as Exhibit A hereto for recordation at the U.S. Patent and Trademark Office and the patent offices of foreign countries.

2.3. Termination of License Agreement. The License Agreement is hereby terminated, except that the rights and obligations of the Parties set forth in the following sections of the License Agreement shall survive such termination according to their respective terms: Sections 1, 4, 5, 6, 7, and 9.

2.4. Grantback. Company hereby grants:

(a) to JTCI and Cornell University and their respective non-profit Affiliates an irrevocable, perpetual, non-exclusive, royalty-free, worldwide right and license to use the Assigned IP solely for non-commercial educational and research purposes; provided that JTCI or Cornell University, as applicable, provide Company with prior notice of any publication disclosing the Assigned IP or any portion thereof and reasonably consider any suggested redactions or revisions provided by Company; and

(b) to Cornell University and Technion and their respective non-profit Affiliates an irrevocable, perpetual, non-exclusive, royalty-free, worldwide right and license to use the Assigned IP solely for non-commercial educational and research purposes, provided that Technion or Cornell University, as applicable, provide Company with prior notice of any publication disclosing the Assigned IP or any portion thereof and reasonably consider any suggested redactions or revisions provided by Company.

2.5. Consideration. In conjunction with the execution of this Agreement (or promptly thereafter), the Company will pay JTCI the amount of twenty five thousand (\$25,000) dollars as consideration (together with the grantback license) for the transfer of the Assigned IP under this Agreement. Alternatively, if both Parties agree, the Company will grant JTCI an equivalent number of shares and/ or options based the Company's most recent round valuation (together with the grantback license) as consideration.

2.6. Right of Notice. For a period of 5 years after the Effective Date, in the event of dissolution of the Company or if the Company expects to undergo a dissolution or similar event in the next ninety (90) days, either by (i) voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Change of Control or initial public offering), whether voluntary or involuntary, Company shall notify JTCI of such dissolution or expected dissolution and if it intends to sell or has received an offer to sell any or all of the Assigned IP. For a period of thirty (30) days from provision of such notice to JTCI, Company will negotiate in good faith with JTCI to sell the Assigned IP to JTCI or its designee and shall not enter into any binding commitment with a third party until the end of such thirty (30) day period. Company will not sell the Assigned IP to any

third party on terms more favorable to the third party than the terms offered by JTCI during such thirty (30) day period.

3. REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties of Each Party. Each Party represents and warrants to the other Party that such Party has the full right and power to enter into this Agreement, and the person executing this Agreement on behalf of such Party has the full right and authority to enter into this Agreement on behalf of such Party and the full right and authority to bind such Party to the terms and obligations of this Agreement.

3.2 Additional JTCI Representation. JTCI represents and warrants that it has not granted any liens, security interests or other encumbrances on the Assigned IP, and has not entered into an agreement or commitment with any third party to transfer any of the Assigned IP.

3.3. Limitations on Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER. EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.4. AS IS Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ASSIGNED IP AND THE LICENSE RIGHTS GRANTED BY COMPANY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MISAPPROPRIATION OR NONINFRINGEMENT.

4. CONFIDENTIALITY

4.1. Confidentiality Obligation. Each of JTCI and Company (the “**Receiving Party**”) shall keep strictly confidential any information disclosed in writing, orally or in any other manner by the other Party (the “**Disclosing Party**”) or otherwise made available to the Receiving Party concerning the Disclosing Party’s performance of this Agreement or otherwise concerning the business, operations, trade secrets or other proprietary information of the Disclosing Party (“**Confidential Information**”), using at least the same degree of care that it uses to protect its own confidential or proprietary information but in no event less than reasonable care. JTCI and Cornell may disclose Assigned IP in its possession on the Effective Date without obligations or confidentiality in connection with the rights set forth in Section 2.4 above. For clarification, this means that JTCI, Technion and Cornell may only disclose Assigned IP deemed Confidential Information as stated in the Grantback clause to the extent necessary for internal non-commercial and educational use. This Agreement shall be deemed to be Confidential Information of each Party. “Confidential Information” shall not include information:

- (a) which is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party in violation of this Section 4;
- (b) which is lawfully received by the Receiving Party on a nonconfidential basis from

a third party that is not itself under any obligation of confidentiality or nondisclosure to the Disclosing Party with respect to such information;

(c) which by written evidence can be shown by the Receiving party to have been independently developed by the Receiving Party; or

(d) which was in the Receiving Party's possession at the time of disclosure by the Disclosing Party.

(e) except as required to be disclosed pursuant to any law or regulation.

4.2. Nondisclosure of Confidential Information. The Receiving Party shall use Confidential Information solely for the purposes of this Agreement and shall not disclose or disseminate any Confidential Information to any Person at any time, except for disclosure to those of its directors, officers, employees, accountants, attorneys, advisers and agents whose duties reasonably require them to have access to such Confidential Information or to potential acquirers or investors in the Receiving Party, provided that such potential acquirers or investors and such directors, officers, employees, accountants, attorneys, advisers and agents are required to maintain the confidentiality of such Confidential Information to the same extent as if they were Parties hereto, except as required to be disclosed pursuant to any law or regulation.

4.3. Press Releases. No Party to this Agreement shall originate any publicity, news release or other public announcement, written or oral, relating to this Agreement, without the prior written consent of the other Party, except to the extent such publicity, news release or other public announcement is required by law or regulation; provided that in such event, the Party issuing same shall still be required to consult with the other Party named in such publicity, news release or public announcement a reasonable time (being not less than 48 hours) prior to its release to allow the named Party to comment on the use of its name and, after its release, shall provide the named Party with a copy thereof. Neither Party shall use the name of the other for advertising or promotional claims without the prior written consent of the other Party, which may be withheld in the sole discretion of such Party.

4.4. Exceptions. The foregoing confidentiality and nondisclosure obligations shall not prohibit the disclosure of Confidential Information, to the extent such disclosure is required by law or by regulation or organization, provided, however, that in such event, the Receiving Party provides the Disclosing Party with prompt advanced notice of such disclosure to the extent practicable and lawful so that the Disclosing Party has the opportunity if it so desires to seek a protective order or other appropriate remedy.

5. INDEMNIFICATION

Company agrees to indemnify, defend and hold harmless JTCI, Cornell, and their respective affiliates (the "**JTCI Indemnified Parties**") from and against any and all claims and damages arising from the exploitation of the Assigned IP by Company or its licensees or successors. The JTCI Indemnified Parties shall cooperate fully with Company, at Company's sole cost and expense, in the defense of any such claim. The JTCI Indemnified Parties may participate in the defense of any claim through their own counsel, and at their own expense.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THIS SECTION 6 SHALL NOT LIMIT COMPANY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT OR SECTION 6 OF THE LICENSE AGREEMENT.

7. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated earlier by mutual written agreement of the Parties.

8. MISCELLANEOUS.

8.1. Entire Agreement. This Agreement (together with the Subscription Agreement and Assumption of Patent Rights) supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect, and sets forth the entire agreement between the Parties with respect to the subject matter hereof. No modification or change may be made in this Agreement except by written instrument duly signed by a duly authorized representative of each Party.

8.2. Relationship of the Parties. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between JTCI and Company. Each Party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability and other benefits.

8.3. Notices. All notices, reports, requests, acceptances and other communications required or permitted under this Agreement will be in writing. Notices will be deemed given when actually received. All communications will be sent to the receiving Party's address as first set forth above or to such other address that the receiving Party may have provided in accordance with this Section 8.3 for purposes of receiving notices.

8.4. Binding Nature. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

8.5. Force Majeure. Each Party hereto shall be excused from default or delay in the performance of its Obligations hereunder if and to the extent that such default or delay is caused by an act of God, or other cause beyond its reasonable control, including but not limited to, work stoppages, war, fires, riots, accident, explosion, flood, storm, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment. In such event, the nonperforming Party shall be excused from performance, as long as such circumstances prevail and shall as soon as practicable notify the other by telephone (to be confirmed promptly in writing) of any actual or anticipated delay.

8.6. Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent

possible, the business purposes and intent of such invalid and unenforceable provisions.

8.7. Governing Law Venue. This Agreement shall be construed and governed according to, and any arbitration hereunder shall apply, the laws of the State of New York, excluding: (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts located in the State of New York with regard to any disputes arising in connection with this Agreement.

8.8. No Waiver. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the Parties on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

8.9. Heading and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to Sections or Exhibits shall, unless otherwise provided, refer to Sections hereof or Exhibits attached hereto, all of which Exhibits are incorporated herein by this reference.

8.10. Equitable Relief. Except as otherwise expressly provided herein, no remedy granted to either Party herein shall be exclusive of any other remedy, and each remedy shall be cumulative with every other remedy herein or now or hereafter existing at law, in equity, by statute or otherwise. All claims or causes seeking injunctive or other equitable relief will be heard in any federal or state court located in New York, New York, and each of the Parties hereby irrevocably submits to the jurisdiction thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused this Agreement to be executed by their respective duly authorized representative identified below.

Wesper Inc.

Joan & Irwin Jacobs Technion-Cornell Institute

By:



By:

Fernando Gómez-Baquero

Print Name: Amir Reuveny, Ph.D.

Print Name: Fernando Gómez-Baquero

Title: CEO

Title: Director of Runway and Spinouts

EXHIBIT A

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is made this 17th day of November, 2021, (the “Effective Date”) between Joan & Irwin Jacobs Technion-Cornell Institute (formerly known as Joan and Irwin Jacobs Technion-Cornell Innovation Institute), a not for profit (501c3) organization, with offices at 2 West Loop Road, New York, NY 10044 (“**Assignor**”) and Wesper Inc., a Delaware corporation, having a principal place of business at at 234 5th Avenue, New York, NY 10001 (formerly known as Tatch, Inc.) (“**Assignee**”).

WHEREAS, Assignor represents and warrants that it is the sole owner of the patents and patent applications identified below, each entitled “Systems, Apparatus, and Methods for Detection and Monitoring of Chronic Sleep Disorders” unless otherwise noted below (collectively, the “**Patent and Applications**”):

- United States Patent No. 10,531,832, filed Oct. 5, 2018 as Patent Application No. 16/152,649, and issued Jan. 14, 2020;
- United States Patent No. 10,531,833, filed May 7, 2019 as Patent Application No. 16/404,825, and issued Jan. 14, 2020;
- International Patent application PCT/US2018/054592, filed October 5, 2018, and all foreign and U.S. applications claiming priority thereto, including, but not limited to, CN 201880065458 and EP 18865600;
- United States Patent Application No. 16/705,806 filed Dec. 6, 2019 as a continuation of U.S. Patent Application Nos. 16/404,825 and 16/152,649;
- United States Patent Application No. 16/705,820, filed Dec. 6, 2019 as a continuation of U.S. Patent Application Nos. 16/404,825 and 16/152,649;
- United States Provisional Patent Application Ser. No. 62/569,783, filed Oct. 9, 2017, and all applications and patents claiming priority thereto.

WHEREAS, Assignor is willing to assign all right and title and interest in the Patent and Applications under the terms set forth below, and represents that it has the full, unencumbered authority and right to make such an assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign and set over to Assignee the entire right, title and interest for the United States and all other countries in and to said Patent and Applications, any inventions disclosed therein, all divisional, continuations, continuation-in-part, reissues and reexaminations thereof in the United States and foreign equivalents in all other countries, including all rights of priority from the filing of said Patent and Applications, and all rights to enforce rights in the Patent and Applications against past, present or future infringement thereof, and the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all patents on said inventions or resulting therefrom to Assignee herein, as assignee of the entire interest therein.

In addition, and without limiting the foregoing, Assignor assigns to Assignee, free from any encumbrance, all rights, title and interest in and to the Patent and Applications to the fullest extent permitted by the applicable laws, including:

(i) all rights in, and arising out of, the International Application, including all rights in, and arising out of, the regional phase European Application to the intent that the grant of any patent from the European Application shall be in the name of, and vest in, the Assignee;

(ii) all rights, powers and privileges and immunities conferred on the Assignor in respect of the European Application or the International Application or by, or resulting from, the European Application or the International Application; and

(iii) the right to bring, make, oppose, defend and/or appeal any proceedings, claims or actions, or any other cause of action arising from ownership, of the European Application or any patent granted from the European Application (or other acts within the scope of the claims of any published specification of the International Application or the European Application or of a patent granted from the European Application) whether occurring before, on or after the Effective Date.

[Signature Page
Follows]

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Assignment as set forth below.

For and on behalf of Assignor

Joan & Irwin Jacobs Technion-Cornell Institute

Fernando Gómez-Baquero

By: _____

Print Name: Fernando Gómez-Baquero

Title: Director of Runway and Spinouts

For and on behalf of Assignee

Wesper Inc.

By:  _____

Print Name: Amir Reuveny, Ph.D.

Title: CEO