

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7017537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PABLO CASTRO LISBOA	09/10/2021
JULIAN OREGGIONI GAMOU	09/10/2021
EMILIO MACHADO ZUBELZU	09/10/2021
RECEIVING PARTY DATA	
Name:	A. L. NANDI LTD
Street Address:	HANESI'IM AVE. 44
City:	HOD HASHARON
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15538489
CORRESPONDENCE DATA	
Fax Number:	(212)246-8959
<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:	+227 2127081803
Email:	gmarti@ladas.com
Correspondent Name:	LADAS & PARRY
Address Line 1:	1040 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	019883-7
NAME OF SUBMITTER:	JANET I. CORD
SIGNATURE:	/JANET I. CORD/
DATE SIGNED:	11/10/2021
Total Attachments: 19	
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מס' 5714 No.

**AUTHENTICATION OF SIGNATURE
OF A PERSON SIGNING ON
BEHALF OF A BODY CORPORATE**

אימות חתימה של אדם בשם תאגיד

I, the undersigned, Miguel Daniel Abadi, Notary of 20 Borochoy St., Ra'anana, Israel, License No. 2073877, hereby certify that on August 8, 2021, there appeared before me in my office Mr. Eduardo Zlotnik, whose identity was proved to me by his Israeli ID. No. 320696966 issued on October 18, 2017 and signed of his own free will the attached document marked "A" on behalf of A.L. NANDI Ltd.

אני הח"מ, מיגל דניאל עבאדי, נוסריון מס' 2073877, רעננה, רישיון מס' 2073877, בורוכוב 20, רעננה, רישיון מס' 2073877, מאשר בזאת כי כיום 8 לאוגוסט 2021 ניצב בפני במשרדי מר אדוארדו זלוטניק, שזהותו הוכחה לי על פי תעודת זהות ישראלית מס' 320696966 שניתנה ביום 18/10/2017 וחתם מרצונו החופשי על המסמך המצורף בזאת והמסומן באות "A" בשם ע. ל. ננדי בע"מ, חברה רשומה בישראל.

And I further certify that with a view to establishing the right of the above-named to sign on behalf of A.L. NANDI Ltd. there has been produced to me the protocol of the meeting of the Board of Directors dated October 13, 2020, in the matter of signing rights in the company.

ואני מאשר כי להוכחת רשותו הנ"ל לחתום בשם ע. ל. ננדי בע"מ הוצגה בפני החלטת דירקטוריון מיום 13/10/2020 בדבר זכויות החתימה בחברה.

IN WITNESS whereof I hereby authenticate the signature of Eduardo Zlotnik and his authority so to sign, by my signature and seal, this 8 day of August 2021.

ולראיה הנני מאשר את חתימתו של אדוארדו זלוטניק וסמכותו לחתום כאמור, בחתימת ידי וחותמי היום 8 לאוגוסט 2021.

Certification fee: 231 NIS + V.A.T.

שכר אישור 231 ₪ + מע"מ

Firma

Selle notarial

חתימה



PATENT

REEL: 058843 FRAME: 0531

APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. STATE OF ISRAEL

This public document

has been signed by

Advocate

מיקל דניאל אבאדי, אגל

MEQUEL DANIEL ABADI, AGI

3. Acting in capacity of Notary

3. המוכתן בתור נאמן

4. Bears the seal/stamp of

4. נושא את החותם/החותמות

the above Notary

של הנאמן הנ"ל

Certified

אושר

5. At the Magistrates Court of Kfar Saba

5. בבית משפט השלום בכפר סבא

6. Date

6. ביום

7. By an official appointed by

12-08-2021

7. על ידי מנע שמונה בידי שר

Minister of Justice under the

הנאמנים למו חוק הנאמנים,

Notaries Law, 1976.

התשל"ו - 1976

8. Serial number

8. מס' סידורי

9. Seal/Stamp

9. החותם / החותמות

10. Signature

10. חתימה



מיקל דניאל אבאדי
MEQUEL DANIEL ABADI
12-08-2021

בית משפט השלום
Kfar Saba Kfar Saba
12-08-2021

מיקל דניאל אבאדי
MEQUEL DANIEL ABADI
12-08-2021

בית משפט השלום
Kfar Saba Kfar Saba
12-08-2021

PATENT

REEL: 058843 FRAME: 0532

PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT ("Agreement") is entered into on 9/10/2011 ("Effective Date") by and between A.L. NANDI Ltd., registration no. 516263803 (the "Company") with its offices located at HaNesi'im Ave. 44, Hod Hasharon, Israel, ("Purchaser"), and Pablo Castro Lisboa, Julián Oreggioni Gamou and Emilio Machado Zubeizu with address on Pedro Murillo 6136, Montevideo, Uruguay, (jointly and severally the "Seller") (collectively the "Parties").

Whereas, Seller is the sole and exclusive owner of patents as specified in Annex A and all corresponding patent applications, foreign patents and all continuations, continuations in part, divisions, extensions, renewals, reissues, re-examinations and development thereof, all of which are collectively referred to as the "Patents" (the "Patents"); and

Whereas, The Parties wish that the Seller sell its rights, title, ownership and all interest in the Patents to Purchaser.

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

1. Seller shall deliver to Purchaser an executed copy of the Assignment of Patent Rights in Annex B hereto, (the "Assignment Deed") and all files and original documents owned or controlled by Seller relating to the Patents.
2. Consideration. In consideration of the Patents and all the Seller's undertakings herein, Purchaser shall pay the Seller a total amount of amount of US\$ 43,750 (the "Consideration"), consisting as follows –
 - 2.1. Cash payment. The Purchaser shall pay the Seller an amount of US\$ 4,375;
 - 2.2. Shares. The Purchaser shall issue to the Seller 56,250 of the Purchaser's ordinary shares (the "Shares") constituting 2.25% of the Purchaser's issued share capital as of the Effective Date, which will be distributed among sellers as follows: 45 % in favor of Pablo Castro Lisboa, 40 % in favor of Julián Oreggioni Gamou and 15 % in favor of Emilio Machado Zubeizu. The Shares shall be issued free and clear of any rights or shares. The Shares are subject to certain limitations and/or restrictions set forth in the Company's incorporation documents including its article of association as amended from time to time and the applicable law.
 - 2.3. Royalties -- In addition to the above, and subject to the full compliance of the Seller with its warranties, representations and obligations as set forth herein, Purchaser would pay Seller individually, separately and with different percentages (as described in 2.2), royalties as follows –
 - 2.3.1. Royalties at a rate of 1% (one percent) out of its Net Revenue emanating from the commercialization of any service or product related to the Patents or emanating from any commercialization of the Patent Rights, (the "Royalties") and in any event not less than the Compensation as described in 2.3.4 and not to exceed an annual cap of US\$ 60,000 (the "Royalties Cap"). In this Agreement, the term "Net Revenue" means the total amounts actually received by Purchaser as a result of the commercialization of the above, after the deduction of direct taxes and sale commissions.

2.3.2. The Royalties would be due and payable, commencing on the first commercial sale as described in 2.3.1 and ending according to the earlier: (i) following five [5] years from the Effective date or (ii) M&A Event of the Purchaser (the "Royalties Period").

"M&A Event" in this Agreement shall include: (i) a sale of a majority of the Purchaser (including any merger or consolidation); (ii) a sale, lease, transfer or other disposition of all or substantially all of the assets of the Purchaser; or (iii) an IPO of the Purchaser.

If an M&A Event occurs, Seller will be entitled to an annual final compensation in the sum equal to the Royalty Cap (USD \$60,000) for the Royalties Period from the date the M&A occurs and until the completion of the Term (5 years) which began on the Effective Date.

2.3.3. Payment Terms of the Royalties. A payment on account of the annual Royalties would be made by Purchaser on an annual basis, basing on the Net Revenue generated by Purchaser during the preceding year, and not to exceed the Royalties Cap. All payments would be made together with VAT, against invoices to be provided by the party, which received the payment.

2.3.4. In the event that a first commercial sale does not occur within 12 months as of the Effective date, Purchaser will pay Seller, for the Term beginning 12 months from the Effective date and until commercialization of any service or product related to the Patents is made, compensation in the annual sum of US\$5,000 ("Compensation").

3. The Seller declares that the Consideration is the full and final consideration for the Patents and that the Purchaser has no additional debt, whether past, present and/or future in relation with the Patents or the Seller. Each of the Parties shall bear all of its expenses and any applicable taxes in relation to this Agreement.

4. Transfer of Patents

4.1. Seller hereby sells, assigns, transfers and conveys to Purchaser all rights, title and interest it has in and to the Patents and all inventions and discoveries described therein, including without limitation, all rights of Seller under the Assignment Deed, and all rights of Seller to collect royalties under such Patents.

For the avoidance of doubt, Seller hereby sells, assigns, transfers and conveys to Purchaser all rights, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Patents and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patents.

4.2. Seller shall execute and deliver such other instruments and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby.

5. Assignment of Rights

5.1. Seller will assign to Purchaser the rights of the Patent upon the signing of this Agreement.

5.2. For the duration of five years (5) from the signing of this Agreement and until the end

of the Royalties Period, and during this term only, Purchaser shall not sell the Patent unless together with the assets of the Company if a M&A Event occurs or if a round of capital raising occurs.

- 5.3. In the Event that Purchaser sells the Patent under the terms of section 5.2 above, Seller will be entitled to a final compensation in the sum equal to the Royalty Cap (USD 60,000) for every year until the completion of the Term (period ending five years (5) from the Effective date, provided that commercialization of any service or product related to the Patents or emanating from any commercialization of the Patent Rights has been made. In the event that no commercialization of any service or product related to the Patents or emanating from any commercialization of the Patent Rights has been made and the Company is sold, Seller will be entitled to compensation instead of Royalties, in the sum of US\$ 10,000 for every year until the completion of the Term (period ending five years (5) from the Effective date.
- 5.4. Only in the event that Purchaser is liquidated within the five years (5) from the Effective Date and no M&A or successful round of capital raising occurs as per section 5.2 above, the Patent Rights shall be assigned back to the Seller and the Company will remain owner of 10% of the Patent. If a M&A Event or if a round of capital raising occurs within the five years (5) from the Effective Date, then Seller's right to assignment of the Patent rights back to him no longer applies.
6. Seller hereby represents and warrants to Purchaser as follows:
- 6.1. Authority. Seller has the right and authority to enter into this Agreement and to carry out its obligations hereunder.
- 6.2. Title and Content. Seller has good and marketable title to the Patents, including without limitation all rights, title, and interest in and to the Patents, including rights to sue for infringement thereof. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire or license the Patents. Purchaser acknowledges the fact that the Argentine patent application is still in process and no guaranty can be given in connection to the grant of said patent. However, the Seller commits to provide any assistance required in connection with any objections raised by the Competent Authorities, and third parties, or threatened legal actions.
- 6.3. Restrictions on Rights. Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of the transaction contemplated under this Agreement, or any prior transaction related to the Patents.
- 6.4. Conduct. Neither the Seller nor its representatives has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate the Patents or hinder its enforcement, including but not limited to misrepresenting Seller's patent rights to a standard-setting organization.
- 6.5. Enforcement. Seller has not put a third party on notice of actual or potential infringement of the Patents or considered enforcement action(s) with respect to the Patents.
- 6.6. Patent Office Proceedings. The Patents have not been nor are currently involved in any

reexamination, reissue, interference proceeding, or any similar proceeding and no such proceedings are pending or threatened. However, Purchaser acknowledges the fact that the Argentine application is still in process and no guaranty can be given in connection to the grant of said patent application. The Seller commits to provide any assistance required in connection with any objections raised by the Competent Authorities, and third parties, or threatened legal actions.

- 6.7. Fees. Until the Effective Date all maintenance fees, annuities, and the like due on the Patents have been timely paid. In the event that any maintenance fees, annuities, taxes or any debts have not been paid for the period prior to the Effective Date, Purchaser has the right to make such payments and accordingly set off any sums owed to Seller. After the Effective Date, purchaser will pay the correspondent maintenance fees, annuities and the like so that to keep the Patents alive and in force. Purchaser will pay the fees related to the registration (at the correspondent PTOs) of the assignment of the Patents.
- 6.8. Consents. Seller has obtained all third party consents, approvals, and/or other authorizations required to make the assignments described in Section 4 above.
- 6.9. Validity and Enforceability. The Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable and has not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate the Patents or preclude their enforceability. The Patents are not and have not been subject to any action or proceeding concerning their validity, enforceability, inventorship or ownership.

7. Other Covenants

- 7.1. Non-Competition. For the period of five years (5) from the signing of this Agreement and until the end of the Royalties Period, each Seller shall not, and shall not authorize any of their respective Affiliates to, engage (whether as an owner, operator, manager, employee, officer, director, consultant, advisor, representative or otherwise), directly or indirectly anywhere in any business based on electronic devices and systems applied to the cattle reproduction that Purchaser conducts nor with any business which relates to the Patent Rights. In the event of a breach of this non-competition undertaking, Seller shall no longer be entitled to the Shares and the Shares shall be automatically transferred back to Purchaser and/or forfeited and/or be converted to deferred shares which holds no rights, without derogating from Purchaser's ownership of the Patents. This Non Competition obligation will be in force worldwide, and for a period of four years from the effective date even if a "M&A Event" occurs; notwithstanding the expiration of this agreement.
- 7.2. Non-Solicitation. For the period of five years (5) from the signing of this Agreement and until the end of the Royalties Period each Seller agree not to, and not to authorize any of its Affiliates, without prior written consent of Purchaser to, directly or indirectly:

- 7.2.1. solicit, induce or attempt to persuade, or induce or attempt to induce, any representative or agent of Purchaser or any of its Affiliates to leave the employ of Purchaser or any of its Affiliates or violate the terms of their contracts or any employment arrangements with Purchaser or any of its Affiliates, including, without limitation, by offering employment to any such representative or agent during such period; or
- 7.2.2. solicit or attempt to induce any customer, supplier, vendor, service provider, employee, lessor, licensor or other business relation of Purchaser or any of its Affiliates into any business relationship that is competitive with the Purchaser's business or disparage the Purchaser or any of its Affiliates or any of their respective officers, directors, principals or employees.
- 7.3. Acknowledgment. The Seller and the Purchaser acknowledge and agree that they have independently consulted with their counsel and after such consultation agrees that (i) the covenants set forth in this Section 6 (including with respect to subject matter, time period and geographical area) are reasonable and proper and are necessary to protect Purchaser's interest in, and value of, the Patent Rights; and (ii) Purchaser would not have consummated the transactions contemplated hereby without the restrictions contained in this Section 6.
- 7.4. Confidentiality.
For the period of five years (5) from the signing of this Agreement and until the end of the Royalties Period, except as may be required for tax purposes or other regulatory purposes, the Seller, nor any of the respective successors and assigns of the Seller shall (a) retain any document, databases or other media embodying any Confidential Information or proprietary know-how which constitutes a part of the Patent Rights or use, publish or disclose to any third person any such confidential information or proprietary know-how, or (b) use, publish or disclose any Confidential Information concerning the Patent Rights, or the Purchaser or its Affiliates.
8. Term: The term of this agreement shall commence as of 9/10/2017 (Effective Date) and expire according to the earlier: 5 years from the Effective Date or M&A Event of the Purchaser (as described in 2.3.2).
9. The Parties agree that all prior agreements and understandings between them are terminated and void and Seller is not entitled to any payments and/or rights by virtue of such agreements.
10. This Agreement shall be governed by the laws of the State of Israel, and the parties hereto submit to the exclusive jurisdiction of the courts located in Tel-Aviv, Israel, in connection with the execution, interpretation and/or any dispute arising in connection with or as a result of this Agreement.
11. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. No amendments or modifications shall be effective unless in writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated

into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein: *Annex A* (entitled "Patent Rights to be Assigned"); and *Annex B* (entitled "Assignment of Patent Rights").

In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:

Seller 1

A.L. NANDI Ltd.

Signature

Signature

Printed Name

JUAN OROZCO JAVI

Printed Name

Eduardo Zlotnik

Title

Inventor

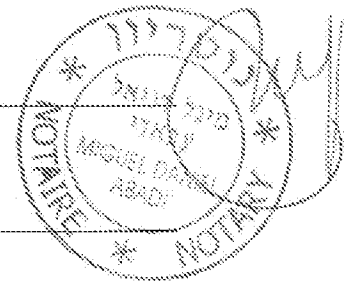
Title

CEO

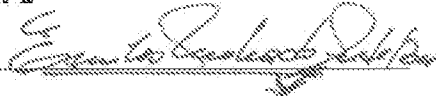
Date

9/10/2021

Date August 8, 2021



Seller 2



Signature

Emilio Mercado Zubizar

Printed Name

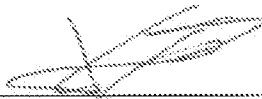
Inventor

Title

9/10/2021

Date

Seller 3



Signature

Pablo Castro

Printed Name

Inventor

Title

9/10/2021

Date

ANNEX A

List Of Patents –

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
10575501 B2	USA	December 12, 2014, UY. November 30, 2015, PCT, June 21, 2017, USA. Granted March 3, 2020.	SYSTEM AND DEVICE FOR MONITORING THE REPRODUCTIVE ACTIVITY OF ANIMALS INVENTORS: Pablo Castro Lisboa, Montevideo (UY); Julian Oreggioni Gamou, Montevideo (UY); Emilio Machado Zubelzu, Rocha (UY).
20150103810	Argentina	December 12, 2014, UY. November 23, 2015, AR. Decision pending.	SYSTEM AND DEVICE FOR MONITORING THE REPRODUCTIVE ACTIVITY OF ANIMALS (Spanish title as filed is SISTEMA DISPOSITIVO PARA EL MONITOREO DE LA ACTIVIDAD REPRODUCTIVA DE ANIMALES

			INVENTORS: Pablo Castro Lisboa, Montevideo (UY); Julian Oreggioni Gamou, Montevideo (UY); Emilio Machado Zubelzu, Rocha (UY).
Patent numbers	Country	Filing date(s)	Title of patent and name(s) of inventors
Patent numbers	Country	Filing date(s)	Title of patent and name(s) of inventors

ANNEX B

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Pablo Castro Lisboa, Julián Oreggioni Gamou and Emilio Machado Zubelzu with address on Pedro Murillo 6136, Montevideo, Uruguay, jointly and severly "Assignor"), do hereby sell, assign, transfer and convey unto A.L. NANDI Ltd. having offices located at HaNesi'im Ave. 44, Hod Hasharon, Israel, ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart USA, Argentina, and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

Patent or Application No.	Country	Filing Date	Title and Inventor(s)
10575501 B2	USA	December 12, 2014, UY. November 30, 2015, PCT, June 21, 2017, USA. Granted March 3, 2020.	SYSTEM AND DEVICE FOR MONITORING THE REPRODUCTIVE ACTIVITY OF ANIMALS INVENTORS: Pablo Castro Lisboa, Montevideo (UY); Julian Oreggioni Gamou, Montevideo (UY); Emilio Machado Zubelzu, Rocha (UY).
20150103810	Argentina	December 12, 2014, UY. November, 23, 2015, AR.	SYSTEM AND DEVICE FOR MONITORING THE REPRODUCTIVE ACTIVITY OF ANIMALS (Spanish title as filed is SISTEMA DISPOSITIVO PARA EL MONITOREO DE LA ACTIVIDAD REPRODUCTIVA DE ANIMALES INVENTORS: Pablo Castro Lisboa, Montevideo (UY); Julian Oreggioni Gamou, Montevideo (UY); Emilio Machado Zubelzu, Rocha (UY).

Patent numbers	Country	Filing date(s)	Title of patent and name(s) of inventors
Patent numbers	Country	Filing date(s)	Title of patent and name(s) of inventors

The Patent Rights shall include (a) any and all of the Assignors' respective intellectual property rights embodied in the Patent rights, including, but not limited to, the inventions, methods and devices described and claimed in the Patent Rights, and all derivatives thereof; (b) any reissues, reexaminations, renewals and extensions thereof; (c) any corresponding Patent Cooperation Treaty (PCT) patent applications and the national phases thereof; (d) the right to file patent applications and obtain patents in all countries and jurisdictions on the basis of the Assignors' respective rights in the Patent Rights; (e) any right in and to all revenue, income, royalties, damages and payments now or hereafter due or payable in connection with the Assignors' respective share in the Patent Rights; all of the aforesaid to be held by the Assignee and/or the Assignee's representatives, for its/their own use and enjoyment as fully and completely as if the same would have been held by the Assignors had this Agreement not been executed;

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, free and clear of all liens, mortgages, pledges, hypothecations, encumbrances, charges, claims or other security interests, or any other rights of third parties; (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, (iii) it has full power and authority to make the present assignment, (iv) the Patent Rights remain in full force and effect as of the Effective Date of this Agreement, and (v) Assignor has not assigned, licensed, granted covenants not to sue, transferred or otherwise conveyed to any other person or entity any of its rights, title, claims, interest or privileges with respect to the Patent Rights. Assignor further represents that he has not executed, nor will he execute, any agreement which may conflict with this Agreement.

Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The Assignor agrees to sign all lawful instruments, deeds or agreements, make all rightful oaths, and/or do all lawful acts as may be required in order to give full effect to the contents of this Agreement, and shall do everything possible in order to assist the Assignee to apply for, obtain and enforce patent protection for the Patent Rights.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration thereof, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The parties hereto agree and confirm that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for the purpose of evidencing the right and title of the Assignee and/or Assignee's representatives in and to the Patent Rights in accordance with the provisions hereof. The Assignor hereby irrevocably waives any rights in the Patent Rights, which cannot be assigned.

Without derogating from the aforesaid, to the extent that may be required in order to give full effect to the provisions of this Agreement, Assignor hereby grants to the Assignee an irrevocable power of attorney to sign, on Assignor's behalf, any document, instrument, deed or agreement, and/or to take any action which may be necessary in the reasonable judgment of the Assignee, in order to secure, ascertain, perfect, assign, transfer, protect and/or defend Assignee's and/or Assignee's representatives' respective rights, title and interests in and to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at

Uruguay on 9/10/2021

ASSIGNOR 1

By: [Signature]

Name: JUAN CRISTIAN

Title: Inventor

(Signature MUST be notarized)

With the consent of:

By: [Signature]

Name: FIORILLA HAIM

Title: Wife

(Signature MUST be notarized)

ASSIGNOR 2

By: Emilio Machado Figueira

Name: EMILIO MACHADO FIGUEIRA

Title: Inventor

(Signature MUST be notarized)

With the consent of:

By: Felipe de S. Santos

Name: Felipe de S. Santos

Title: Co-habitant

(Signature MUST be notarized)

ASSIGNOR 3

By: Pablo Castro

Name: Pablo Castro

Title: Inventor

(Signature MUST be notarized)

With the consent of:

By: Mariana Galme's

Name: Mariana Galme's

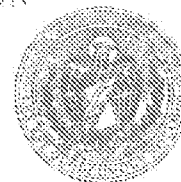
Title: Co-habitant

(Signature MUST be notarized)

Witnessed by:

Notary Public:

or

**Hc N° 124363**

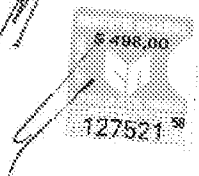
ESC. MARCOS LAPENNE DE SALTERAIN - 17706/3

MARCOS LAPENNE, ESCRIBANO, CERTIFICO QUE: i) Las firmas que anteceden son auténticas y fueron puestas en mi presencia por i) **Julián Oreggioni Gamou**, oriental, mayor de edad, casado en primeras nupcias con **Fiorella Haim**, titular de la cedula de identidad número 1.986.212-8 y domiciliado en Belastiqui 1325 BIS de Montevideo ii) **Pablo Castro Lisboa**, oriental, mayor de edad, soltero, titular de la cedula de identidad número 3.274.011-5 y domiciliado en Boulevard Artigas 3946 Apto 903 de Montevideo iii) **Emilio Machado Zubelzu**, oriental, mayor de edad, soltero, titular de la cedula de identidad número 3341747-6 y domiciliado en la calle 25 de mayo 116 de Rocha iv) **Fiorella Geraldine Haim Hoffer**, oriental, mayor de edad, casado en primeras nupcias con **Julián Oreggioni**, titular de la cedula de identidad número 1.975.575-5 y domiciliado en Belastiqui 1325 BIS de Montevideo v) **Mariana Galmés Velasco**, oriental, mayor de edad, soltera, titular de la cedula de identidad número 3.629.631-2 y domiciliada en Boulevard Artigas 3946 Apto 903 de Montevideo vi) **Maria Rosana de los Santos Arigoni**, oriental, mayor de edad, soltera, titular de la cedula de identidad número 4.062.609-8 y domiciliada en la calle 25 de mayo 116 de Rocha; quienes previa lectura que les hice del documento que antecede en idioma inglés, idioma conocido por el escribano interviniente y los firmantes estos lo otorgaron y firmaron.- II) No conozco a los otorgantes, quienes me acreditan sus identidades exhibiéndome sus cedulas de identidad vigentes. **EN FE DE ELLO**, a solicitud de **Julián Oreggioni Gamou**, **Pablo Castro Lisboa**, **Emilio Machado Zubelzu**, **Fiorella Geraldine Haim Hoffer**, **Mariana Galmés Velasco** y **Maria Rosana de los Santos Arigoni** y para su presentación ante cualquier

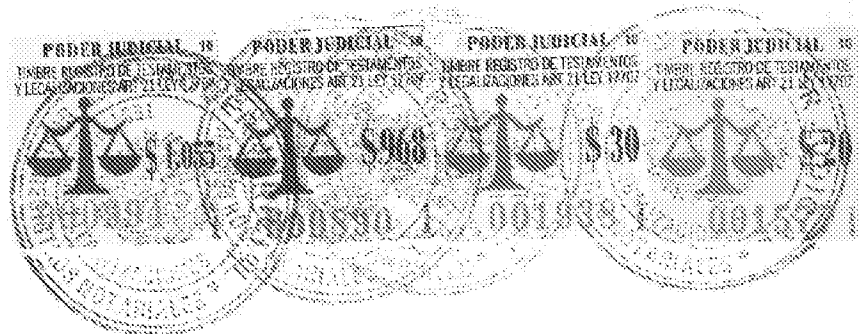
oficina Pública o Privada, Nacional o extranjera, expido el presente que sello,
signo y firmo en Montevideo el día diez de setiembre del año dos mil veintiuno.-

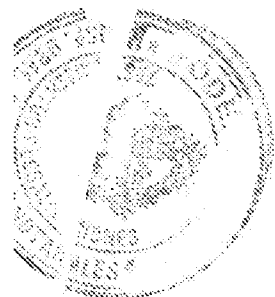
ARANCEL OFICIAL

Artículo:	6
Honorario: \$	2.000
Mont. Not. \$	490
Fdo. Gremit: \$	



Marcos Lapenne
Escribano Público





Poder Judicial

República Oriental del Uruguay

REPUBLICA ORIENTAL DEL URUGUAY SUPREMA CORTE DE JUSTICIA

LEGALIZACIONES

CERTIFICO QUE: MARCOS LAPENNE DE SALTERAINES
Escribano Público y la firma y signo que
antecedan existentes en el Papel Notarial de
Actuación Serie Hc Número 124363 guardan
similitud con los que obran en el Registro de
Firmas a cargo de la Suprema Corte de Justicia,
estando en el ejercicio de su profesión a la
fecha de la intervención notarial precedente.
EN FE DE ELLO, a los efectos de su presentación
ante el Ministerio de Relaciones Exteriores de
la República Oriental del Uruguay, y asimismo,
si correspondiere para su tramitación ante las
Autoridades Consulares acreditadas en el país,
que así lo aceptaren, expido el presente que
signo, firmo y sello en la ciudad de
Montevideo, el dieciocho de octubre de dos mil
veintiuno.- LA PRESENTE LEGALIZACIÓN NO JUZGA
SOBRE EL CONTENIDO, FORMA Y VALIDEZ DEL
DOCUMENTO ADJUNTO A LA INTERVENCION NOTARIAL
PRECEDENTE. ESTE DOCUMENTO SOLO PODRÁ SER
UTILIZADO EN EL EXTERIOR, PREVIA AUTENTICACIÓN
DE SU FIRMA ANTE EL MINISTERIO DE RELACIONES
EXTERIORES DE LA REPUBLICA ORIENTAL DEL URUGUAY



mp
J. Lapenne
Escritor Público
Suprema Corte de Justicia
Montevideo

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. País Country / Pays :	República Oriental del Uruguay		
El presente documento público This public document / Le présent acte public			
2. ha sido firmado por has been signed by a été signé par	NATALIA CARINA MACHIN CALANDRIA		
3. quien actúa en calidad de acting in the capacity of agissant en qualité de	Actuaria adjunta		
4. y está revestido del sello / timbre de bears the seal / stamp of est revêtu du sceau / timbre de	SCJ - Insp. Gral. de Registros Notariales		
Certificado Certified / Attesté			
5. en at / à	Montevideo	6. el día the / le	26 de Octubre de 2021
7. por by / par	Centro de Atención Ciudadana Ministerio de Relaciones Exteriores		
8. bajo el número N° sous n°	00021060812019K		
9. Sello / timbre: Seal / stamp: Sceau / timbre :	10. Firma: Signature: Signature: Mariana Vaz		

Documento Apostillado: CERTIFICACIÓN NOTARIAL.

Esta Apostilla certifica únicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento público esté revestido.

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PATENT

RECORDED: 11/10/2021

REEL: 058843 FRAME: 0549