

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RON BARAK	02/17/2022
ARIEL BIRENBAUM	01/31/2019
BENJAMIN GREENBURG	02/16/2022
RECEIVING PARTY DATA	
Name:	MAGNISITY LTD.
Street Address:	16 LOTEM STREET
City:	HOD-HASHARON
State/Country:	ISRAEL
Postal Code:	4521724
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17681789
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:	(703) 859-9634
Email:	martin@ipatent.co.il
Correspondent Name:	MARTIN MOYNIHAN D/B/A PRTSI, INC.
Address Line 1:	CUSTOMER NUMBER 67801
Address Line 2:	232 NW 42ND TER
Address Line 4:	PLANTATION, FLORIDA 33317
ATTORNEY DOCKET NUMBER:	89974
NAME OF SUBMITTER:	MARTIN D. MOYNIHAN
SIGNATURE:	/Martin D. Moynihan/
DATE SIGNED:	04/19/2022
Total Attachments: 11	
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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called the "Assignors"):

Ron BARAK

Ariel BIRENBAUM

Benjamin GREENBURG

35 Rabindranath Tagore Street, 6920337 Tel-Aviv, Israel

27 Akiva Street, 4326105 RaAnana, Israel

16 Lotem Street, 4521724 Hod-HaSharon, Israel

hereby sell(s) or have/has previously sold, assign(s) or have/has previously assigned, and transfer(s) or have/has previously transferred, or hereby confirms the ownership of the below named Assignee(s) if previously assigned thereto, to:

Magnisity Ltd.

16 Lotem Street

4521724 Hod-HaSharon

Israel

(hereinafter called the "Assignee"), its successors, assigns, nominees or other legal representatives, the undersigned's entire rights, title and interest in and to the invention titled:

**MAGNETIC FLEXIBLE CATHETER TRACKING SYSTEM AND METHOD USING
DIGITAL MAGNETOMETERS**

described and claimed in the following Patent Application:

**Patent Application to be filed in the USA,
executed the same date as this assignment,
and identified as Attorney Docket No. 89974**

and in and to said Patent Application, and all original and reissued Patents granted therefore, and all divisions and continuations thereof, any corresponding PCT Patent Application and the National Phases thereof, including the right to apply and obtain Patents in all other countries, the right to claim priority under International Conventions, and the Letters Patent which may be granted thereon:

covenant that the undersigned have (has) the full right to convey the entire interest therein assigned;

authorize(s) and request(s) the Registrar of Patents, and any Official of any country whose duty it is to issue Patents on applications as aforesaid, to issue the said Letters Patent to the said Assignee;

and agree(s) to sign all lawful papers, make all rightful oaths, do all lawful acts requisite for such Patent Applications, and do everything possible to aid said Assignee to apply for, obtain and enforce Patent protection for said invention.

ASSIGNORS



Ron BARAK

Ariel BIRENBAUM



Benjamin GREENBURG

Date: 17 Feb 2022

Date: _____

Date: 16 Feb 2022

FOUNDERS AGREEMENT

This Founders Agreement (this "Agreement") made as of January 31, 2019 (the "Effective Date"), by and among Magnisity Ltd. company Number: 515933232 (the "Company") and the Founders (as defined below).

WHEREAS, the Founders desire to engage in developing Tracking systems and Medical devices (the "Company's Business") within the framework of the Company; and

WHEREAS the parties desire to determine the principles, provisions and terms required for the establishment and management of the Company as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. DEFINITIONS

1.1 As used herein, the following terms have the following meanings:

"Board"	the Board of Directors of the Company.
"Founder"	each of Benjamin Greenburg, Ariel Birenbaum and Ron Barak.
"IPO"	an initial public offering of any securities or shares of the Company on a recognized stock exchange.
"Permitted Transferee"	with respect to any Founder: (a) an entity that directly or indirectly, controls, is controlled by, or is under the common control with, such Founder. In this section, "control" shall mean the holding 100% of the voting rights or issued and outstanding share capital of such entity; (b) any spouse or member of such Founder's immediate family, or a trustee (including a trustee of a voting trust), or other fiduciary for the account of the Founder or any of his spouse or members of his immediate family, or to a trust for the Founder or any of his spouse or members of his immediate family.
"Shareholder"	each shareholder of the Company.
"Subsidiary"	any entity in which the Company holds more than 50% of the issued and outstanding share capital or voting rights.

1.2 Words and defined terms denoting the singular number include the plural and vice versa and the use of any gender shall be applicable to all genders.

1.3 Paragraph headings are for the sake of convenience only and shall not affect the interpretation of this Agreement.

1.4 The recitals and schedule hereto form an integral part of this Agreement.

2. INCORPORATION AND CAPITAL

2.1 Concurrently with the execution of this Agreement, the parties hereto took such actions as were required to incorporate the Company.

2.2

2.3

2.4 The shareholdings in the Company upon its incorporation shall be as follows:

Name	Number of Ordinary Shares
Benjamin Greenburg	
Ariel Birenbaum	
Ron Barak	

2.5 In case of any contradiction between the provisions of this Agreement and the Company's Articles of Association, the provisions of this Agreement shall prevail with respect to the relationship between the parties hereto.

3. **ENGAGEMENT OF FOUNDERS; ASSIGNMENT OF INTELLECTUAL PROPERTY**

3.1 The Company shall engage each of the Founders as an employee or consultant of the Company:

3.1.1 Benjamin shall serve as the Company's CEO.

3.1.2 Ariel shall serve as the Company's VP R&D.

3.1.3 Ron shall serve as the Company's CTO.

3.2

3.3 The terms of employment and/or engagement of each of the Founders shall be concluded between the Company and each of the Founders at a later stage.

3.4 Each of the Founders shall execute and deliver to the Company a confidentiality and intellectual property assignment agreement, assigning to the Company all rights and interest in all intellectual property conceived by such Founder relating to the Company's Business.

4. **RIGHT OF REPURCHASE**

4.1

4.2 Lapse of the Right of Purchase.

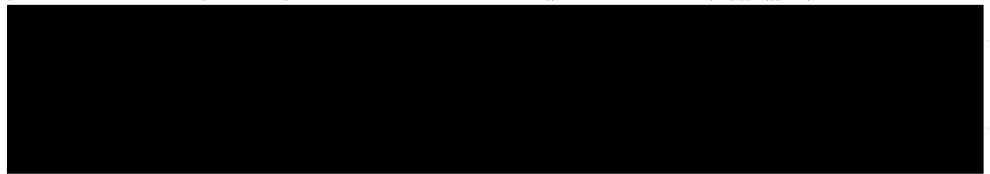
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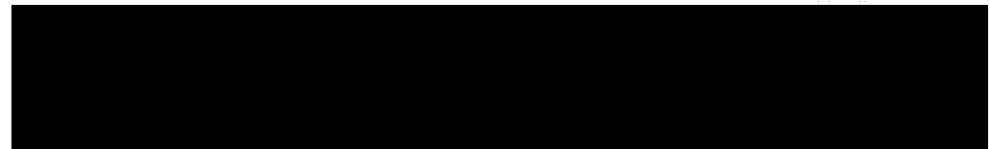
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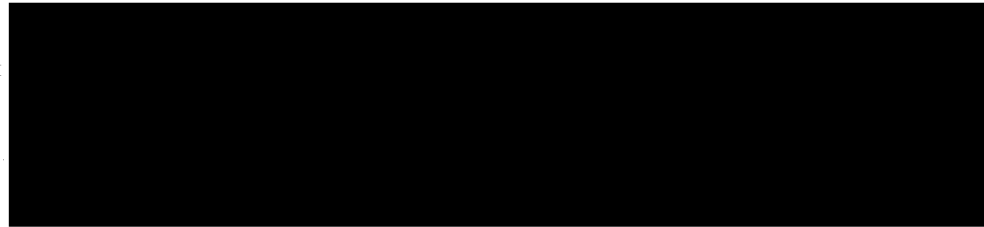
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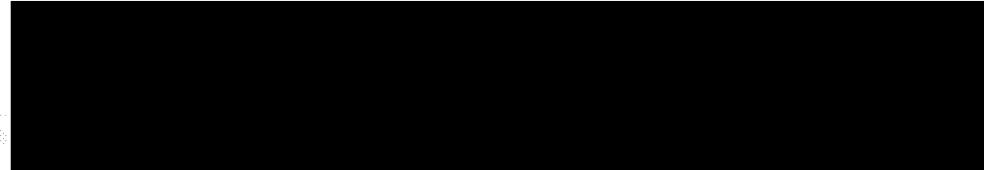
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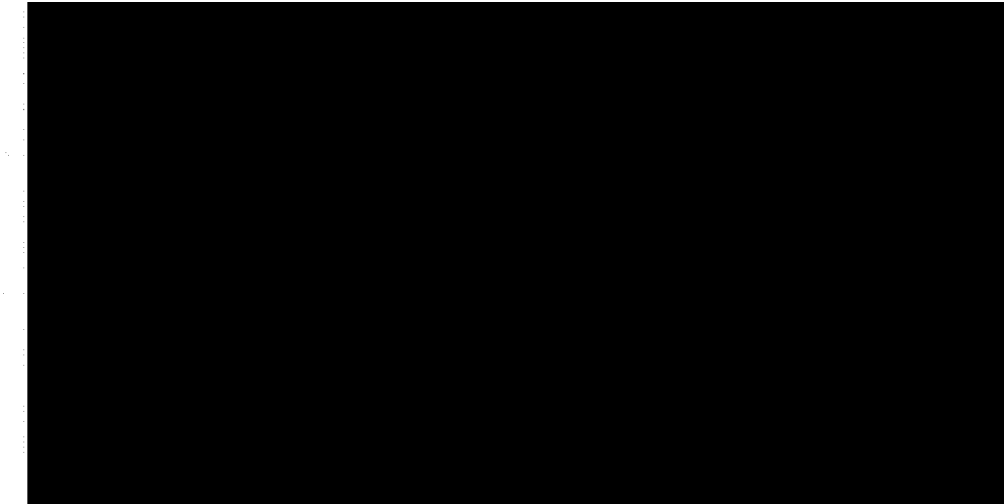
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4.4



4.5



[REDACTED]

5. BOARD OF DIRECTORS

5.1 [REDACTED]

5.2 [REDACTED]

6. VOTING RIGHTS

6.1 [REDACTED]

6.2 [REDACTED]

6.3 [REDACTED]

6.3.1 [REDACTED]

6.3.2 [REDACTED]

6.3.3 [REDACTED]

6.3.4 [REDACTED]

6.3.5 [REDACTED]

7. NO-SALE

7.1 [REDACTED]

7.2 [REDACTED]

8. RIGHT OF FIRST OFFER

8.1

8.2

8.3

8.4

8.5

8.6

8.7

8.8

8.9

9. TAG-ALONG

9.1

9.2

9.3

9.4

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9.6

9.7

10. PROHIBITED TRANSFER VOID

11. BRING-ALONG

12. ASSIGNMENT OF IP; CONFIDENTIALITY

- 12.1 Assignment of IP. Each of the Founders hereby irrevocably transfers and assigns to the Company all rights, title and interest to any and all know-how, discoveries and inventions, whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made, conceived or reduced to practice by such Founder which relates to the Company's Business. The provisions of this Section 12.1 shall survive termination or expiration of this Agreement for any reason. Each of the Founders hereby waives any and all claims and rights against the Company with respect to any rights, titles and interest in the intellectual property. Each Founder confirms that all actions and development taken and made (if at all) by him in connection with the intellectual property were taken and made, and are taken and made, on behalf of and for the benefit of the Company.
- 12.2 Confidentiality. Each of the Founders agrees and undertakes, whether during the time he is a shareholder in the Company and thereafter, to keep in strict confidence and not to use for any other purpose whatsoever, any and all confidential information of the Company including without limitation information regarding to concepts, techniques, processes, methods, systems, designs, computer programs, development or experimental work, work in progress, inventions, cost data, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer or supplier lists.
- 12.3 The provisions of this Section 12 shall not be deemed to derogate from any confidentiality, or IP assignment obligations or undertakings of the Founder under or pursuant to any agreement between the Founder and the Company, including for the avoidance of doubt, any engagement agreement (employment, consultancy, advisory or otherwise).

13. SIGNATORY RIGHTS

- 13.1 From time to time the Board shall adopt signatory rights pursuant to which all activities of the Company shall be conducted.

14. MISCELLANEOUS

- 14.1 Further Assurances. Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the parties as reflected thereby.

14.2 Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the conflict of laws provisions thereof. Any dispute arising out of or in connection with this Agreement shall be submitted exclusively to the jurisdiction of the competent courts of Tel Aviv – Jaffa, Israel.

14.3 Agreement for the Benefit of Parties; Successors and Assigns; Assignment

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person other than the parties hereto.

Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred without the prior written consent of each party to this Agreement.

Without derogating from the provisions of the previous paragraph, no assignment or transfer under this Section 14.3 shall be made unless the transferee agrees to be bound by all

agreements binding upon the Founders immediately prior to such transfer.

14.4 Entire Agreement; Amendment and Waiver

This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof. Any and all prior agreements, whether oral or written, between any or all of the Founders and the Company relating to the Company shall be terminated in their entirety, effective immediately with no further action required. Any term of this Agreement may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of all the Founders.

14.5 Notices

All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail (registered international air mail if mailed internationally), by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile transmission or email (provided that electronic confirmation of delivery is provided), addressed as set forth below:

If to The Company:

Magnisity Ltd.

Attention: _____

With a copy (which shall not constitute service of process) to:

MISR & Co.
3 Hanechoshet St., Building B
Ramat Hachayal, Tel-Aviv 6971068 Israel
Attention: Oded Itzhaki, Adv.

If to the Founders:

The addresses set forth opposite their names below.

or such other address as any party may designate to the other in accordance with the aforesaid procedure. All communications delivered in person or by courier service shall be deemed to have been given upon transmittal, those given by facsimile transmission or email shall be deemed given twenty-four (24) hours following transmission with confirmed answer back, and all notices and other communications sent by registered mail (or air mail if the posting is international) shall be deemed given five (5) days after posting.

14.6 Delays or Omissions

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. All remedies, either under this Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.

14.7 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

14.8 Counterparts, Facsimile Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument. A signed Agreement received by a party to this Agreement via facsimile will be deemed an original, and binding upon the party who signed it.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on the date herein above set forth.

מגניסיטי בע"מ
MAGNISITY LTD
515933232 .פ.ח

Magnisity Ltd.


Benjamin Greenburg

Address: 16 Lotem st. Hod Hashsaron 4521724


Ariel Birenbaum

Address: 27 Akiva st. Raanana 4326105


Ron Barak

Address: 35 Tagore st. Tel Aviv 6920337

[Signature Page to Magnisity Founders Agreement]