PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7311223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ELAZAR SONNENSCHEIN	01/12/2022
ARIEL SMOLIAR	01/12/2022
YUVAL MALKA	01/06/2022

RECEIVING PARTY DATA

Name:	SCOUTCAM LTD.
Street Address:	7A OMER INDUSTRIAL PARK
City:	OMER
State/Country:	ISRAEL
Postal Code:	8496500

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9258501

CORRESPONDENCE DATA

Fax Number: (408)645-6548

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.

925-699-4268 Phone:

Email: creddick@beverlaw.com

Correspondent Name: BEVER HOFFMAN & HARMS, LLP Address Line 1: 18486 SPRING VALLEY DRIVE

Address Line 4: GRASS VALLEY, CALIFORNIA 95945

NAME OF SUBMITTER:	PATRICK T. BEVER
SIGNATURE:	/Patrick T. Bever/
DATE SIGNED:	05/03/2022

Total Attachments: 6

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PATENT REEL: 059799 FRAME: 0139 Dkt.No.: TSL-183-1D

ASSIGNMENT

This Assignment is made and executed by:

Elazar SONNENSCHEIN of 44 Tamar Street, Omer 8496500, Israel Ariel SMOLIAR of 3A Kahanov Street, Rehovot 76406, Israel Yuval MALKA of 45/19 Refael Klachkin Street, Beer Sheva 84641, Israel

(hereinafter "Assignors"), to and in favor of

SCOUTCAM LTD: 7A Omer Industrial Park Omer 8496500 Israel

(hereinafter the "Assignee").

Whereas each of the Assignors desires to assign his entire right, title and interest in and to the invention described in a United States Patent entitled." ENDOSCOPE SYSTEM USING CMOS IMAGE SENSOR HAVING PIXELS WITHOUT INTERNAL SAMPLE/HOLD CIRCUIT. filed on 15 March 2013 and was allocated Application Serial No. 13/835,238, and granted on 9 February 2016 as U.S. Patent No. 9,258,501 (hereinafter the "Patent") and all patents, patent applications and the like on the invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to the Assignors;

Accordingly, Assignors each warrant, covenant and agree as follows:

- 1. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in and to the invention described in the Patent, including the Patent itself and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on the Patent, and including all patents resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.
- 2. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in all counterparts to the Patent that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.
- 3. Each of the Assignors hereby grants to Assignee the sole and exclusive right to prosecute the Patent and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nuility or invalidity proceedings. Each of the Assignors authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or

Title: "ENDOSCOPE SYSTEM USING CMOS IMAGE SENSOR HAVING PIXELS WITHOUT INTERNAL SAMPLE/HOLD CIRCUIT"
U.S. Patent No. 9.258,561
Our Ref. TWR/001-US-1

utility model based on the Patent or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

- 4. Each of the Assignors agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent and the related applications described in Paragraphs 1 and 2 above or to their enforcement.
- 5. Each of the Assignors warrants and covenants that such Assignor has the full right to sell, assign and convey the Assigned Assets, that all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.
- Assignee may assign the Assigned Assets in whole or in part. All references berein to Assignee include any successors or assigns of Assignee.

7. consideration	Each for the	of the Assigned	Assignors Assets	acknowledges	that	Assignee	has	paid	valuable
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Jan. 12. 2022	
Date	Elazar SÖNNENSCHEIN MEN BECHER Witness
Date	Ariel SMOLIAR
	Witness
Date	Yaval MALKA
	Witness

Page 2 of 2

ASSIGNMENT

This Assignment is made and executed by:

Elazar SONNENSCHEIN of 44 Tamar Street, Omer 8496500, Israel Ariel SMOLIAR of 260 W 54th St #36B, New York, NY 10019, USA Yuval MALKA of 45/19 Refael Klachkin Street, Beer Sheva 84641, Israel

(hereinafter "Assignors"), to and in favor of

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- 2. Each of the Assignors hereby sells, assigns and conveys to Assignee such Assignor's entire right, title and interest in all counterparts to the Patent that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.
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Page 1 of 2 **PATENT REEL: 059799 FRAME: 0142**

Title: "ENDOSCOPE SYSTEM USING CMOS IMAGE SENSOR HAVING PIXELS WITHOUT INTERNAL

SAMPLE/HOLD CIRCUIT" U.S. Patent No. 9,258,501 Our Ref: TWR/001-US-1

utility model based on the Patent or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

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- 6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.
- 7. Each of the Assignors acknowledges that Assignee has paid valuable consideration for the Assigned Assets.

Date	Elazar SONNENSCHEIN
	Witness
	Ariel Smoliar
Date	Ariel SMOLIAR
	Uri Mariash <i>QM</i>
	Witness
Date	Yuval MALKA
	Witness

PATENT REEL: 059799 FRAME: 0143

ASSIGNMENT

This Assignment is made and executed by:

Elazar SONNENSCHEIN of 32 Yavne Street, Beer Sheva 84802, Israel Ariel SMOLIAR of 3A Kahanov Street, Rehovot 76406, Israel Yuval MALKA of 45/19 Refael Klachkin Street, Beer Sheva 84641, Israel

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Page 1 of 2 **PATENT REEL: 059799 FRAME: 0144**

Title: "ENDOSCOPE SYSTEM USING CMOS IMAGE SENSOR HAVING PIXELS WITHOUT INTERNAL

SAMPLE/HOLD CIRCUIT" U.S. Patent No. 9,258,501 Our Ref: TWR/001-US-1

RECORDED: 05/03/2022

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Date	Elazar SONNENSCHEIN
	Witness
Date	Ariel SMOLIAR
	Witness
06.01.2022	PO V
Date	Yuval MALKA
	Greg Kunin
	Witness

Page 2 of 2 PATENT **REEL: 059799 FRAME: 0145**