

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7456966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HYSOLATE LTD.	04/01/2022

RECEIVING PARTY DATA

Name:	PERCEPTION POINT LTD.
Street Address:	3 ROTHSCHILD ST, FLOOR 6
City:	TEL AVIV
State/Country:	ISRAEL
Postal Code:	6688106

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	10699003
Application Number:	16879387
Patent Number:	10699004
Application Number:	16879380
Patent Number:	10699005
Application Number:	16879401
Patent Number:	11153322
Patent Number:	11150936
Patent Number:	11010352
Application Number:	17108521
Application Number:	17368355
Application Number:	63048447
Application Number:	63265545

CORRESPONDENCE DATA

Fax Number: (908)274-3113

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.

Phone: 19082743111

Email: pair@mb-ip.com

Correspondent Name: MICHAEL BEN-SHIMON

Address Line 1: 150 MORRISTOWN ROAD

PATENT

Address Line 4: BERNARDSVILLE, NEW JERSEY 07924

ATTORNEY DOCKET NUMBER: HYL T

NAME OF SUBMITTER: MICHAEL BEN-SHIMON

SIGNATURE: /MICHAEL BEN-SHIMON/

DATE SIGNED: 07/28/2022

Total Attachments: 12

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Final Execution Version

ASSET PURCHASE AGREEMENT

By and Between

PERCEPTION POINT LTD.

and

HYSOLATE LTD.

April 1, 2022

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of April 1, 2022, by and between Perception Point Ltd., an Israeli company with a company registration number 51-528543-5 ("Buyer"), and Hysolate Ltd., an Israeli company with a company registration number 51-545321-5 ("Seller").

RECITALS:

A. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Purchased Assets (as defined below), of Seller, and to employ the Identified Employees, in exchange for the consideration and the terms set forth below.

B. Concurrent with, or prior to, the signing of this Agreement, and the closing of the transaction contemplated herein, and as a material inducement for Buyer to enter into this Agreement, Seller shall have obtained and delivered to Buyer a true, correct and complete copy of (i) the resolutions of the Seller's board of directors substantially in the form attached hereto as Exhibit A-1, (ii) the approval of Seller's shareholders in accordance with Seller's Articles of Association (the "Seller Charter Documents") substantially in the form attached hereto as Exhibit A-2 and in accordance with the Seller Charter Documents, in each case, adopting and consenting to this Agreement and the transactions contemplated hereby (clauses (i) and (ii) being referred herein collectively as the "Required Corporate Consents").

C. Concurrent with the signing of this Agreement, and as a material inducement for Buyer to enter into this Agreement, each of the Identified Employees (as defined herein) will (i) enter into non-competition and non-solicitation agreements substantially in the form attached hereto as Exhibit B (the "Non-Competition Agreements") with Buyer, and (ii) enter into an employment agreement with Buyer, substantially in the form attached hereto as Exhibit C, including a proprietary information and invention assignment agreement (the "Employment Agreement"), in each case, to become effective as of the Closing.

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The terms defined in this Agreement shall have their respective defined meanings whenever such terms are used in this Agreement, unless the context expressly or by necessary implication otherwise requires. In addition, the following terms shall have the meanings set forth below:

"Affiliate" means, when used with reference to any specified Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct or cause the direction of management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise. For purposes of this Agreement, Buyer shall not be considered an Affiliate of Seller or vice versa.

"Business" shall mean the business (including operations) of Seller as conducted from its inception, which is currently conducted and as conducted immediately prior to the Closing.

"Intellectual Property Rights" shall mean worldwide common law and statutory rights associated with (i) patents and patent applications, (ii) copyrights, copyright registrations and copyright applications and "moral" rights, (iii) the protection of trade and industrial secrets and confidential information, (iv) other proprietary rights relating to intangible intellectual property, (v) trademarks, trade names and service marks, (vi) domain names, web addresses and sites; (vii) analogous rights to those set forth above, and (viii) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable).

"ITA" means the Israeli Tax Authority.

"IIO" means the Israeli Income Tax Ordinance [New Version], 1961, as amended, and any rules or regulations promulgated thereunder.

"Legal Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity.

"Lien" shall mean any mortgage, pledge, lien, security interest, charge, encumbrance, easement, restriction, covenant, restriction on transfer, conditional sale or other title retention device or arrangement (including a capital lease), transfer for the purpose of subjection to the payment of any indebtedness, or restriction on the creation of any of the foregoing, whether relating to any property or right or the income or profits therefrom

"Material Adverse Effect" shall mean any change, effect, event, circumstance, occurrence or state of facts ("Changes") that is or would reasonably be expected to be materially adverse to (i) the business, results of operations or financial condition of the Seller and the Business, taken as a whole, or (ii) the ability of the Seller to consummate the transactions contemplated by this Agreement; provided, that, with respect to clause (i), none of the following Changes shall be deemed, either alone or in combination, to constitute a Material Adverse Effect: (a) changes or effects in the general economic conditions that generally affect the industry in which the Business operates and that do not disproportionately affect the Business relative to other participants in such industries; (b) changes in generally accepted accounting principles or accounting standards; or (c) changes or effects that arise out of or are attributable to the commencement, occurrence, continuation or intensification of any war, sabotage, armed hostilities, acts of terrorism or pandemic; *provided, further*, that the matters in clauses (a), (b), and (c) shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent such Changes disproportionately impact the Seller or the Business relative to other businesses in the same industry.

"Open Source Materials" shall mean software or other material that is distributed as "free software," "open source software" or under similar licensing or distribution terms (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License).

"Permitted Lien" shall mean any of the following: (i) statutory Liens for Taxes, assessments and other governmental charges not yet due; (ii) deposits or pledges made in connection with, or to secure

payment of, workers' compensation, unemployment insurance, pension or other social security programs mandated under applicable law; and (iii) statutory or common law Liens in favor of carriers, warehousemen, mechanics and materialmen to secure claims for labor, materials or supplies.

"Person" means any individual, Entity, or Governmental Entity.

"Personal Data" shall mean information from or about an individual person whose use, aggregation, holding or management is regulated or restricted under any applicable law.

"Products" shall mean the respective Software product(s) of Seller listed on Schedule 2.1(a) hereto.

"Registered Intellectual Property Rights" shall mean that specific Seller Intellectual Property included as part of the Transferred Intellectual Property Rights that has been registered, filed, certified or otherwise perfected or applied for by recordation with any Governmental Entity and which is specified on Schedule 2.1(b).

"Related Party" means: (i) each Person that is an Affiliate of Seller or its Subsidiaries, or any director, executive officer, general partner or managing member of such Affiliate; (ii) each individual who is, or who has at any time in the past three years been, an officer or director, general partner or managing member of Seller or of any Person referred to in clause (i) above; (iii) each Family Member of each of the individuals referred to in clauses "(i)" and "(ii)" above; (iv) any other Person who holds, individually or together with any Affiliate of such other Person and any member(s) of such Person's Family Members, more than 5% of the outstanding equity or ownership interests of Seller; (v) any trust or other Entity (other than Seller) in which any one of the individuals referred to in clauses "(i)" and "(ii)" above holds (or in which more than one of such individuals collectively hold), beneficially or otherwise, a material voting, proprietary or equity interest; and (vi) any Person included in the definition of "related party" under any applicable law.

"Retained Assets" shall mean any right, title, interest and claims of Seller in any of the following: (i) all cash and cash equivalents, bank accounts and deposits, commercial paper and securities, (ii) any asset of the Seller that is not a Purchased Asset, (iii) all refunds of any Taxes with respect to the Purchased Assets or the Business relating to any date or period prior to the Closing Date and all interest thereon, (iv) Seller's franchise to be a corporation in its jurisdiction of organization and qualification to conduct business as a foreign corporation in any other jurisdiction, its corporate seal, taxpayer and other identification numbers, stock books, minute books and other corporate records, (v) Seller's financial, Tax and personnel records and all records pertaining to the items described in clauses (i) through (vii) to the extent not specifically relating to the Business, Products or Purchased Assets (copies of which were provided by Seller to Buyer to the extent requested by Buyer prior to the date hereof), (v) all Contracts of Seller that are not Assigned Contracts (collectively, "Retained Contracts"), and (vi) Seller's rights under this Agreement.

"Seller Intellectual Property" shall mean any Transferred Technology and Transferred Intellectual Property.

"Software" shall mean any and all computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), drivers, intermediate drivers, firmware, design tools and user interfaces, in any form or format, however fixed. Software shall include source code listings and documentation.

"Subsidiary" means any Entity of which the relevant Person directly or indirectly owns or purports to own, beneficially or of record, (a) an amount of voting securities of or other interests in such Entity that is sufficient to enable such Person, directly or indirectly, to elect at least a majority of the members of such

(b) All Intellectual Property Rights of the Business, as well as all Intellectual Property Rights embodied in the Transferred Technology (and solely with respect to any open source code, if transferrable in accordance with its terms) or that would be infringed by the sale, use, operation or other exploitation of the Transferred Technology, including trademarks, Internet domain names and all rights to past, present and future damages for infringement thereof (collectively, the "Transferred Intellectual Property"). For the sake of clarity, the term Transferred Intellectual Property includes the items listed on **Schedule 2.1(b)** hereto; All papers and records (in paper or electronic format) held by Seller and which are in Seller's control relating to the Purchased Assets, including all technical and descriptive materials relating to the Transferred Technology, purchasing and sales records, customer and vendor lists, copies of accounting and financial records, product documentation, product specifications, marketing requirement documents, and software release orders (collectively, "Business Books and Records");

(c) The portion of information technology equipment listed on **Schedule 2.1(d)**, which is owned by Seller and is necessary for the usage by third parties of the, Transferred Technology;

(d) All of Seller's rights, obligations, liabilities and benefits in, to and under the Contracts that will be assigned to Buyer and which are set forth on **Schedule 2.1(e)** hereto (it being understood that such Schedule may be amended or updated from time-to-time post-Closing by the parties hereto as contracts will be transferred to Buyer) (the "Assigned Contracts");

(e) All materials, brochures, user manuals, graphics, and artwork (in each case, in paper and electronic format) and codes, if any, relating to the Transferred Technology;

(f) All Internet domains listed on **Schedule 2.1(b)** hereto, including content on such website related to the Business, Products or the Transferred Technology;

(g) All equipment, hardware and other fixtures used in the Business as specified in **Schedule 2.1(h)** attached hereto; and

(h) All personnel files for Transferred Employees (including without limitation offer letters, employment agreement, notice of employment terms, consulting agreement, amendments and exhibits hereof, final accounts documents, last pay slip, material communications with them or relating to them, Seller Plans, and any other documents relating to their employment or consultant).

with the preparation of this Agreement and any other ancillary documents to which the Seller and Buyer are parties, and the consummation of the transactions described therein, up to an amount of \$15,000 plus VAT.

9.7 Governing Law; Venue.

(a) This Agreement shall be governed by and construed exclusively under the laws of the State of Israel without regard to the conflict of laws provisions thereof.

(b) All disputes arising out of or in connection with this Agreement shall be finally settled by final and binding arbitration, to be conducted by a sole arbitrator and in accordance with the rules of the Israeli Arbitration Law, 1968 (the "Arbitration Law"), except as otherwise provided herein. The arbitration shall be conducted in Tel-Aviv, Israel or such other place mutually acceptable to the parties. The arbitration (including any document submitted or filed therein, other than such transaction documents which are worded in English) shall be in Hebrew. The arbitrator, who shall be a person with relevant knowledge and experience in the subject matter of the dispute (the "Arbitrator"), shall be appointed by the parties, and if no agreement is reached on the identity of the Arbitrator within ten (10) days following the submission of such dispute to arbitration, the identity of the Arbitrator will be determined by the President of the Israeli Bar Association after considering a non binding list of candidates that may be submitted to him/her by each of the parties. The parties agree to use all reasonable efforts to cause the arbitration hearing to be conducted within sixty (60) days after the appointment of the Arbitrator and to use all reasonable efforts to cause the decision of the Arbitrator to be furnished within 30 days after the conclusion of the arbitration hearing. The cost of the Arbitrator shall be borne equally by the parties. The decision of the Arbitrator shall be in writing, state the reasons upon which it is based and shall be final and binding upon the parties. The Arbitrator shall not be bound by procedure law or rules of evidence and shall have no authority to issue any injunctions, orders or other interlocutory remedies, but will rule consistent with the substantive law of the State of Israel. Any decision of the Arbitrator may be enforced in any court of competent jurisdiction. This Section constitutes an Arbitration Agreement in accordance with the Arbitration Law. In the event of any contradiction between the provisions hereof and the Arbitration Law, the provisions of this Section shall prevail. All aspects of the arbitration shall be treated as confidential and none of the parties hereto (or any Indemnified Parties) may disclose the existence, content or results of an arbitration, except as may be required by applicable law or, in the case of Buyer, also the rules of any stock exchange on which its securities are listed for trading. Before making any such disclosure, such party shall give written notice to the other parties and shall afford such parties a reasonable opportunity to protect their interests.

9.8 Assignment. This Agreement may not be assigned by Seller without the prior written consent of Buyer. Buyer shall have the right to assign this Agreement; provided that any such assignee agrees in writing to assume and fulfil and perform the obligations of Buyer.

9.9 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create any agency, partnership, joint venture or trust.

9.10 Counterparts. This Agreement may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties.

9.11 Severability. If any provision of the Agreement is held to be invalid or unenforceable at law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the parties, or if that cannot be done, will be severed from the Agreement without affecting the validity or enforceability of the remaining provisions.

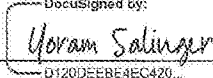
9.12 Interpretation. In this Agreement, (a) the words "include," "includes" and "including" shall be deemed in each case to be followed by the words "without limitation," (b) "Knowledge or "known" shall mean, with respect to any party, the actual knowledge of the directors and executive officers of such party after reasonable inquiry of the matter in question, (c) the phrases "delivered" or "made available" shall mean that the information referred to has been physically or electronically delivered to the relevant parties (including, in the case of "made available" to Buyer, material that has been posted and thereby made available to Buyer through the on line "virtual data room" established by Seller if such material was made available at least two (2) Business Days prior to the date hereof), and (d) whenever it refers to a consent "which shall not be unreasonably withheld" and words of similar import, it will mean a consent "which shall not be unreasonably withheld, conditioned or delayed.

9.13 Extension, Waiver. At any time prior to the Closing, Buyer or Seller may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions for the benefit thereof contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of all of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

PERCEPTION POINT LTD.

By:  _____
Name: Yoram Salinger _____
Title: CEO _____

HYSOLATE LTD.

By: _____
Name: _____
Title: _____

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

PERCEPTION POINT LTD.

By: _____

Name: _____

Title: _____

HYSOLATE LTD.

By:  _____
DocuSigned by:
A6930839B2AD420...

Name: Marc Gaffan

Title: CEO

[Signature page to Asset Purchase Agreement]

Exhibit A-1 – Seller’s board resolutions



GS-Board - Asset
Purchase Agreement

Exhibit A-2 – Seller’s shareholder resolutions



GS-Shareholders -
Asset Purchase Agree

Exhibit B - Non-Competition Agreement

Exhibit C – Employment Agreement

Exhibit D – Warrant



GS-PP-Hysolate -
Warrant-#7662677 v

Schedule 2.1(a) – Products

1. Hysolate Workspace.
2. Hysolate Secure Browser.

Schedule 2.1(b) - Registered Intellectual Property Rights

- 1.



Open Source
Licenses.xlsx

2. Source code (stored on Hysolate private GitHub repositories).
3. Product/service documentation and design documents (stored in Hysolate’s online documentation center and in Google Drive).
4. Domain name (hysolate.com).
5. The following patents and patent applications:



HYL Patent and Trademark Status Report

HYLT P1606	VIRTUAL AIR-GAPPED ENDPOINT AND METHOD THEREOF	1/23/2017	1/19/2017	15708,360	16,694,601	Utility, Non-Provisional	Issued	Pay 1st Maintenance Fee - 1st Deadline	12/30/2023
HYLT P1606C1	OPERATING A SECURITY ZONE OF AN AIR-GAPPED ENDPOINT	1/23/2017	5/20/2020	16876,367		Utility, Provisional	Published		
HYLT P1136	TECHNIQUES FOR IMPROVING SEAMLESS USER EXPERIENCE OF AIR-GAPPED ENDPOINTS	1/23/2017	1/22/2018	15876,634	16,686,604	Utility, Non-Provisional	Issued	Pay 1st Maintenance Fee - 1st Deadline	12/30/2023
HYLT P1136C1	METHOD FOR RENDERING VIRTUAL DESKTOPS ON AN AIR-GAPPED ENDPOINT	1/23/2017	1/20/2020	16879,360		Utility, Provisional	Published		
HYLT P1136	TECHNIQUES FOR CONTROLLING AND REGULATING NETWORK ACCESS ON AIR-GAPPED ENDPOINTS	1/23/2017	1/22/2018	15876,675	16,668,056	Utility, Non-Provisional	Issued	Pay 1st Maintenance Fee - 1st Deadline	12/30/2023
HYLT P1136C1	CONTROLLING ACCESS TO EXTERNAL NETWORKS BY AN AIR-GAPPED ENDPOINT	1/23/2017	5/29/2020	16879,401		Utility, Provisional	Published		
HYLT P1386	TECHNIQUES FOR SEAMLESSLY LAUNCHING APPLICATIONS BY APPROPRIATE VIRTUAL MACHINES	1/23/2017	8/15/2019	16781,396	11,141,322	Utility, Non-Provisional	Issued	Pay 1st Maintenance Fee - 1st Deadline	4/16/2028
HYLT P1386	TECHNIQUES FOR BINDING USER IDENTITIES TO APPROPRIATE VIRTUAL MACHINES WITH SINGLE SIGN-ON	1/23/2017	8/26/2019	16886,626	11,156,836	Utility, Non-Provisional	Issued	Pay 1st Maintenance Fee - 1st Deadline	4/16/2028

HYLT P1387	UNIFIED FILE SYSTEM ON AIR-GAPPED ENDPOINTS	1/23/2017	6/17/2019	16441,027	11,010,353	Utility, Non-Provisional	Issued	Pay 1st Maintenance Fee - 1st Deadline	12/19/2024
HYLT P1387C1	UNIFIED FILE SYSTEM ON AIR-GAPPED ENDPOINTS	1/23/2017	12/11/2020	17102,521		Utility, Non-Provisional	Published		
HYLT P1897	MANAGED RELATED WORKSPACE ON A USER DEVICE	7/8/2020	7/8/2021	17336,336		Utility, Non-Provisional	Published		
HYLT P1897P	METHOD FOR PROVIDING A RELATED ISOLATED WORKSPACE ON A USER DEVICE	7/8/2020	7/8/2020	63640,447		Utility, Provisional	Expired		
HYLT P1898	Hystate Workspace					Provisional Patent Application	Unfiled		
HYLT P2049P	METHOD FOR PROVIDING SERVICE SECURITY TO CLOUD SECURITY BROWERS	12/10/2021	12/18/2021	68286,546		Utility, Provisional	Pending	File Foreign Application	12/18/2022
HYLT T1486	HYSLATE	5/15/2019	5/15/2019	88431530	5,920,267	Trademark	Issued	File Sections 8 & 15 Declaration of Use/Incontestability - 1st Deadline	11/28/2025
HYLT T1486P	HYSLATE (Logo)	5/15/2019	5/15/2019	88431571	5,909,398	Trademark	Issued	File Sections 8 & 15 Declaration of Use/Incontestability - 1st Deadline	11/28/2025

