

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7841694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DEEPCUBE LTD.	09/19/2022

RECEIVING PARTY DATA

Name:	NANO DIMENSION TECHNOLOGIES, LTD.
Street Address:	2 ILAN RAMON STREET
Internal Address:	NESS-ZIONA SCIENCE PARK
City:	NESS ZIONA
State/Country:	ISRAEL
Postal Code:	7403635

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	16121015
Application Number:	16458517
Application Number:	16041497
Application Number:	16524571
Application Number:	16288866
Application Number:	16722639
Application Number:	17134690
Application Number:	16916543
Application Number:	17336250
Application Number:	17095154
Application Number:	17513189
Application Number:	16923913

CORRESPONDENCE DATA

Fax Number: (646)878-0801

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: 646-878-0800

Email: USPTO@PearlCohen.com

Correspondent Name: PEARL COHEN ZEDEK LATZER BARATZ LLP

Address Line 1: 7 TIMES SQUARE

PATENT

Address Line 2: 19TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 984886-15-00 MASS ASSGN

NAME OF SUBMITTER: AMANDA LIU

SIGNATURE: /al/

DATE SIGNED: 03/13/2023

Total Attachments: 14

source=Nano Dimension Portfolio Assignment#page1.tif
source=Nano Dimension Portfolio Assignment#page2.tif
source=Nano Dimension Portfolio Assignment#page3.tif
source=Nano Dimension Portfolio Assignment#page4.tif
source=Nano Dimension Portfolio Assignment#page5.tif
source=Nano Dimension Portfolio Assignment#page6.tif
source=Nano Dimension Portfolio Assignment#page7.tif
source=Nano Dimension Portfolio Assignment#page8.tif
source=Nano Dimension Portfolio Assignment#page9.tif
source=Nano Dimension Portfolio Assignment#page10.tif
source=Nano Dimension Portfolio Assignment#page11.tif
source=Nano Dimension Portfolio Assignment#page12.tif
source=Nano Dimension Portfolio Assignment#page13.tif
source=Nano Dimension Portfolio Assignment#page14.tif

THIS DEED OF ASSIGNMENT is made on October 6, 2022.

BETWEEN:

- (1) **DeepCube Ltd.**, a corporation organized and existing under the laws of the State of Israel, having a place of business at Artzieli Triangle Bldg., 132 Menachem Begin Rd., Tel Aviv, Israel (“**ASSIGNOR**”); and
- (2) **Nano Dimension Technologies, Ltd.**, a corporation organized and existing under the laws of the State of Israel, having a place of business at 2 Ilan Ramon Street, Nes-Ziona, Israel. ("**ASSIGNEE**").

BACKGROUND:

- (A) The Assignor is the owner of the entire right, title and interest in the Assigned Rights (as defined below).
- (B) The Assignor wishes to assign all its rights, title and interest in - and to the Assigned Rights, to the Assignee.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Assigned Rights: the intellectual property described in Schedule 1.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, as well as any and all patents’ and patent applications’ divisionals, continuations, continuations-in-part, reexaminations and reissues thereof, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.2 The Appendices form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Appendices.
- 1.3 Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

In full consideration, the receipt of which, and adequacy, the Assignor hereby acknowledges, the Assignor shall assign and hereby assigns to the Assignee absolutely with full title guarantee all its property, right, title and interest in and to:

- (a) the Assigned Rights; and
- (b) the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3. WARRANTIES

The Assignor warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) for each of the applications and registrations listed in Schedule 1 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- (c) save as set out in Schedule 2, it has not licensed or assigned any of the Assigned Rights and the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) to the best of its knowledge, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant;
- (f) to the best of its knowledge, exploitation of the Assigned Rights will not infringe the rights of any third party; and
- (g) the materials the subject of the Assigned Rights are ASSIGNOR'S original work and have not been copied, procured, surreptitiously or illegally obtained wholly or substantially from any other source save where indicated otherwise in the materials.

4. MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights (whether conferred by the Copyright, Design and Patents Act or otherwise) which the Assignor may now or at any time possess in respect of the works comprised within the Assigned Rights in so far as legally possible in any part of the world.

5. FURTHER ASSURANCE

- 5.1 The Assignor shall, at the request and cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee reasonably considers necessary to give full effect to this Assignment or to vest in the Assignee the full benefit of the Assigned Rights including registration of the Assignee as applicant or proprietor of the Assigned Rights.

5.2 The Assignor shall, at the request and cost of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Assigned Rights.

5.3 In order to secure the performance of the Assignor's obligations under this Assignment by way of security, the Assignor irrevocably and unconditionally appoints the Assignee to be its attorney in its name and on its behalf, to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director of the Assignee, that any instrument or act falls within the authority conferred by this Assignment, shall be conclusive evidence that such is the case so far as any third party is concerned.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT AND VARIATION

7.1 This Assignment and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this Assignment and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Assignment.

7.2 Each of the parties acknowledges and agrees that it has not entered into this Assignment in reliance on any statement or representation of any person (whether a party to this Assignment or not) other than as expressly incorporated in this Assignment.

7.3 Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Assignment by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Assignment or not) and upon which it has relied in entering into this Assignment.

7.4 Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this Assignment and the documents referred to or incorporated in this Assignment shall be for breach of contract.

7.5 Nothing contained in this Assignment or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

7.6 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Assignment.

8. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Assignment shall not affect the continuation in force of the remainder of this Assignment.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of The State of Israel.
- 9.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of of the State of Israel over any claim or matter arising under or in connection with this Assignment.

10 COUNTERPARTS

This Assignment may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

This document has been executed as a deed and is delivered and takes effect on the date both ASSIGNOR and ASSIGNEE have signed the Deed.

APPENDIX 1

[Please complete this schedule with the details of all the intellectual property being transferred. If the intellectual property is not described correctly or sufficiently clearly, the assignment may not be effective. If you are at all unsure please contact me.]

Details of Patents:

Country or territory	Patent, Application, or publication number	Date of filing or registration	Title / Description
US	10,339,450	2019-07-02	<p align="center">SYSTEM AND METHOD FOR EFFICIENT EVOLUTION OF DEEP CONVOLUTIONAL NEURAL NETWORKS USING FILTER-WISE RECOMBINATION AND PROPAGATED MUTATIONS</p>
	16/458,517	2019-07-01	
EPO	EP3679511	2020-04-08	
US	10,366,322	2019-07-30	
	16/524,571	2019-07-29	
CN	201880063436.1	2018-09-20	<p align="center">SYSTEM AND METHOD FOR COMPACT AND EFFICIENT SPARSE NEURAL NETWORKS</p>
	273724	2021-05-31	
IL	279805	2021-01-31	
	EPO	EP18864417.3	

Country or territory	Patent, Application, or publication number	Date of filing or registration	Title / Description
US	10,878,321	2020-12-29	PARTIAL ACTIVATION OF MULTIPLE PATHWAYS IN NEURAL NETWORKS
	10,515,306	2019-12-24	
	17/134,690	2020-12-28	
EPO	20762254.9		
CA	3130047		
KR	1020217030078	2020-02-13	
JP	2021-549512		
CN	2020800175103.0		
US	16/923,913	2020-07-08	

Country or territory	Patent, Application, or publication number	Date of filing or registration	Title / Description
US	11,055,617	2021-07-06	Partial-activation of neural network based on heat-map of neural network activity
	17/336,250	2021-06-01	
JP	7068533	2021-06-21	
EPO	EP2117886.4	2021-06-10	
CN	2021107296001.0	2021-06-29	
CA	3122970	2021-06-23	
KR	10-2398083	2021-06-31	
TW	110123505	2021-06-28	

Country or territory	Patent, Application, or publication number	Date of filing or registration	Title / Description
CA	3139915	2021-11-23	CLUSTER-CONNECTED NEURAL NETWORK
CN	2021113299100	2021-11-10	
EPO	EP21205305.2	2021-10-28	
IL	288021	2021-11-11	
JP	2021-181497	2021-11-05	
KR	10-2021-0154639	2020-11-11	
TW	110141640	2021-11-09	
US	11,164,084	2020-11-11	
	17/513,189	2021-11-28	

Country or territory	Patent, Application, or publication number	Date of filing or registration	Title / Description
CA	3123253	2021-06-25	TRAINING A STUDENT NEURAL NETWORK TO MIMIC A MENTOR NEURAL NETWORK WITH INPUTS THAT MAXIMIZE STUDENT-TO-MENTOR DISAGREEMENT
CN	2021107530600	2021-07-02	
EPO	EP21178887.2	2021-06-10	
JP	2021-104302	2021-06-23	
KR	10-2021-0089628	2021-07-08	
TW	110124720	2021-07-06	

Details of Registered Trade Marks:

Country or territory	Mark	Application or registration number	Date of filing or registration	Classes	Specification of goods or services
US	DEEPCUBE	5808354	2019-07-16	09, 42	<p>09 - Computer software for data analysis and computation and operating software for artificial intelligence; information technology; deep learning; machine learning; reinforcement learning; virtual reality; deep neural networks and adaptive systems; computer programs for implementing a computer programming language; and computer software development tools, for use in the fields of artificial intelligence; information technology; deep learning; machine learning; reinforcement learning; virtual reality; deep neural networks and adaptive systems; downloadable computer software applications for use in designing and developing artificial intelligence; information technology; deep learning; machine learning; reinforcement learning; virtual reality; deep neural networks and adaptive systems; computer software and computer programs for use in general purpose computation; manipulation of collections of data; data transformation; input/output; communications; graphics display; modeling and testing for use in the fields of artificial intelligence; information technology; deep learning; machine learning; reinforcement learning; virtual reality; deep neural networks and adaptive systems; Software for use in managing; controlling and operating robots and robotics equipment</p> <p>042 - Development of new technology for others in the fields of machine learning; deep learning; artificial intelligence and robotics; Scientific research consulting in the fields of machine learning; deep learning; artificial intelligence and robotics; Providing scientific information, advice and consultancy in the fields of machine learning; deep learning; artificial intelligence and robotics; Scientific research and development in the fields of machine learning; deep learning; artificial intelligence and robotics; Providing online non-downloadable software for use in managing; controlling and operating robots and robotics equipment; providing online non-downloadable software for use in machine learning; deep learning; artificial intelligence and robotics; Design and development of software for use in machine learning; deep learning; artificial intelligence and robotics; Providing online nondownloadable software for use in machine learning; deep learning; artificial</p>

						intelligence and robotics	
--	--	--	--	--	--	---------------------------	--


Details of Unregistered Trade Names:

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used
EC	DEEPCUBE	2018-07-11	<p>09 - Computer software for data analysis and computation and operating software for artificial intelligence, information technology, deep learning, machine learning, reinforcement learning, virtual reality, deep neural networks and adaptive systems; computer programs for implementing a computer programming language, and computer software development tools, for use in the fields of artificial intelligence, information technology, deep learning, machine learning, reinforcement learning, virtual reality, deep neural networks and adaptive systems; downloadable computer software applications for use in designing and developing artificial intelligence, information technology, deep learning, machine learning, reinforcement learning, virtual reality, deep neural networks and adaptive systems; computer software and computer programs for use in general purpose computation, manipulation of collections of data, data transformation, input/output, communications, graphics display, modeling and testing for use in the fields of artificial intelligence, information technology, deep learning, machine learning, reinforcement learning, virtual reality, deep neural networks and adaptive systems; Software for use in managing, controlling and operating robots and robotics equipment</p>
			<p>042 - Development of new technology for others in the fields of machine learning, deep learning, artificial intelligence and robotics; Scientific research consulting in the fields of machine learning, deep learning, artificial intelligence and robotics; Providing scientific information, advice and consultancy in the fields of machine learning, deep learning, artificial intelligence and robotics; Scientific research and development in the fields of machine learning, deep learning, artificial intelligence and robotics; Providing online non-downloadable software for use in managing, controlling and operating robots and robotics equipment; providing online non-downloadable software for use in machine learning, deep learning, artificial intelligence and robotics; Design and development of software for use in machine learning, deep learning, artificial intelligence and robotics; Providing online nondownloadable software for use in machine learning, deep learning, artificial intelligence and robotics.</p>

Details of Domain Names:

deepcube

Executed as a deed, but not delivered until)
the first date specified on page 1, by **ZIVI**)
NEDIVI, Director for *DeepCube Ltd.*)
)

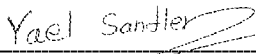
Signature  _____

Name **ZIVI NEDIVI** _____
(block capitals)

Title Director _____

Date of Execution September 19, 2022 _____

Executed as a deed, but not delivered until)
the first date specified on page 1, by **Yael**)
SANDLER, CFO for *Nano Dimension*)
Technologies, Ltd.)

Signature  _____

Name **Yael SANDLER** _____
(block capitals)

Title CFO _____

Date of Execution September 19, 2022 _____