

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI34570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PERLOZA LTD.	02/09/2024
RECEIVING PARTY DATA	
Company Name:	PORTSMOUTH NETWORK CORPORATION
Street Address:	35 VILLAGE ROAD
Internal Address:	SUITE 100
City:	MIDDLETON
State/Country:	MASSACHUSETTS
Postal Code:	01949
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8199637
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:	7817476018
Email:	yehuda@maypatents.com,uspto.may.patents@gmail.com
Correspondent Name:	Yehuda BINDER
Address Line 1:	P.O.Box 7230
Address Line 4:	Ramat-Gan, ISRAEL 5217102
NAME OF SUBMITTER:	Dorit Binder
SIGNATURE:	Dorit Binder
DATE SIGNED:	02/17/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5	
source=First Amendment to Perloza-Portsmouth Network PSA (003)#page1.tif	
source=First Amendment to Perloza-Portsmouth Network PSA (003)#page2.tif	
source=First Amendment to Perloza-Portsmouth Network PSA (003)#page3.tif	
source=First Amendment to Perloza-Portsmouth Network PSA (003)#page4.tif	
source=First Amendment to Perloza-Portsmouth Network PSA (003)#page5.tif	

FIRST AMENDMENT TO PATENT SALE AGREEMENT

This First Amendment to Patent Sale Agreement (this “**Amendment**”) is made and entered into as of February 9th, 2024, by and between Perloza Ltd., a private company incorporated under the laws of the State of Israel (“**Seller**”) and Portsmouth Network Corporation, a Delaware Corporation (“**Buyer**”). Seller and Buyer are also referred to in this Amendment each as a “**Party**” and collectively as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, the Parties are party to a certain Patent Sale Agreement dated July 18, 2023 (the “**PSA**”);

WHEREAS, pursuant to Section 11.12 of the PSA, the PSA may be amended only by a written instrument executed by the Parties;

WHEREAS, Seller is the owner of a certain Patent listed on Annex A hereto (the “**Additional Patent**”);

WHEREAS, Seller wishes to sell, transfer, and assign to Buyer and Buyer wishes to purchase and accept the transfer and assignment of the Additional Patent (the “**Transaction**”); and

WHEREAS, the Parties desire to effect the Transaction by amending the PSA as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Certain Definitions. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings ascribed to such terms in the PSA.

2. Exhibit 1. Exhibit 1 of the PSA is hereby supplemented as set forth in **Annex A** hereto so that the Additional Patent shall be a Transferred Patent as of the date hereof.

3. Remaining Provisions Unchanged. Except as expressly provided in this Amendment, all of the terms and provisions of the PSA shall remain in full force and effect without modification or waiver.

4. Miscellaneous. The following provisions of the PSA are hereby incorporated into this Amendment and shall apply, mutatis mutandis, as if such provisions were fully set forth herein: Section 11.3 (Notices), Section 11.4 (Assignment), Section 11.5 (Governing Law; Jurisdiction), Section 11.6 (Legal Action), Section 11.7 (Counterparts), Section 11.8 (Severability), Section 11.9 (Headings), Section 11.10 (Interpretation of Agreement), Section 11.11 (Entire Agreement) and Section 11.12 (Modification of Agreement).

5. Patent Assignment. Concurrently with the execution of this Amendment, Seller and Buyer shall execute the Patent Assignment Agreement (the “**Patent Assignment**”), in the form attached as **Annex B** hereto, the terms of such Patent Assignment being fully incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the day and year first above written.

Perloza Ltd,

By: 

Name: Izhak Tamir

Title: CEO

Portsmouth Network Corporation

By: 

Name: Richard Baker

Title: Managing Member

Annex A

EXHIBIT I

THE TRANSFERRED PATENTS

Additional Patent

US Patent Number 8,199,637, including, without limitation, all United States reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, and any patents resulting therefrom.

The Additional Patent does not include any foreign counterparts or related foreign applications or patents.

Annex B

FORM OF PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the “**Agreement**”), is made and entered into this 9th day of February 2024 (the “**Effective Date**”), by and between Perloza Ltd., a private company incorporated under the laws of the State of Israel (“**Assignor**”) and Portsmouth Network Corporation, a Delaware corporation (“**Assignee**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the United States and/or patent applications as listed on Annex A hereto (collectively the “**Patents**”);

WHEREAS, Assignor and Assignee have agreed by a Patent Sale Agreement dated July 18, 2023, as amended on February 9, 2024, by and between Assignor and Assignee (the “**Patent Sale Agreement**”) that Assignor shall sell, transfer, assign, and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Patent Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby sells, transfers, assigns, and sets over to Assignee all rights, title, and interest in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals, and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof, together with the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for patents which may hereafter be filed for said Patents, together with the right to file such applications.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns, and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without

further written or oral authorization from Assignor.

5. Assignor hereby consents that a copy of 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 any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title, and interest in and to the Patents sold, transferred, assigned, and set over to Assignee hereunder include all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor:

Perloza Ltd.

By: I. TAMIR
Name: Izhak Tamir
Title: CEO

Assignee:

Portsmouth Network Corporation

By: R. Baker
Name: Richard Baker
Title: Managing Member