

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI134920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Atai Ophir	03/21/2024
RECEIVING PARTY DATA	
Company Name:	ADVANCED INHALATION THERAPIES (AIT) LTD.
Street Address:	ILAN RAMON 2
Internal Address:	SCIENCE PARK
City:	NESS ZIONA
State/Country:	ISRAEL
Postal Code:	7403635
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17887430
Patent Number:	11452827
PCT Number:	pctiB1700112
CORRESPONDENCE DATA	
Fax Number:	9782513973
<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:	9782513509
Email:	rmeehan@elmorepatents.com
Correspondent Name:	Rachel Meehan
Address Line 1:	484 GROTON RD
Address Line 4:	Westford, MASSACHUSETTS 01886
ATTORNEY DOCKET NUMBER:	4247.1015 US2, US1, WO
NAME OF SUBMITTER:	Rachel Meehan
SIGNATURE:	Rachel Meehan
DATE SIGNED:	04/02/2024
Total Attachments: 12	
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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor **Atai Ophir** (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

**Advanced Inhalation Therapies (AIT) Ltd.
Ilan Ramon 2, Science Park
Ness Ziona, 7403635 Israel**

(hereinafter referred to "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

SYSTEMS FOR INHALATION OF THERAUPEUTIC AND DIAGNOSTIC GAS AND METHODS OF USE THEREOF

as set forth in the following Patent Application(s):

United States Patent Application No. **16/072,951**, filed **July 26, 2018**, (now US 11452827);
United States Patent Application No. **17/887,430**, filed **August 13, 2022**;
International Application No. **PCT/IB17/00112**, filed **January 27, 2017**;

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified applications and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

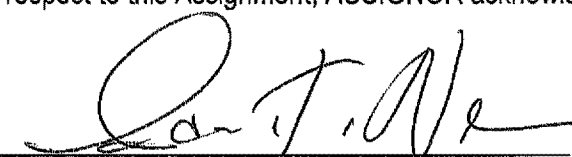
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to,

original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Elmore Patent Law Group, P.C.** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Elmore Patent Law Group, P.C.** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Inventor  Date March 21, 2024
Adam Newman
On behalf of Atai Ophir

IN TESTIMONY WHEREOF, I, on behalf of and duly authorized by the ASSIGNEE, have executed this Assignment.

Advanced Inhalation Therapies (AIT) Ltd.

By: 

Name: Adam Newman

Title: General Counsel

Please find below a
translated version the
following document:

The translation is not notarized.
Translated by Eyal Shilon, Advocate on
23/11/2021.



COMPANY NAME CHANGE CERTIFICATE

This is to acknowledge that company named:

ADVANCED INHALATION THERAPIES (AIT) LTD

That here number is 514609387,

Has changed its name and will be named from now:

BEYOND AIR LTD

Issued in Jerusalem on:

04/07/2019

1st of Tamuz, 5779

[Ministry of Justice

Corporations and Partnerships Authority]

[Signature]

Eyal Globus, Advocate

Corporations and Partnerships Authority

Head of Corporations Authority

Produced by: Yehuda Katz, Advocate

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of September 15, 2014, by and between Advanced Inhalation Therapies (AIT) Ltd., a company incorporated under the laws of Israel (the "Company"), and Atai Ophir, [REDACTED] residing at Har Adar, Israel (the "Employee").

WHEREAS, the Company desires to employ the Employee on a full time basis in the capacity of [REDACTED] in accordance with the terms and conditions of this Agreement, and the Employee wishes to be so employed.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereto hereby declare and agree as follows:

1. Term

This Agreement and the Employee's employment hereunder shall be in effect commencing as of October 15, 2014 ("Effective Date"), [REDACTED]

[REDACTED]

2. Employment

2.1 The Employee shall be employed in the capacity of a [REDACTED] in the Company while Employee is employed by the Company [REDACTED]

[REDACTED]

2.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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■ [REDACTED]
■ [REDACTED]
■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. Inventions and Other Works

- 8.1 For the purposes of this Agreement, "**Intellectual Property Rights**" means any and all intellectual or industrial property rights (whether registered or unregistered) including, without prejudice to the generality of the foregoing, all existing and future copyrights, design rights, database rights, trade marks, internet rights/domain names, know-how, patents and any and all applications for any of the foregoing and any and all rights to apply for any of the foregoing.
- 8.2 During the term of Employee's engagement with the Company, to the extent generated in connection with Employee's employment hereunder, Employee may either alone or in conjunction with others, generate or assist in the generation of documents, materials, designs, drawings, processes, formulae, algorithms, computer coding, methodologies, techniques, developments, inventions (including service inventions ("אמצעי שירות"), as such term is defined under Section 132 of the Patents Law, 5727-1967), research data, including specifically technical aspects of the technology and devices that are not common knowledge, trade secrets, marketing plans, company financial information, business development information, strategic plans of the Company and other works deemed as Intellectual Property Rights or Confidential Information (the "**Works**") and Employee agrees such Works and the related Intellectual Property Rights will belong to and be the absolute property of the Company or any other person the Company may nominate.
- 8.3 Employee hereby agrees to keep and maintain adequate records of all Works developed by Employee during Employee's engagement with the Company, which records shall be available to and remain the sole property of the Company.
- 8.4 Employee shall immediately on request by the Company (whether during or after the termination of the engagement with the Company) and at the expense of the Company:
- (a) apply or join with the Company in applying for any Intellectual Property Rights or other protection or registration ("**Protection**") for, or in relation to, any Works;

(b) execute all instruments and do all things necessary for vesting the Works or Protection when obtained and all right, title and interest to and in the same absolutely and as sole beneficial owner in the Company or other person as the Company may nominate;

(c) in the event the Company is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified in the preceding paragraph, Employee hereby: (i) irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Employee, and (ii) hereby waives and quitclaim to the Company any and all claims, of any nature whatsoever, which he now or may hereafter have for infringement of any Works assigned hereunder to the Company.

- 8.5 It is hereby agreed that the Employee's Salary, Employee's Benefits and/or any other payment which the Employee is entitled to under this Agreement, already includes any consideration Employee may be entitled to for any Works developed or generated by him (or with Employee's assistance or contribution, as provided in this Section) during the course of his employment by the Company and/or in connection therewith, in accordance with Section 134 of the Patents Law, 5727-1967), and Employee shall not be entitled to receive any additional consideration in this respect whatsoever.

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■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

(Signatures Page Next)

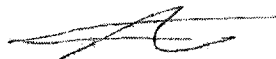
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year set forth above.

ADVANCED INHALATION THERAPIES
A.I.T LTD
514609387

Advanced Inhalation Therapies (AIT) Ltd.

By: Reicheli Vizman

Title: COO



Atai Ophir

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]