

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI227330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mircea Dan Bucevschi	05/14/2016
RECEIVING PARTY DATA	
Company Name:	Green Polymers Ltd
Street Address:	Dov Gruner 21
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	6949820
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17293297
CORRESPONDENCE DATA	
Fax Number:	2027373528
<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>	
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ATTORNEY DOCKET NUMBER:	BUCEVSCHI6A
NAME OF SUBMITTER:	Pamela Parker
SIGNATURE:	Pamela Parker
DATE SIGNED:	05/13/2024
Total Attachments: 7	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Atty. Docket: BUCEVSCHI6A

In re Application of: POLYGREEN LTD)	Conf. No.: 1198
)	
AppIn. No.: 17/293,297)	
)	
Filed: May 12, 2021)	Washington, D.C.
)	
For: POLYMERIC COMPOSITION FOR)	May 13, 2024
USE AS SOIL CONDITIONER WITH)	
IMPROVED WATER ABSORBENCY)	
DURING WATERING OF THE)	
AGRICULTURAL CROPS)	

DECLARATION OF SHAI SHAHAL

I, the undersigned Shai Shahal, hereby declare and state as follows:

I am CEO of Polygreen Ltd, the applicant of the above-identified patent application. I am also a co-inventor, with Zvi Meiri and Mircea Dan Bucevschi, now deceased, of the invention described and claimed in the above-identified patent application.

Attached hereto is a document, obtained from the corporate records of Polygreen Ltd, entitled "Intellectual Property Rights Undertaking" dated May 14, 2016, hereinafter referred to as "the Undertaking," executed by Mircea Dan Bucevschi and Monica Colt, collectively referred to as "the Consultant" in the Undertaking. The Undertaking contains undertakings and warranties made by Mr. Bucevschi and Ms. Colt towards Green Polymers Ltd, including its subsidiaries and their respective successors and assigns (hereinafter "the Company").

Green Polymers Ltd changed its name to Polygreen Ltd as of January 1, 2020.

I was CEO of Green Polymers Ltd at the time the Undertaking was executed and I have continually been CEO of Green Polymers Ltd and then Polygreen Ltd until the present day.

Paragraph 1.2 of the Undertaking contains the following:

Consultant hereby irrevocably and unconditionally assigns to the Company all of the following with respect to any and all Inventions: (i) patents, patent applications, and patent rights, including any and all continuations or extensions thereof; ...

Paragraph 1.1 of the Undertaking defines "Inventions" as used in the above-quoted portion of Paragraph 1.2, stating:

Consultant will notify and disclose in writing to the Company, or any persons designated by the Company from time to time, all information, improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, made or conceived or reduced to practice or learned by Consultant, either alone or jointly with others, during Consultant's engagement with the Company (including after hours, on weekends or during vacation time), but only with respect to such engagement and/or Company's assets and/or the Business (as defined in the Agreement) (whether tangible or not) and/or made or conceived or reduced to practice or learned by Consultant from the use, inter alia, of Company's equipment, supplies, facilities or information (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the "Invention(s)") immediately upon discovery, receipt or invention as applicable, or on the date hereof if Such Invention(s) were made, conceived or reduced to practice or learned by Consultant, either alone or jointly with others, prior to execution of this Undertaking.

The invention described and claimed in the above-identified application was made by Mircea Dan Bucevschi, Zvi Meiri and myself between the date of the

Undertaking (May 14, 2016) and the date of filing of U.S. provisional patent application 62/760,715, filed November 13, 2018, upon which the above-identified application claims benefit, and which discloses the invention described and claimed in the above-identified application. I know this of first-hand knowledge as I developed this invention as a co-inventor with Bucevschi and Meiri.

I also know by first-hand knowledge, being a co-inventor with Bucevschi and being CEO of Green Polymers Ltd at the time (now Polygreen Ltd), that Bucevschi's contributions to the invention were made during Bucevschi's engagement with Green Polymers Ltd.

Accordingly, Bucevschi assigned his rights to the invention described and claimed in the above-identified application and the patent application itself to Green Polymers Ltd by means of the assignment contained in the Undertaking.

I hereby further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 13/5/24

פוליגרין בע"מ
515368967/ח.פ.ח.
Shai Shahal

Shai Shahal

INTELLECTUAL PROPERTY RIGHTS UNDERTAKING

THIS UNDERTAKING ("Undertaking") is entered into as of the 14 day of May, 2016 by Mircea Dan Bucevschi, bearer of an Israeli ID number 327004289 ("Mircea") and Monica Colt, bearer of an Israeli ID number 327004271 ("Monica").

WHEREAS, Mircea is engaged by Green Polymers Ltd, registration no. 515368967 (the "**Company**") in accordance to a services agreement dated May 14, 2016 (the "**Agreement**"); and

WHEREAS, Mircea may use the services of Monica for the purpose of providing the Services (as this term is defined in the Agreement) to the Company; and

WHEREAS, it is critical for the Company to preserve and protect its rights in Inventions (as defined below) and in the Intellectual Property, and Mircea and Monica (together hereinafter: the "**Consultant**") are entering into this Undertaking in connection with Consultant's engagement with the Company.

NOW, THEREFORE, Consultant undertakes and warrants towards the Company as follows:

References herein to the term "**Company**" shall include all of the Company's subsidiaries and their respective successors and assigns.

1. Ownership of Inventions.

- 1.1. Consultant will notify and disclose in writing to the Company, or any persons designated by the Company from time to time, all information, improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, made or conceived or reduced to practice or learned by Consultant, either alone or jointly with others, during Consultant's engagement with the Company (including after hours, on weekends or during vacation time), but only with respect to such engagement and/or Company's assets and/or the Business (as defined in the Agreement) (whether tangible or not) and/or made or conceived or reduced to practice or learned by Consultant from the use, inter alia, of Company's equipment, supplies, facilities or information (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the "**Invention(s)**") immediately upon discovery, receipt or invention as applicable, or on the date hereof if Such Invention(s) were made, conceived or reduced to practice or learned by Consultant, either alone or jointly with others, prior to execution of this Undertaking.
- 1.2. Consultant agrees that all the Inventions are, upon creation, considered Inventions of the Company, shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all patents, copyrights, trade secret and all other rights of any kind or nature, including moral rights, in connection with such Invention. The Company shall be entitled to deal therewith, as it desires and register and/or disseminate the Invention in its name. Consultant hereby irrevocably and unconditionally assigns to the Company all of the following with respect to any and all Inventions: (i) patents, patent applications, and patent rights, including any and all continuations or extensions thereof; (ii) rights associated with works of authorship, including copyrights and copyright applications, Moral Rights (as defined below) and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to

intangible property including trademarks, service marks and applications therefor, trade names and packaging and all goodwill associated with the same; and (vi) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights. Consultant also hereby forever waives and agrees never to assert any and all Moral Rights Consultant may have in or with respect to any Inventions, even after termination of engagement on behalf of the Company. "**Moral Rights**" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty. Without derogating the above, the Consultant shall be entitled to registered as an authorship in the Inventions, subject to it's undertaking to cooperate with the Company in any way and to execute any documents that the Company may reasonably request for enforcing its rights as the owner of the Inventions, including in case of transfer of ownership in the Inventions to third-party.

- 1.3. Consultant further agrees to perform, during and after engagement, all acts deemed reasonably necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing the Inventions in any and all jurisdictions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings, providing the Company with any and all information and data in his possession, including, but not limited to, plans, drawings, formulae, models, explanations, instructions and/or the exact mode of working, producing and use of any and all inventions and discoveries to Company.. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact to act for and on Consultant's behalf and stead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Consultant.
- 1.4. Consultant shall not be entitled, with respect to all of the above, to any monetary consideration or any other consideration except as explicitly set forth in the consulting agreement between Consultant and the Company. Without limitation of the foregoing, Consultant irrevocably confirms that the consideration explicitly set forth in the services/consultant agreement is in lieu of any rights for compensation that may arise in connection with the Inventions under applicable law and waives any right to claim royalties or other consideration with respect to any Invention, including under Section 134 of the Israeli Patent Law - 1967. With respect to all of the above, any oral understanding, communication or agreement not memorialized in writing and duly signed by the Company shall be void.

2. Confidentiality

- 2.1. The Consultant covenants and undertakes that all information, written or oral, relating to the Company and/or the Business (as defined in the Agreement), including know-how, and technology, disclosed to him by the Company or which otherwise became known to him in connection with the performance of his obligations in the Agreement (the "**Confidential Information**"), shall be maintained by it in full and absolute confidence, and it shall not use such Confidential Information, directly or indirectly, in whole or in part, for any purpose whatsoever except as specifically and explicitly authorized in the Agreement. The Consultant's undertaking hereunder shall not apply to information which is in, or becomes part of, the public domain, or which was

known by the Consultant before the time of disclosure, as evidenced by written records.

- 2.2. The Consultant shall be obligated to take all measures necessary and appropriate to prevent the unauthorized disclosure of such Confidential Information to any third party, using the same degree of care, but no less than a reasonable degree of care, as the Consultant use to protect its own confidential information.
- 2.3. Upon SCR's request, Consultant shall return to SCR all Confidential Information, including all records, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Confidential Information, or any portion thereof, and shall erase all electronic records thereof.
- 2.4. The foregoing obligations as to confidentiality shall survive any expiry or termination of the Agreement.

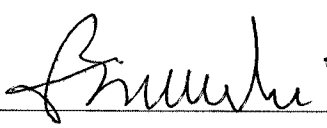
3. **General.**

- 3.1. Consultant represents that the performance of all the terms of this Undertaking and Consultant's duties as a consultant of the Company do not and will not breach any invention assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules, regulations or policies of, any former employer or other party (including, without limitation, any academic institution or any entity related thereto). Consultant acknowledges that the Company is relying upon the truthfulness and accuracy of such representations in engaging Consultant.
- 3.2. Consultant acknowledges that the provisions of this Undertaking serve as an integral part of the terms of Agreement and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof.
- 3.3. Consultant recognizes and acknowledges that in the event of a breach or threatened breach of this Undertaking by Consultant, the Company may suffer irreparable harm or damage and will, therefore, be entitled to injunctive relief to enforce this Undertaking (without limitation to any other remedy at law or in equity).
- 3.4. This Undertaking is governed by and construed in accordance with the laws of the State of Israel without giving effect to its laws pertaining to conflict of laws. Any and all disputes in connection with this Undertaking shall be submitted to the exclusive jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel-Aviv-Jaffa, Israel. Notwithstanding the aforementioned, for the purpose of enforcing the Non-Compete Undertaking, SCR shall be entitled to instigate proceedings against the Consultant in any other country, at its discretion, and shall be entitled to injunctive relief to enforce this Non-Compete Undertaking.
- 3.5. If any provision of this Undertaking is determined by any court of competent jurisdiction to be invalid, illegal or in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, then such provision shall be stricken from this Undertaking only with respect to such jurisdiction in which such clause or provision cannot be enforced, and the remainder of this Undertaking shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Undertaking. In addition, if any particular provision contained in this Undertaking shall for any reason be held

to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.

- 3.6. The provisions of this Undertaking shall continue and remain in full force and effect following the termination or expiration of the relationship between the Company and Consultant, for whatever reason. This Undertaking shall not serve in any manner so as to derogate from any of Consultant's obligations and liabilities under any applicable law.
- 3.7. This Undertaking constitutes the entire agreement between Consultant and the Company with respect to the subject matter hereof and supersede all prior agreements, proposals, understandings and arrangements, if any, whether oral or written, with respect to the subject hereof. No amendment of or waiver of, or modification of any obligation under this Undertaking will be enforceable unless set forth in a writing signed by the Company. No delay or failure to require performance of any provision of this Undertaking shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Undertaking as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived
- 3.8. This Undertaking, the rights of the Company hereunder, and the obligations of Consultant hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights under this Undertaking. Consultant may not assign, whether voluntarily or by operation of law, any of its obligations under this Undertaking, except with the prior written consent of the Company.

IN WITNESS WHEREOF, the undersigned, has executed this Undertaking as of the date first mentioned above.

Name: Mircea Dan Bucevschi Signature: 

Name: Monica Colt Signature: 