

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI632494

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EKORAD LTD.	05/22/2024
RECEIVING PARTY DATA	
Company Name:	YEAHUDA KAHANE LTD.
Street Address:	16 Tsamarot St.
City:	Herzliya
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10250112
CORRESPONDENCE DATA	
Fax Number:	3302525706
<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:	(330)252-5706
Email:	lasiefke@vorys.com
Correspondent Name:	Lauren Siefke
Address Line 1:	1909 K Street NW, 9th Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	080662-000002
NAME OF SUBMITTER:	Lauren Siefke
SIGNATURE:	Lauren Siefke
DATE SIGNED:	11/15/2024
Total Attachments: 3	
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source=executed Assignment US10250112 -080662-2#page3.tiff	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement is hereby signed on 22/5/24 (the "Effective Date") between Ekorad Ltd., a (registered as Israeli company no. 514838291), from 90 Ha-Kovshim Street, Zikhron Ya'akov, Israel ("Assignor") and Yehuda Kahane Ltd. (registered under no. 512181736) of 16 Tsamarot St., Herzliya, Israel ("Assignee").

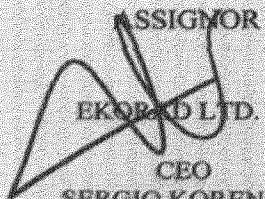
1. In consideration for the payment of NIS 1), the Assignor hereby sells, assigns, and transfers to the Assignee, for itself and its successors, transferees, and assignees, (a) the entire worldwide right, title, and interest in all patent applications listed in Exhibit A attached hereto (the "Assigned Patents"), including any right of priority and any invention covered under the Assigned Patents; (b) any provisional, divisional, continuation, substitute, renewal, reissue, and other applications relating to the Assigned Patents which have been or may be filed in the United States or elsewhere in the world; (c) any patents which may be granted on the applications set forth in sub-sections (a) and (b) above (the provisions of sub-sections (a), (b) and (c) will be collectively referred to as the "Inventions"); and (d) the right to sue in its own name and to recover for past infringement of any or all of any applications or patents issuing therefrom together with all rights to recover damages for infringement of provisional rights.
2. As of the Effective Date, Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, maintenance fee and any additional amounts due or associated with the perfection of rights, title, and interest in and to the Assigned Patents and the maintenance of the Assigned Patents.
3. The parties hereby confirm and acknowledge that (i) Assignee was a director and a shareholder of the Company and therefore, Assignee is familiar with the Assigned Patents, the inventions underlying under such Assigned Patents and the status of the Assigned Patents and had an opportunity to ask questions and receive information regarding the foregoing; (ii) the Assigned Patents are being sold, transferred and assigned to the Assignee on an AS IS basis, without any warranty of any kind, and (iii) neither Assignor nor anyone on its behalf (including, without limitation, its directors or shareholders) makes any representation or warranty of any kind, express or implied, regarding any of the Assigned Patents, their validity, enforceability, non-infringement, maintenance or otherwise or in connection with the transactions contemplated under this Agreement. It is hereby agreed that as of the Effective Date, Assignor shall have no liability whatsoever in connection with any of the Inventions, including in respect of any infringement of patents or other rights of third party with respect to the Assigned Patents or the Inventions and Assignee undertakes to indemnify and defend Assignor, its shareholders or directors in case of any damages, liabilities, costs or expenses which they may incur after the Effective Date in connection with the Inventions. Without prejudice to the said Assignee shall notify Assignor promptly of any legal suit that relates to the patents and that might have any effect on Assignor and shall carry any legal or other expense caused to Assignor with regard to such claims or procedures.
4. The Assignee acknowledges that the Assignor intends to commence voluntary liquidation proceedings following the Effective Date, assignee shall be solely responsible for all costs whatsoever, including attorney's fees and any additional amounts due or associated with the voluntary liquidation proceedings.
5. In the event that at any time after the Effective Date, any or all of the Inventions will be sold, licensed, assigned or otherwise transferred (collectively, "Transfer") by the Assignee and/or any party on its behalf (including, without limitation, its heirs), then prior to such Transfer and as a condition thereof, Assignee (or any of its heirs) will inform in writing Daniel Radovsky

7.0 Y.K.

(danielrad42@gmail.com) and Sergio Koren (sergiokor@gmail.com) current shareholders of the Assignor (collectively, the "Shareholders") of a potential transaction pursuant to which any of the Inventions will be Transferred and will provide details regarding the proposed Transfer (including, without limitation, the consideration to be paid in connection with such Transfer) (the "Transaction"). It is hereby agreed that in case of any Transaction, Assignee (or any of its heirs) shall pay the Shareholders an amount or compensation to be agreed in good faith between Assignee and the Shareholders, as a condition to the closing of the Transaction.

6. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed. Without prejudice to the said, Assignor hereby notifies assignee that there is a letter from the Israel innovation authority dated 1.2.2024, hereby attached as Exhibit B. Assignee hereby declares that he has read the letter and that he is fully aware of the letter and all its implications. It is hereby agreed that any future debt and/or payment of any kind to the Israel innovation authority, as set forth in this letter or otherwise, will be paid solely by Assignee.
7. The Parties will sign documents as may be required in order to notify the applicable patent office regarding the assignment of the Assigned Patents and register them in the name of Assignee.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, and the parties hereto submit to the exclusive jurisdiction of the competent Tel Aviv- Jaffa court to settle any dispute or claim arising here from.
9. This Agreement may be executed, in any number of counterparts, each of which shall be deemed to be an original and which shall together constitute one and the same agreement. This Agreement shall not be effective until all parties hereto have executed it.
10. This Agreement constitutes the full and complete agreement between the parties and supersedes any and all agreements or understandings, whether written or oral, concerning the subject matter of this Agreement, and may only be amended by a document signed by both Parties. If any provision of this Agreement is found unenforceable, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, the remainder of this Agreement shall remain in full force and effect, and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most nearly effects the Parties' intent.

IN WITNESS WHEREOF the parties hereto have signed this Patent Assignment Agreement.

ASSIGNOR

EKO RAD LTD.
CEO
SERGIO KOREN
22-5-24

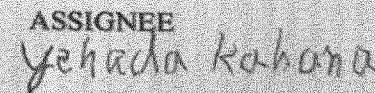
ASSIGNEE

YEHUDA KAHANE LTD
CEO
YEHUDA KAHANE
22-5-24

Exhibit A

Country	Filing Date	Title	Patent Number	Issue Date
USA	Oct 14th, 2014	TRANSVERSE FLUX MACHINE	US10,250,112 B2	April 2 nd , 2019
CHINA	Oct 14th, 2014	TRANSVERSE FLUX MACHINE	CN 105637733	Aug. 25 th , 2020
ISAREL	Oct 14th, 2014	TRANSVERSE FLUX MACHINE	244424	May 2 nd , 2022

R.D

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