

05-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

R



102448710

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): FRIENDLY ROBOTICS LTD. 5-14-03
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 11/07/2002

2. Name and address of receiving party(ies) Name: F. ROBOTICS ACQUISITIONS LTD. Internal Address: Street Address: POB 3777 INDUS PARK HASHARON City: KADIMA 60920 State: ISRAEL Zip: ISRAEL
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State ISRAEL Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/941968 B. Trademark Registration No.(s) 2324696 2371425 2476670 2629219
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: PAMELA S. BURT Internal Address: Street Address: 635 N. US-23, P.O. BOX 186 City: HARRISVILLE State: MI Zip: 48740

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature PAMELA S. BURT Name of Person Signing Signature Date 05/12/2003

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/15/2003 6TON11 00000009 75941968

01 FC:8521 40.00 DP 02 FC:8522 100.00 DP

TRADEMARK REEL: 002733 FRAME: 0184

ASSIGNMENT
Dated November 7, 2002

Reference is made to the Asset Purchase Agreement dated as of October 22, 2002 ("Purchase Agreement") among Ronen Matry, Adv., as receiver ("Receiver") of the assets of Friendly Robotics Ltd. ("Company") and F. Robotics Acquisitions Ltd., Israeli private company 513307744 ("Newco"). Terms defined in the Purchase Agreement are used herein with the same meaning.

WHEREAS, on August 1, 2002 the Tel-Aviv-Jaffa District Court appointed the Receiver as a temporary receiver over the assets of the Company and on August 14, 2002 the appointment became permanent.

WHEREAS, in accordance with a decision of the Court of August 14, 2002, the Receiver was authorized, *inter alia*, to take possession of the assets of the Company, to conduct a process of calling for offers and to realize the assets of the Company, with each sale requiring approval of the Court.

WHEREAS, on October 24, 2002 the Court approved the Purchase Agreement.

WHEREAS, on the date hereof Newco is acquiring the Sale Assets, all as defined and set out in the Purchase Agreement (but not the Company and/or its obligations except as set forth in the Purchase Agreement) and the Receiver is selling such Sale Assets in accordance with the Purchase Agreement.

WHEREAS, the Sale Assets include, but are not limited to, all loans made by the Company to its wholly-owned subsidiary Friendly Robotics, Inc. ("American Subsidiary") and all of the receivables and other amounts due from the American Subsidiary to the Company, whether arising before or after the bankruptcy filing by the American Subsidiary (collectively, "Obligations").

NOW, THEREFORE, as required by the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, the Receiver agrees as follows:

1. The Receiver hereby sells and assigns to Newco, and Newco hereby purchases and assumes from the Receiver, that interest in and to all of the Receiver's rights and obligations to the Obligations as of the date hereof.
2. From and after the date hereof, the Receiver agrees that Newco shall be entitled to all rights, powers and privileges of the Receiver under the Obligations, including without limitation (i) the right to receive all payments in respect of the Obligations for the period from and after the date hereof, whether on account of principal, interest, fees, indemnities, increased costs, additional amounts or otherwise, (ii) the right to set-off and to appropriate and apply deposits of the American Subsidiary and (iii) the right to receive notices, requests, demands and other communications.

3. The Receiver agrees that it will promptly remit to Newco any amount received by it in respect of the Obligations (whether from the American Subsidiary or otherwise) in the same funds in which such amount is received by the Receiver.

4. Nothing herein shall constitute or give rise to an assumption by Newco of any of the liabilities of either the Company to the American Subsidiary, or the liabilities of the American Subsidiary to any third party.

IN WITNESS WHEREOF, the Receiver has caused this Assignment to be executed by its duly authorized representative, as of the date first above written.

RONEN MATRY, ADV.,
as receiver of the assets of Friendly Robotics Ltd.

By: _____
Ronen Matry, Adv.

רונן מטרי קין עו"ד
כונס נכסים
פארא פרינדי רובוטיקס לימ.
פרינדי רובוטיקס לימ.
כ"ח סיון תש"מ