

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teva Pharmaceutical Industries Ltd.		12/21/2017	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Mediseen eHealth Ltd.		
Street Address:	2 Hamarpe St.		
City:	Jerusalem		
State/Country:	ISRAEL		
Postal Code:	9777402		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86458938	DDI+	
Serial Number:	86723753	MEDISEEN	
Serial Number:	86723754	MEDISEEN EHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	04/23/2018		
Total Attachments: 3			
source=mediseen assgt#page1.tif			
source=mediseen assgt#page2.tif			
source=mediseen assgt#page3.tif			

OP \$90.00 86458938

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**") dated as of December 21, 2017, is made by and between Teva Pharmaceutical Industries Ltd., a company incorporated under the laws of the State of Israel ("**Assignor**"), and Mediseen eHealth Ltd., a company incorporated under the laws of the State of Israel whose address is 2 Hamarpe St., Jerusalem 9777402, Israel ("**Assignee**"). Assignor and Assignee may be referred to in this Agreement in the singular as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Assignor is the owner of: (i) U.S. Application Number 86458938 for the standard character mark DDI+; (ii) U.S. Application Number 86723753 for the word mark MEDISEEN; and (iii) U.S. Application Number 86723754 for the word mark MEDISEEN EHEALTH (collectively, the "**Marks**");

WHEREAS, the Parties desire that Assignor assign the Marks to Assignee; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks.

NOW THEREFORE, IT IS AGREED, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, that the Parties be legally bound as follows:

1. Assignor does hereby assign and deliver unto Assignee, all its right, title, and interest in, to, and under the Marks, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States with respect to the Marks, and Assignee hereby accepts such assignment and delivery. Assignor further assigns and delivers to Assignee all rights of Assignor to bring an action or seek any other remedy, whether at law or in equity, against any third party for past, present, or future infringement and Assignee hereby accepts such assignment and delivery.

2. Assignor hereby authorizes Assignee to file this Agreement or portions thereof and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having this Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Marks in the name of Assignee.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation, and effect, by the laws of the State of Pennsylvania without giving effect to the conflict of laws rules thereof.

4. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Agreement may not be amended or modified without the prior written agreement of both Parties hereto.

This Agreement is effective as of the date first written above.

[Signature Page Follows]

[Signature Page to Trademark Assignment Agreement]


IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date and year first above written.

Teva Pharmaceutical Industries Ltd.

By: 
Name: Dror Bashan
Title: SVP, Head of M&A
Global BD
Teva Pharmaceuticals Industries


Dr. Doron Herman
Head of Tax

Mediseen eHealth Ltd.

By: 
Name: מדיצין אי-הלת בע"מ
Mediseen eHealth Ltd
Reg. 513728675 .פ.ח