

AGREEMENT BETWEEN OWNERS OF UNDIVIDED INTERESTS IN THE PATENT

WHEREAS Sholem Weisner and Shmuel Nemanov are co-inventors of the Invention described and set forth in U.S. patent application 11/729,798, since abandoned, and in the continuation application U.S. patent application 11/811,165 which continuation application has issued as U.S. Patent No. 10,146,871, and whereas a number of further U.S. continuation applications have been filed and are pending based on application 11/811,165;

WHEREAS the "Patent" shall mean U.S. Patent No. 10,146,871 and all U.S. patents, Letters of Patent, continuations, divisionals, reissues, reexaminations or applications therefor that directly or indirectly are based on application U.S. patent application 11/811,165 or on any application or patent that is a continuation, divisional, reissue, reexamination thereof;

WHEREAS Sholem Weisner owns a majority of the undivided interest in the Patent, namely 78%, and has in the past sold rights to collect small percentages of profits from exploitation of the Patent to investors;

WHEREAS Shmuel Nemanov owns less than a majority of the undivided interest in the Patent, namely 22%;

WHEREAS Sholem Weisner and Shmuel Nemanov desire to attract investors who shall make investments in exchange for interests in profits from exploitation of the Patent, which interests shall not be undivided interests, and desire to assure such potential investors that decisionmaking in regard to exploitation of the Patent will be controlled by the majority owner of the undivided interest in the Patent and will not be undercut by a minority owner of an undivided interest in the Patent;

NOW IT IS HEREBY AGREED by and between Sholem Weisner and Shmuel Nemanov for good and valuable consideration that

1. Only the owner or owners of a majority of the undivided interest in the Patent has the right, which right shall not require the consent of or be interfered with by the minority owner or owners of the undivided interest, to (i) make, use, offer to sell, sell or import into the U.S. products or services under the Patent or to (ii) grant exclusive or nonexclusive licenses under the Patent. For any such sale or license of products or services under the Patent, the proceeds shall be divided in accordance with the owners' respective percentages in the undivided interests in the Patent, taking into consideration any agreement with other investors for such other investor or investors to receive shares out of one or more of a particular owner's percentage.

2. Only the owner or owners of a majority of the undivided interest in the Patent has the right to sue for infringement under the Patent without the consent of the minority owner or owners of the undivided interest. If the law requires an owner or owners of the minority of the undivided interest in the Patent to participate as a plaintiff in a lawsuit or arbitration or mediation for infringement or other enforcement of the Patent in order for such lawsuit or arbitration or mediation to proceed, then at the request of an owner or owners of the majority of the undivided interest in the Patent, the owner or owners of the minority of the undivided interest in the Patent shall so participate and shall cooperate with such lawsuit or arbitration or mediation.

3. Sale of 100% ownership in the Patent shall be done as one whole unit but the owner of the majority of the undivided interest of the Patent can force the owner of the minority of the undivided interest to complete such sale of 100% ownership in the Patent by including the minority owner's share in such sale. When there is a sale of 100% ownership in the Patent, the proceeds shall be divided in accordance with the owners' respective percentages in the undivided interests in the Patent, taking into consideration any agreement with other investors for such other investor or investors to receive shares out of one or more of a particular owner's percentage.

4. Neither an owner of a majority of the undivided interest in the Patent nor an owner of the minority of the undivided interest in the Patent shall, without consent of the other, sell the entirety or any portion of its undivided interest in the Patent to a third party, except that each owner of the undivided interest may sell the entirety or any portion of its undivided interest to the other owner(s) of the undivided interest.

5. An owner of a majority of the undivided interest in the Patent and an owner of the minority of the undivided interest in the Patent shall have the right, without consent of the other, to sell interests in collecting a percentage of profits from exploitation of the Patent provided such interests are not undivided interests and do not include the right to (i) make, use, offer to sell, sell or import into the U.S. products or services under the Patent or to (ii) grant exclusive or nonexclusive licenses under the Patent or to (iii) sue for infringement under the Patent.

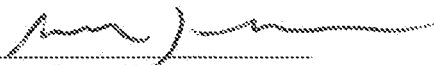
6. This Agreement supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement.

7. This Agreement is made in accordance with the laws of the State of New York.

8. This Agreement shall take effect upon both parties signing the Agreement.

This Agreement may be executed and is valid in counterparts.

In witness whereof, I have hereunto set hand and seal and thereby make this Agreement executed, effective, complete and final on the date set forth below.



Sholem Weisner


Shmuel Nemmanov

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

On the 9 day of July in the year 2019 before me, the undersigned, Sholem Weisner, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by

his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

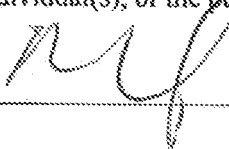

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STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

Neal S Fox
Notary Public, State of New York
No. 01F00018473
Qualified in Kings County
Commission Expires Nov 23, 20...



On the ⁹ day of July in the year 2019 before me, the undersigned, Shmuel Nemanov, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


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Neal S Fox
Notary Public, State of New York
No. 01F00018473
Qualified in Kings County
Commission Expires Nov 23, 20...

