

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recover LLC		11/24/2015	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	RT Recover Innovations LTD		
Street Address:	P.O. Box 8220		
City:	Tel Aviv		
State/Country:	ISRAEL		
Postal Code:	6108102		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4605462	RECOVER	
Registration Number:	4609824	RC RECOVER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dyelenik@gmail.com		
Correspondent Name:	Daniel Yelenik		
Address Line 1:	27548 Breakers Drive		
Address Line 4:	Wesley Chapel, FLORIDA 33544		
NAME OF SUBMITTER:	Daniel Yelenik		
SIGNATURE:	/DY/		
DATE SIGNED:	02/18/2018		
Total Attachments: 12			
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SALE AND ASSIGNMENT AGREEMENT

THIS SALE AND ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of 24 November, 2015 by and between RECOVER LTD (hereinafter "**Purchaser**"), RECOVER TACTICAL LLC (hereinafter "**Company**"), and Mr. Tamir Porat Israeli I.D. number 022507164 (hereinafter "**Tamir**"), Mr. Motti Slodowitz, US Passport number 464982286 (hereinafter "**Motti**"), Mr. Ron Rosenberg Israeli I.D. number 329054688 (hereinafter "**Ron**") and Mr. Aaron Zakowsky Israeli I.D. number _____ (hereinafter "**Aaron**") (Tamir, Motti, Ron and Aaron, jointly and severally, hereinafter the "**Shareholders**") (the Company and shareholders, jointly and severally, hereinafter the "**Sellers**").

WHEREAS The Company wishes to sell, assign, transfer and deliver certain activities, assets and rights to Purchaser; and

WHEREAS Purchaser wishes to acquire, receive and obtain by purchase and assignment certain activities, assets and rights from Company, all in accordance with the terms and conditions set forth hereinbelow;

NOW, THEREFORE, the parties do hereby stipulate, affirm and agree as follows:

1 Preamble, Schedules and Appendices

The preamble to this Agreement and any schedules and appendices attached hereto shall constitute an integral part hereof.

2 Definitions

Unless otherwise specifically stated herein, for the purpose of this Agreement each of the following terms shall have the respective meaning ascribed to it below:

Accounts Receivable	Company's rights to certain payments with respect to sales of Products, supplied and/or to be supplied by Company after the Effective Date;
Agreements	Sales agreements to which Company is a party, as detailed in Schedule 2A attached hereto and any other agreement;
Approvals	Any approvals, permits, licenses and authorizations issued to Company with respect to the sales and / or products, as detailed in Schedule 2B attached hereto;
Assets	the Equipment (including the Molds), Agreements, Inventory, Accounts Receivable, Approvals, Goodwill and the Company IP (including the Patent Applications) as defined herein;
Effective Date	the date hereof or any other date mutually agreed upon by the Parties hereto;
Equipment	Molds, materials, tools, utensils, apparatus and appliances as detailed in Schedule 2C attached hereto, and highlighted thereof.
Goodwill	All Goodwill developed or otherwise acquired by the Company with respect to Products.
Inventory	The inventory of Products as detailed in Schedule 2D attached hereto;

Products Any and all of Company's products as detailed in **Schedule 2E**;
Company IP Any and all of Company's proprietary rights, registered or otherwise, in connection with the Products including, but not limited to, registrations of, or applications for registration of, or usage rights, or licenses relating to patents, design patents, trademarks, trade names, business names, service marks, trade secrets, web-site domain and copyrights as detailed in **Schedule 2F**;

3 Representations and Warranties by Company

Company and Sellers (as specifically provided for below) hereby make the following representations to the Purchaser; and, by their respective signatures hereto, each of the Shareholders, for himself alone, represents to the Purchaser that he has no actual knowledge of any facts that contradict the following representations made by the Company to the Purchaser:

- 3.1 Company represents that Company is duly organized and validly existing under the laws of the State of _____, USA and has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business. Company has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.
- 3.2 Sellers represent that the Company has paid all consideration due, if any, in respect of acquiring and/or holding the Assets, and in fact holds all title to and possession rights in the Assets, free and clear of any claim, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, conditional sales agreement, license, encumbrance, restriction or other right of third parties of any kind or nature, whether voluntarily incurred or arising by operation of law, and including, without limitation, any agreement to provide any of the foregoing in the future, and any contingent sale or other title retention agreement or license in the nature thereof
- 3.3 Company represents that all corporate or other action on the part of the Company, which is necessary for the authorization, execution, delivery, and performance of this Agreement has been taken. This Agreement constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its respective terms, subject to the provisions of any applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application affecting enforcement of creditors' rights generally. No consent, approval, order, license, permit, action by, or authorization of or designation, declaration, or filing with any governmental authority or any third party is required that has not been obtained prior to the date hereof in connection with the valid execution, delivery and performance of this Agreement and/or with respect to any use which Purchaser may make of the Assets, or any of them.
- 3.4 Sellers represent that neither the execution and delivery of this Agreement nor compliance by the Company with the terms and provisions hereof, does or will conflict with, or does or will result in a breach or violation of (i) the Company's Articles of Association or By Laws, or other governing documents of the Company (ii) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign, to which Company is subject (iii) any agreement, contract, lease, license or commitment to which Company is a party or to which it is subject, or (iv) any applicable law, rule, regulation or statute to which it is subject. Such execution, delivery and compliance does not give to others any rights, in or with respect to any of the Assets.
- 3.5 Company represents that **Schedule 2F** hereto constitutes a complete and accurate list setting forth all of the intellectual property of the Company to be purchased hereunder by the Purchaser. The IP has been completely and duly purchased by the Company and / or solely and

independently been developed by the Company together with its employees and consultants and the Company's Shareholders, and prior to the date hereof all title in and rights to the IP which may have vested with the Company shareholders have been irrevocably and unconditionally assigned and transferred by them to the Company, free and clear of any claims, encumbrances or third party rights of any kind. On the date hereof, the Company holds full title in and to the IP, free and clear of all liens, claims, restrictions, third-party rights, or royalties. To the best knowledge of the Company, the IP does not and the use of the IP does not and will not infringe upon or violate any right, lien, or claim of others, and there are no circumstances related to same of which the Company is presently aware which may prevent the Purchaser from using the IP. The Company IP which has been developed or is currently being developed by any employee and/or consultant of the Company is the property solely of the Purchaser, There are no outstanding options, licenses, or agreements of any kind relating to the Company IP. No third party is or will be entitled to any compensation or other payment in connection with the sale, assignment and transfer of the Company IP to the Purchaser hereunder. The Company is not aware of any allegations relating to any violations (past, current or contemplated) by the Company of any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity.

- 3.6 Sellers represent that No action, proceeding or governmental inquiry or investigation which may affect the Company's obligations hereunder is pending and, to their knowledge, none of the foregoing is overtly threatened against the Company or any of its individuals and the Company, or against any of the Company's properties, before any court, arbitration board or tribunal or administrative or other governmental agency. None of the Sellers are parties to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or governmental agency or instrumentality which may affect the Company's obligations hereunder. There is no action, suit, proceeding or investigation by any of the Sellers currently pending or that any of the Sellers intend to initiate which may affect the Company's obligations hereunder.
- 3.7 Sellers represent that as of the date hereof, there is no known material fact or information relating to the Company and/or the Assets which may adversely affect the ability of the Company to perform its obligations hereunder that has not been disclosed in writing to the Purchaser by the Company herein. Neither this Agreement nor any of the agreements contemplated hereunder, written statement or certificates made or delivered in connection herewith, contains any untrue statement of a material fact or omits to state a material fact which may adversely affect the Company's obligations hereunder necessary to make the statement herein or therein not misleading.
- 3.8 Sellers represent that The Assets are in good operating condition, ordinary wear-and-tear excepted, and conform to their description in Schedules 2A, 2B, 2C, 2D and 2F hereto.

4 Sale and Assignment

- 4.1 Upon the execution of this Agreement, Company hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby acquires, receives and obtains by assignment from Company, as of the Effective Date, all of Company's rights and/or title in and to the Assets, free and clear of any claim, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, conditional sales agreement, license, encumbrance, restriction or other right of third parties of any kind or nature, whether voluntarily incurred or arising by operation of law, and including, without limitation, any agreement to provide any of the foregoing in the future, and any contingent sale or other title retention agreement or license in the nature thereof.
- 4.2 (a) Without derogating from the generality of the aforementioned, upon the execution of this Agreement, Company hereby sells conveys, transfers, assigns and delivers to Purchaser and Purchaser hereby acquires, receives and obtains by assignment from

Company, as of the Effective Date, the Accounts Receivable, the Agreements, the Approvals, the Equipment, the Goodwill and the Company IP.

- (b) The aforementioned assignment does not include assignment or transfer of any of Company's liabilities, unless and to the extent specifically and explicitly detailed in this Agreement and Purchaser does not and shall not assume or otherwise be responsible for, any liabilities of the Company, direct or indirect, including but not limited to any indebtedness, obligation, commitment, expense, claim, deficiency, guarantee or endorsement on behalf of any party, whether accrued, absolute, contingent, matured, unmatured or other, including any liability or obligation with respect to any employee or former employee of Company. In any event that a third party shall have a demand against the Purchaser with regard to the Assets, the Company shall indemnify the Purchaser in full.
 - (c) With regard to the Accounts Receivable, the Parties agree that any payments made to the Company in view of sales consummated prior to the signing of this Agreement, shall remain the property of the Company. Any payments made to the Company in view of sales consummated after to the signing of this Agreement, shall be property of the Purchaser, and Company shall immediately transfer any such payments to the Purchaser.
 - (d) With regard to the Inventory, the Parties agree that Company shall continue to sell the Inventory on an ordinary business basis and transfer to the Purchaser all and any income generated from such sales; Provided however, that the Purchaser has an option (but not obligation) to demand at any time that the Inventory (or any part thereof) be transferred to its actual control and possession.
 - (e) With regard to the domain recovertactical.com, the Sellers and/or any of them shall take all actions to transfer the domain within 14 days commencing on the date hereof.
- 4.3
- (a) Company and Purchaser shall co-operate to notify any party to the Agreements which is entitled thereto, of the assignment and transfer according to this Agreement, no later than 30 days after date of execution hereof.
 - (b) Company shall obtain the consent of each of the aforementioned third parties as well as any authority, to said assignment, inasmuch as such consent is required according to any applicable law, regulation or contract, as soon as practicable following the execution hereof but in any event not later than thirty (30) days from the date hereof.
 - (c) Company shall remain obligated towards any such third party until such time that the required consents have been obtained.
 - (d) Company shall obtain the consent of each and any authority to said assignment of any licenses, permits and authorizations, inasmuch as such consent is required according to any applicable law, regulation or contract for the sale of the Assets as well as for the continuance of sale and marketing of the Products in the US, as soon as practicable following the execution hereof but in any event not later than thirty (30) days from the date hereof.

5 Non Competition

Sellers acknowledge that the consideration to which Company is entitled hereunder is based upon, among other things, specific valuation of and payment for Sellers' obligations and undertakings not to compete with Purchaser as further detailed below, Sellers shall not:

- 5.1 Engage, directly or indirectly, in any capacity whatsoever, whether independently or as an employee, consultant or otherwise, through any corporate body and/or with or through others, in the business of design, development, manufacturing, marketing, advertising and / or selling the Products, its derivatives or any other activity which is in competition with the Purchaser [the “**Prohibited Business**”].
- 5.2 Accept any position, whether as employee, consultant or otherwise, or hold any interest, in any corporate body which is engaged in the Prohibited Business; provided, however that nothing stated herein shall preclude Sellers, or any of them, from owning a stock interest not greater than 5% in any publicly traded corporation.
- 5.3 The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

6 General Obligations

- 6.1 Any liabilities and obligations relating to the rights and assets being sold and transferred according to this Agreement, including payments due to any authority or third party relating to such rights and assets, and any legal proceedings, all of which relate to causes of action arising on or prior to the Effective Date, shall be borne by Company, regardless of the date such liabilities and obligations are being claimed.
- 6.2 Sellers shall indemnify Purchaser and hold harmless it and its affiliates, officers, directors, principals, attorneys, agents or other representative, from and against any and all costs, losses (including without limitation diminution in value), taxes, liabilities, obligations, damages, lawsuits, deficiencies, claims, demands, and expenses (whether or not arising out of third-party claims), including without limitation interest, penalties, costs of mitigation, losses in connection with any laws and regulations, including but not limited to environmental law, lost profits and other losses resulting from any shutdown or curtailment of operations, attorneys’ fees and all amounts paid in investigation, defense or settlement of any of the foregoing, arising out of, resulting from or incident to (i) any breach of any representation or warranty or the inaccuracy of any representation, made by Company and / or Sellers in or pursuant to this Agreement; (ii) any breach of any covenant or agreement made by Company in or pursuant to this Agreement; and (iii) any liability of the Company imposed upon Purchaser by reason of Purchaser’ status as transferee of the Assets.
- 6.3 The Sellers represents that the Company shall generate at least USD \$260,000 (Two Hundred and sixty Thousand Dollars) in annual revenue from the products within a period of 12 (twelve) months, commencing on the date hereof.
- 6.4 Immediately upon the signing of this Agreement, Sellers hereby undertake that they: (i) shall refrain from any use of the brand "Recover"; (ii) shall refrain from use of any Company IP that has been purchased from the Company pursuant to this Agreement; and (iii) shall wind up and legally liquidate the Company within a period of 12 (twelve) months, commencing on the date hereof. Such undertakings shall not prevent the Company from selling the remaining Inventory in ordinary business course and transfer all income to the Purchaser, except if Purchaser requires to cease such activity.
- 6.5 The Sellers represent that **Schedule 2D** is an accurate current and up-to-date "snapshot" record of its Inventory. Such Inventory shall be distributed and sold by the Company: (i) all revenues due to sales consummated prior to the date hereof shall belong to the Company; and (ii) any income generated due to sales thereafter shall be considered part of the Accounts Receivable and

belong to the Purchaser, which may set-off same from the Consideration installments at its sole discretion.

7 Consideration

As consideration for all rights and assets sold, assigned and transferred by Company to Purchaser according to this Agreement, and in particular the Goodwill, Company IP and the Molds, as well as all other commitments made by the Sellers herein, Company shall be entitled to:

- 7.1 An aggregate price of USD \$500,000 (Five Hundred Thousand Dollars) (the "**Consideration**"), to be paid in installments, pursuant to Schedule 7.1.
- 7.2 The Consideration is inclusive of any and all taxes and/or levies due in connection with the sale, transfer and assignment of the Assets hereunder, including VAT, if applicable, at the rates legally applicable on the dates of payment, against issuance of proper VAT invoices. Sellers herewith consent and authorize Purchaser to withhold any taxes deductible at source in connection with such payment and deduct same according to the requirements of any applicable laws.
- 7.3 The Consideration constitutes the full and complete consideration due to Company and Sellers hereunder in respect of the sale, transfer and assignment of the Assets and all and any of the Sellers' commitments hereunder, and no further consideration is or will become due to Company and / or Sellers in connection therewith. Company and Sellers acknowledge and agree that such consideration reflects the mutually agreed upon value of the Assets, together with the limitations assumed by the Sellers regarding competition and Sellers have no objection nor any demands or claims therewith.

8 Proprietary Information and Confidentiality

- 8.1 Sellers are aware that all Assets being sold, transferred and assigned to Purchaser hereunder, including all information relating thereto and/or to the Products, including but not limited to technical, proprietary, sales, legal and financial data and information with respect to the Assets and the Products, whether documentary, written, oral or computer generated, shall be deemed to be proprietary information of Purchaser, and shall be referred to as "**Proprietary Information**", which, by way of illustration but not limitation, shall include trademarks, brand names, patent applications, trade and business secrets, processes, patents improvements, ideas, inventions (whether reduced to practice or not), techniques, products, technologies (actual or planned), marketing plans, strategies, forecasts, customer and/or suppliers lists and/or relations, research and development activities, formulas, data, know-how, designs, discoveries, models, vendors, computer hardware and software, drawings, operating procedures, pricing methods, marketing strategies, future plans, dealings and transactions.
- 8.2 Sellers agree and declares that all Proprietary Information, and other intellectual property rights in connection therewith ("**Confidential Information**"), are, as of the date hereof, solely Purchaser's property.
- 8.3 At all times from the date hereof and thereafter, Sellers shall keep in confidence and trust all Confidential Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Confidential Information without the prior written consent of Purchaser.
- 8.4 Without derogating from the generality of the foregoing, Sellers: (i) will not copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Confidential Information, or any part thereof, without Purchaser' prior written consent; (ii) shall exercise the highest degree of care in safeguarding the Confidential Information against loss, theft

or other inadvertent disclosure and will take all reasonable steps necessary to ensure the maintaining of confidentiality; (iii) shall promptly deliver to Purchaser all Confidential Information and any and all copies thereof, that came to its possession in any manner whatsoever, and shall not retain and/or make copies thereof in whatever form nor thereafter make any further use of any kind or nature of the Confidential Information.

8.5 The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

9 General

9.1 No amendment or modification of this Agreement or any provision thereof shall come into effect unless duly embodied in a written instrument and executed by the parties hereto.

9.2 The headings and titles in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

9.3 Any and all notices or other information to be provided by one party to another shall be in writing and shall be deemed sufficiently given when sent by prepaid registered or certified first-class mail, facsimile transmission, or hand delivery to the other party. Notices shall be deemed to have been received five (5) business days after mailing if sent by mail, and the following business day if sent by facsimile transmission or delivered by hand.

9.4 This Agreement will be governed by and construed in accordance with the laws of the State of Israel, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Israel or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Israel to be applied. The courts of Tel-Aviv-Jaffa shall have sole and exclusive jurisdiction over any disputes among the parties related to this Agreement, but Purchaser is permitted to apply to any other court in order to protect its rights hereunder.

9.5 The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. Neither party may assign any of its rights and obligations hereunder without the prior written consent of the other, provided however, that Purchaser may assign its rights and obligations hereunder to any of its affiliates provided such party assumes all of Purchaser rights and obligations under this Agreement.

9.6 Upon the terms and subject to the conditions contained herein, the Company and Purchaser agree (i) to use their respective best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and give effect to the transactions contemplated by this Agreement, (ii) to execute any documents, instruments or conveyances of any kind which may be necessary or advisable to carry out any of the transactions contemplated hereunder, and (iii) to cooperate with each other in connection with the foregoing.

9.7 No delay or omission to exercise any right, power or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any of the Parties shall be cumulative and not alternative.

9.8 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement

and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

- 9.9 This Agreement may be executed in any number of counterparts, each of, which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.
- 9.10 The Shareholders, by their respective signatures below, jointly and severally authorize and approve of the Company executing and performing this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST HEREINABOVE MENTIONED.


<u> </u> Purchaser By: _____ Date: _____	<u> </u> Company By: _____ Date: _____	<u> </u> Tamir Date: _____	<u> </u> Motti Date: _____	<u> </u> Aaron Date: _____	<u> </u> Ron Date: _____
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and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms, provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.


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Purchaser
By: _____
Date: _____



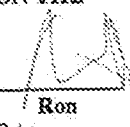
Company
By: _____
Date: _____



Tamir
Date: _____

Motil
Date: _____

Aaron
Date: _____



Ron
Date: _____

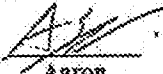
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DATE FIRST HEREINABOVE MENTIONED.

Purchaser
By: _____
Date: _____

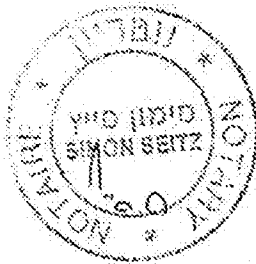
Company
By: _____
Date: _____

Tamir
Date: _____

Motti
Date: _____


Aaron
Date: 27/11/15

Ron
Date: _____



AZ

received five (5) business days after mailing if sent by mail, and the following business day if sent by facsimile transmission or delivered by hand.

- 9.4 This Agreement will be governed by and construed in accordance with the laws of the State of Israel, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Israel or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Israel to be applied. The courts of Tel-Aviv-Jaffa shall have sole and exclusive jurisdiction over any disputes among the parties related to this Agreement, but Purchaser is permitted to apply to any other court in order to protect its rights hereunder.
- 9.5 The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. Neither party may assign any of its rights and obligations hereunder without the prior written consent of the other, provided however, that Purchaser may assign its rights and obligations hereunder to any of its affiliates provided such party assumes all of Purchaser rights and obligations under this Agreement.
- 9.6 Upon the terms and subject to the conditions contained herein, the Company and Purchaser agree (i) to use their respective best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and give effect to the transactions contemplated by this Agreement, (ii) to execute any documents, instruments or conveyances of any kind which may be necessary or advisable to carry out any of the transactions contemplated hereunder, and (iii) to cooperate with each other in connection with the foregoing.
- 9.7 No delay or omission to exercise any right, power or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any of the Parties shall be cumulative and not alternative.
- 9.8 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 9.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.
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DATE FIRST HEREINABOVE MENTIONED.

Purchaser
By: _____
Date: _____

Company
By: _____
Date: _____

Tamir
Date: _____

Motti
Date: 11/15/02

Aaron
Date: _____

Ron
Date: _____

Schedule 2F

(1) Recover word mark - serial number: 86198817, registration number: 4605462; and (2) Recover stylized form mark - serial number: 86206909, registration number: 4609824.