

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

YEDA RESEARCH AND DEVELOPMENT
COMPANY LTD.,

Plaintiff,

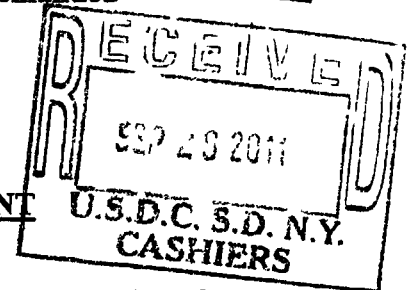
v.

ICAD INC.,

Defendant.

JUDGE ENGELMAYER

11 **CIV 6824**
Civil Action No.
Jury Trial Demanded



COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Yeda Research and Development Company Ltd. ("Yeda"), for its
Complaint against Defendant iCAD Inc. ("iCAD"), alleges as follows:

THE PARTIES

1. Yeda is a corporation organized under the laws of the State of Israel, having a place of business in Rehovot, Israel. Yeda markets and commercializes new developments emerging from the laboratories of the Weizmann Institute of Science (the "Weizmann Institute"). The Weizmann Institute is one of the top-ranking multidisciplinary research institutions in the world.

2. On information and belief, iCAD is a corporation organized and existing under the laws of the State of Delaware with a principal place of business in Nashua, New Hampshire. On information and belief, iCAD is in the business of manufacturing and/or providing computer-aided detection programs, systems, and/or

services, including, but not limited to, programs, systems, and/or services related to dynamic contrast-enhanced magnetic resonance imaging such as SpectraLook®, VividLook, OmniLook, CADvue™ (viewing software), and VersaVue Enterprise (viewing software), as well as VeraLook (CT, colon), and distributing and/or selling those programs, systems, and/or services in this District and throughout the United States.

NATURE OF THE ACTION

3. This is an action arising under the patent laws of the United States (Title 35, United States Code, § 100, *et seq.*) based upon the infringement by iCAD of one or more of Yeda's U.S. Patent Nos. 6,353,803 ("the '803 patent"), 6,611,778 ("the '778 patent"), 6,553,327 ("the '327 patent"), 7,110,903 ("the '903 patent"), 7,228,246 ("the '246 patent"), 7,437,256 ("the '256 patent"), and 7,245,748 ("the '748 patent") (collectively herein, the "Degani Patents").

PATENT INFRINGEMENT

4. Hadassa Degani is a professor at the Weizmann Institute. Professor Degani has devoted her career to investigating the causes and progression of cancer, as well as the development of improved cancer diagnostics and therapies by means of new and advanced methods of magnetic resonance imaging and spectroscopy. In the course of this work, Professor Degani has made a number of ground-breaking inventions that have revolutionized the field of cancer diagnostics, MRI-assisted surgeries, and therapeutic monitoring by presenting meaningful pharmacokinetic data in a readily accessible way. Professor Degani's inventions are the subject of numerous patents owned by Yeda, including the Degani Patents asserted in this action.

5. In July 2002, Degani and Yeda entered into an agreement (“the 2002 Contract”) with a company known as 3TP LLC to develop and commercialize the subject matter of the Degani Patents in the United States and throughout the world. The name of this company was a reference to “three time points,” which is one embodiment of the inventions in the Degani Patents in which data is obtained at three discrete time points in time. 3TP LLC was based in White Plains, New York, within this District. Under the 2002 Contract, 3TP LLC, which later changed its name to CAD Sciences, was granted a license to the Degani Patents. In addition, pursuant to the 2002 Contract, Professor Degani personally provided assistance and training to the staff of CAD Sciences, including at least Andreas Muehler and Naira Muradyan, as well as supervised and assisted in developing programs, systems, and/or services that CAD Sciences could offer to its customers. As part of this assistance, Professor Degani provided CAD Sciences with information regarding clinical trials previously conducted in the United States with guidance from Professor Degani. On information and belief, CAD Sciences used this information in its submission to the U.S. Food and Drug Administration (“FDA”) seeking approval to market and sell products based on the inventions of the Degani Patents.

6. In July 2003, CAD Sciences received approval from the FDA, and started to market and sell products based on the inventions of the Degani Patents.

7. After CAD Sciences materially breached the 2002 Contract, Yeda terminated the agreement in May 2007.

8. In or about July 2008, iCAD purchased the assets of CAD Sciences.

9. Because the 2002 Contract had been terminated, iCAD did not have, and has never had, a license under the Degani Patents. After it acquired the assets of CAD Sciences, however, iCAD continued to make, use, sell, and/or offer to sell products, programs, systems, and/or services embodying the subject matter of the Degani Patents, as well as to develop new products based on Degani's invention, including, but not limited to SpectraLook®, VividLook, OmniLook, CADvue™, VersaVue Enterprise, and VeraLook. On information and belief, iCAD continues to distribute, sell, and/or offer to sell those products in the State of New York and throughout the United States.

10. Beginning in 2009, Yeda contacted iCAD and requested that iCAD take a license under the Degani patents. However, iCAD has declined to do so.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over Yeda's patent infringement claims under 28 U.S.C. §§ 1331 and 1338(a).

12. This Court has personal jurisdiction over iCAD, by virtue of, *inter alia*, iCAD having conducted business in New York, having availed itself of the rights and benefits of New York law, and having engaged in substantial and continuing contacts with the State.

13. On information and belief, iCAD conducts substantial business in this judicial district, regularly solicits business from, does business with, and derives value from goods and services provided to customers in this judicial district, and has committed acts of infringement in this judicial district, including selling and offering to sell the accused products and/or services, and such acts are and will be continuing.

14. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(b) because, on information and belief, iCAD has committed and is

continuing to commit acts of infringement in this judicial district, provides a substantial volume of goods and does a substantial amount of business within this judicial district, and thus purposefully avails itself of the privilege of conducting activities within New York.

**THE PATENTS-IN-SUIT
(THE DEGANI PATENTS)**

15. The allegations of ¶¶ 1-14 are incorporated herein by reference.

16. Yeda is the owner of all right, title and interest to and in U.S. Patent No. 6,353,803 (“the ’803 patent”), entitled “APPARATUS FOR MONITORING A SYSTEM IN WHICH A FLUID FLOWS,” which was duly and legally issued by the United States Patent and Trademark Office on March 5, 2002, to Hadassa Degani and assigned to Yeda. A true and correct copy of the ’803 patent is attached to this Complaint as **Exhibit A**.

17. Yeda is the owner of all right, title and interest to and in U.S. Patent No. 6,611,778 (“the ’778 patent”), entitled “APPARATUS FOR MONITORING A SYSTEM IN WHICH A FLUID FLOWS,” which was duly and legally issued by the United States Patent and Trademark Office on August 26, 2003, to Hadassa Degani and assigned to Yeda. A true and correct copy of the ’778 patent is attached to this Complaint as **Exhibit B**.

18. Yeda is the owner of all right, title and interest to and in U.S. Patent No. 6,553,327 (“the ’327 patent”), entitled “APPARATUS FOR MONITORING A SYSTEM WITH TIME IN SPACE AND METHOD THEREFORE,” which was duly and legally issued by the United States Patent and Trademark Office on April 22, 2003,

to Hadassa Degani and assigned to Yeda. A true and correct copy of the '327 patent is attached to this Complaint as **Exhibit C**.

19. Yeda is the owner of all right, title and interest to and in U.S. Patent No. 7,110,903 ("the '903 patent"), entitled "APPARATUS FOR MONITORING A SYSTEM WITH TIME IN SPACE AND METHOD THEREFORE," which was duly and legally issued by the United States Patent and Trademark Office on September 19, 2006, to Hadassa Degani and assigned to Yeda. A true and correct copy of the '903 patent is attached to this Complaint as **Exhibit D**.

20. Yeda is the owner of all right, title and interest to and in U.S. Patent No. 7,228,246 ("the '246 patent"), entitled "APPARATUS FOR MONITORING A SYSTEM WITH TIME IN SPACE AND METHOD THEREFORE," which was duly and legally issued by the United States Patent and Trademark Office on May 6, 2007, to Hadassa Degani and assigned to Yeda. A true and correct copy of the '246 patent is attached to this Complaint as **Exhibit E**.

21. Yeda is the owner of all right, title and interest to and in U.S. Patent No. 7,437,256 ("the '256 patent"), entitled "APPARATUS FOR MONITORING A SYSTEM WITH TIME IN SPACE AND METHOD THEREFORE," which was duly and legally issued by the United States Patent and Trademark Office on October 14, 2008, to Hadassa Degani and assigned to Yeda. A true and correct copy of the '256 patent is attached to this Complaint as **Exhibit F**.

22. Yeda is the owner of all right, title and interest to and in U.S. Patent No. U.S. Patent No. 7,245,748 ("the '748 patent"), entitled "APPARATUS FOR MONITORING A SYSTEM WITH TIME IN SPACE AND METHOD FOR

DIAGNOSING A CONDITION OF A PROSTATE,” which was duly and legally issued by the United States Patent and Trademark Office on July 17, 2007, to Hadassa Degani and assigned to Yeda. A true and correct copy of the ’748 patent is attached to this Complaint as **Exhibit G**.

THE ACCUSED PRODUCTS

23. The Accused Products are imaging systems, such as dynamic contrast-enhanced magnetic resonance imaging systems, and associated software and/or services designed for use on and/or loaded onto, such systems. Upon information and belief, these Accused Products are marketed and/or sold by iCAD in the State of New York and throughout the United States. At least the following systems, software, and/or services infringe one or more of the Degani Patents: SpectraLook®, VividLook, OmniLook, CADvue™, VersaVue Enterprise, and/or VeraLook.

24. The manufacture, use, sale, and offer for sale of SpectraLook®, VividLook, OmniLook, CADvue™, VersaVue Enterprise, and/or VeraLook are covered by the Degani Patents, and Yeda has the right to enforce the Degani Patents.

25. On information and belief, iCAD was aware of the existence of the Degani Patents prior to the filing of this complaint. iCAD does not have a license to the Degani Patents.

FIRST COUNT FOR RELIEF (INFRINGEMENT OF THE ’803 PATENT)

26. The allegations of ¶¶ 1-25 are incorporated herein by reference.

27. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of the ’803 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or

indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '803 patent.

28. iCAD directly infringes and/or will infringe the '803 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '803 patent.

29. iCAD was aware of the existence of the '803 patent prior to the filing of this complaint, but has refused to take a license to the '803 patent.

30. On information and belief, iCAD indirectly infringes the '803 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

31. On information and belief, iCAD contributes to the infringement of the '803 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

32. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '803 patent under 35 U.S.C. § 271(a), (b) and (c).

33. Yeda has been and continues to be damaged by iCAD's infringement of the '803 patent and is entitled to damages.

34. On information and belief, iCAD's infringement of one or more claims of the '803 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

35. On information and belief, iCAD's infringement of the '803 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

**SECOND COUNT FOR RELIEF
(INFRINGEMENT OF THE '778 PATENT)**

36. The allegations of ¶¶ 1-35 are incorporated herein by reference.

37. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of the '778 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '778 patent.

38. iCAD directly infringes and/or will infringe the '778 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '778 patent.

39. iCAD was aware of the existence of the '778 patent prior to the filing of this complaint, but has refused to take a license to the '778 patent.

40. On information and belief, iCAD indirectly infringes the '778 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

41. On information and belief, iCAD contributes to the infringement of the '778 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

42. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '778 patent under 35 U.S.C. § 271(a), (b) and (c).

43. Yeda has been and continues to be damaged by iCAD's infringement of the '778 patent and is entitled to damages.

44. On information and belief, iCAD's infringement of one or more claims of the '778 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

45. On information and belief, iCAD's infringement of the '778 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

THIRD COUNT FOR RELIEF
(INFRINGEMENT OF THE '327 PATENT)

46. The allegations of ¶¶ 1-45 are incorporated herein by reference.

47. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of the '327 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '327 patent.

48. iCAD directly infringes and/or will infringe the '327 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '327 patent.

49. iCAD was aware of the existence of the '327 patent prior to the filing of this complaint, but has refused to take a license to the '327 patent.

50. On information and belief, iCAD indirectly infringes the '327 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

51. On information and belief, iCAD contributes to the infringement of the '327 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

52. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '327 patent under 35 U.S.C. § 271(a), (b) and (c).

53. Yeda has been and continues to be damaged by iCAD's infringement of the '327 patent and is entitled to damages.

54. On information and belief, iCAD's infringement of one or more claims of the '327 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

55. On information and belief, iCAD's infringement of the '327 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

FOURTH COUNT FOR RELIEF
(INFRINGEMENT OF THE '903 PATENT)

56. The allegations of ¶¶ 1-55 are incorporated herein by reference.

57. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of

the '903 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '903 patent.

58. iCAD directly infringes and/or will infringe the '903 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '903 patent.

59. iCAD was aware of the existence of the '903 patent prior to the filing of this complaint, but has refused to take a license to the '903 patent.

60. On information and belief, iCAD indirectly infringes the '903 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

61. On information and belief, iCAD contributes to the infringement of the '903 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

62. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '903 patent under 35 U.S.C. § 271(a), (b) and (c).

63. Yeda has been and continues to be damaged by iCAD's infringement of the '903 patent and is entitled to damages.

64. On information and belief, iCAD's infringement of one or more claims of the '903 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

65. On information and belief, iCAD's infringement of the '903 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

**FIFTH COUNT FOR RELIEF
(INFRINGEMENT OF THE '246 PATENT)**

66. The allegations of ¶¶ 1-65 are incorporated herein by reference.

67. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of the '246 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '246 patent.

68. iCAD directly infringes and/or will infringe the '246 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '246 patent.

69. iCAD was aware of the existence of the '246 patent prior to the filing of this complaint, but has refused to take a license to the '246 patent.

70. On information and belief, iCAD indirectly infringes the '246 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

71. On information and belief, iCAD contributes to the infringement of the '246 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

72. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '246 patent under 35 U.S.C. § 271(a), (b) and (c).

73. Yeda has been and continues to be damaged by iCAD's infringement of the '246 patent and is entitled to damages.

74. On information and belief, iCAD's infringement of one or more claims of the '246 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

75. On information and belief, iCAD's infringement of the '246 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

**SIXTH COUNT FOR RELIEF
(INFRINGEMENT OF THE '256 PATENT)**

76. The allegations of ¶¶ 1-75 are incorporated herein by reference.

77. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of the '256 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '256 patent.

78. iCAD directly infringes and/or will infringe the '256 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '256 patent.

79. iCAD was aware of the existence of the '256 patent prior to the filing of this complaint, but has refused to take a license to the '256 patent.

80. On information and belief, iCAD indirectly infringes the '256 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

81. On information and belief, iCAD contributes to the infringement of the '256 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

82. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '256 patent under 35 U.S.C. § 271(a), (b) and (c).

83. Yeda has been and continues to be damaged by iCAD's infringement of the '256 patent and is entitled to damages.

84. On information and belief, iCAD's infringement of one or more claims of the '256 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

85. On information and belief, iCAD's infringement of the '256 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

**SEVENTH COUNT FOR RELIEF
(INFRINGEMENT OF THE '748 PATENT)**

86. The allegations of ¶¶ 1-85 are incorporated herein by reference.

87. On information and belief, iCAD has infringed and continues to infringe, contributorily infringe and/or induce the infringement of one or more claims of

the '748 patent, pursuant to 35 U.S.C. §§ 271(a), (b), and/or (c), either directly or indirectly, literally or under the doctrine of equivalents, by making, using, offering for sale, and/or selling in the United States, without authority, the Accused Devices that are covered by one or more claims of the '748 patent.

88. iCAD directly infringes and/or will infringe the '748 patent by making, using, selling, offering for sale, and importing the Accused Devices and related software and/or services practicing the claimed inventions of the '748 patent.

89. iCAD was aware of the existence of the '748 patent prior to the filing of this complaint, but has refused to take a license to the '748 patent.

90. On information and belief, iCAD indirectly infringes the '748 patent by knowingly inducing the infringement of this patent by end users of its Accused Products.

91. On information and belief, iCAD contributes to the infringement of the '748 patent because iCAD knows that its Accused Products are made for use in infringement and are not suitable for substantial non-infringing use.

92. iCAD's participation in, contribution to, aiding, abetting, and/or inducement of the use of Accused Devices constitutes infringement of one or more claims of the '748 patent under 35 U.S.C. § 271(a), (b) and (c).

93. Yeda has been and continues to be damaged by iCAD's infringement of the '748 patent and is entitled to damages.

94. On information and belief, iCAD's infringement of one or more claims of the '748 patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

95. On information and belief, iCAD's infringement of the '748 patent is exceptional and entitles Yeda to attorneys' fees and costs incurred in prosecuting this action in accordance with 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, Yeda respectfully requests that this Court enter judgment in its favor against iCAD and grant the following relief:

A. an adjudication that iCAD has infringed one or more claims of the '803, '778, '327, '903, '246, '256, and/or '748 patent under 35 U.S.C. §§ 271(a), (b), and/or (c), by the commercial manufacture, use, offer for sale, or sale in the United States, and/or importation or distribution into the United States, of the Accused Products before the expiration of the '803, '778, '327, '903, '246, '256, and/or '748 patent;

B. a judgment declaring that the commercial manufacture, use, offer for sale, or sale in the United States, and/or importation or distribution into the United States, of the Accused Products, or inducing or contributing to such conduct, would constitute infringement of one or more claims of the '803, '778, '327, '903, '246, '256, and/or '748 patent by iCAD pursuant to 35 U.S.C. § 271(a), (b) and/or (c);

C. a determination that iCAD's infringement is and has been willful, and that this is an exceptional case under 35 U.S.C. § 285;

D. an award of damages sustained as a result of iCAD's infringement, in an amount to be ascertained at trial, including (i) a reasonable royalty on sales of the Accused Products; and (ii) Yeda's lost profits;

E. a trebling for any and all damages pursuant to 35 U.S.C. § 284;

F. an assessment of pre-judgment and post-judgment interest and costs against iCAD, together with an award of such interest and costs, in accordance with 35 U.S.C. § 284;

G. an award of reasonable attorneys' fees, pursuant to 35 U.S.C. § 285;

H. an order directing iCAD to pay reasonable royalties to Yeda for any continued use, sale or distribution of the Accused Devices, or of any other devices the commercial manufacture, use, offer to sell, sale, importation or distribution of which constitutes infringement of the '803, '778, '327, '903, '246, '256, and/or '748 patents; and

I. such other and further relief as this Court may deem just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Yeda hereby demands a trial by jury on all issues properly so triable.

Dated: September 28, 2011

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

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