

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GT Gettaxi Limited	07/29/2013
RECEIVING PARTY DATA	
Name:	Kreos Capital IV (Expert Fund) Limited
Street Address:	47 Esplanade
City:	St. Helier
State/Country:	JERSEY
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	29408626
Application Number:	29420159
Application Number:	61710589
CORRESPONDENCE DATA	
Fax Number:	6175231231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-570-1000
Email:	rthomas@goodwinprocter.com
Correspondent Name:	Ryan E. Thomas
Address Line 1:	Goodwin Procter LLP
Address Line 2:	Exchange Place, 53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109-2881
ATTORNEY DOCKET NUMBER:	128557-216398
NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	08/01/2013

OP \$120.00 29408626

PATENT

Total Attachments: 6

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated July 29, 2013, is made by and between (i) GT Gettaxi Limited. (the “**Grantor**”), a corporation organized under the laws of Cyprus under registered number 271894 whose registered office is at 17 Gr. Xenopoulou Street, 3106 Limassol, Cyprus, and (ii) Kreos Capital IV (Expert Fund) Limited (“**Kreos**”), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated July 29, 2013 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by the Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in Schedule A (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor (other than new domain names which shall not be subject to the aforesaid update unless explicitly required by the Lender) and/or the application for registration, development or acquisition of any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements) (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GT GETTAXI LIMITED.

By: _____

Name: _____

Title: _____

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

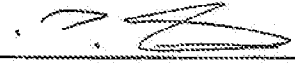
By: RAUL STEIN _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GT GETTAXI LIMITED.

By:  _____

Name: TAL BRENER

Title: CFO

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

Name: _____

Title: _____

SCHEDULE A

Patents:

Issued Patents:

<u>Patent #</u>	<u>Issue Date</u>	<u>Owned By</u>	<u>Title</u>

Patent Applications:

<u>Patent Application #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Title</u>
29/408,626	12/11/11	GT Gettaxi Limited	GRAPHICAL USER INTERFACE FOR ORDERING TRANSPORTATION
29/420,159	5/4/12	GT Gettaxi Limited	USER INTERFACE FOR ORDERING TRANSPORTATION
61/710/589	10/5/12	GT Gettaxi Limited	SYSTEM AND METHOD FOR DEMONSTRATING A TRANSPORTATION ORDERING PROCESS

Trademarks:

Issued Trademarks:

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Mark</u>

Trademark Applications:

<u>Serial #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Mark</u>
79/103,499 (Abandoned)	9/6/11	GT Gettaxi Limited	GET TAXI &Device (old logo) in class 39
79/117,228	12/18/11	GT Gettaxi Limited	GET TAXI &Device (new logo) in class 39
86/003,298	7/5/13	GT Gettaxi Limited	G-Car (new logo) in class 39
86/003,327	7/5/13	GT Gettaxi Limited	GetTaxi G-Car (new logo) in class 39

Copyrights:

Registered Copyrights:

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Description</u>
		GT Gettaxi Limited	
		GT Gettaxi Limited	

Unregistered Copyrights:

The GetTaxi application is a proprietary digital application for ordering, dispatching, and transacting taxi and car service rides via mobile phones, smartphones – iPhone, Android and Blackberry systems – and a designated web interface (accessed in the company's websites). The GetTaxi application connects customers and drivers using the application's proprietary GPS system, and enables users to order a taxicab or a car service via the various aforementioned platforms.

Domain Names:

Gettaxi.co.il
Gettaxi.co.uk
Gettaxi.ru
Gettaxi.com