

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2912448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GREENROAD DRIVING TECHNOLOGIES LTD.	05/15/2014
RECEIVING PARTY DATA	
Name:	KREOS CAPITAL IV (EXPERT FUND) LIMITED
Street Address:	47 ESPLANADE
City:	ST HELIER
State/Country:	JERSEY
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	12915199
Application Number:	13438779
Application Number:	13544869
Application Number:	13658683
Application Number:	13828726
Application Number:	13874552
Application Number:	29431931
Patent Number:	7389178
Patent Number:	7561054
Patent Number:	8682572
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:	Aaron.Lewin@jmbdavis.com
Correspondent Name:	JMB DAVIS BEN-DAVID
Address Line 1:	8 HARTOM STREET
Address Line 2:	PO BOX 45087
Address Line 4:	JERUSALEM, ISRAEL
ATTORNEY DOCKET NUMBER:	96088/1.995
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/Aaron Lewin/

PATENT

DATE SIGNED:	06/25/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 9 source=US IP Security Agreement#page1.tif source=US IP Security Agreement#page2.tif source=US IP Security Agreement#page3.tif source=US IP Security Agreement#page4.tif source=US IP Security Agreement#page5.tif source=US IP Security Agreement#page6.tif source=US IP Security Agreement#page7.tif source=US IP Security Agreement#page8.tif source=US IP Security Agreement#page9.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated May 15, 2014, is made by and between (i) Greenroad Driving Technologies Ltd., a company incorporated in Israel under registered number 51-3524587 whose registered office is at 5 Begin Menachem Street Beit Dagan, 5020000 Israel, 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 May 15, 2014 (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 and 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 and/or the application for, 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.

GREENROAD TECHNOLOGIES LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

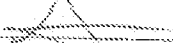
By: _____

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.

GREENROAD TECHNOLOGIES LTD

By:  _____

Name: Zee Brauche

Title: President & CEO

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

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.

GREENROAD TECHNOLOGIES LTD.

By: _____

Name: _____

Title: _____

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>
		Greenroad Driving Technologies Ltd.	

Patent Applications:

<u>Patent Application #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Title</u>
		Greenroad Driving Technologies Ltd.	

Trademarks:

Issued Trademarks:

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Mark</u>
		Greenroad Driving Technologies Ltd.	

Trademark Applications:

<u>Serial #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Mark</u>
		Greenroad Driving Technologies Ltd.	
		Greenroad Driving Technologies Ltd.	

Copyrights:

Registered Copyrights:

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Description</u>
		Greenroad Driving Technologies Ltd.	
		Greenroad Driving Technologies Ltd.	

Unregistered Copyrights:

Domain Names:

List of IP

1. Patent and patent applications

Docket	Country	Status	Provisional	App. Number	Title	Inventors	Dates	Law firm	Law docket
R001	IL (Israel) US ZA CN JP IN	Granted		IL160805 US7389178	Vehicle Driver behavior analysis and evaluation	Greenroad Driving technologies Ltd.	IL 11/2009 US 06/2008 ZA 09/2008 CN 12/2010 JP 11/2011 IN 02/2014		
R002		Granted		IL187634 US7561054	Displaying a Driver Profile	Greenroad Driving technologies Ltd.	AU 02/2010 IL 12/2009 US 07/2009		
R007	US	Granted		US682572 12/915,199	Idle Detection for Improving Fuel Consumption Efficiency in a Vehicle	Greenroad Driving technologies Ltd.			
R005	IL US EU	Pending		IL201810 US13/438,779	High-risk road segments warning system	Greenroad Driving technologies Ltd.	IL 05/2011 US 04/2012 EU 03/2012		
R006	IL US	Pending		IL213373 US12/915,199	Evaluating vehicle's fuel consumption	Greenroad Driving technologies Ltd.	IL 10/2009 EU 10/2010 US 10/2010		
R007	IL EU	Pending		IL214092	Idle Detection for Improving Fuel Consumption Efficiency in a Vehicle	Greenroad Driving technologies Ltd.	EU 03/2012 IL 03/2012		
R008	IL US	Pending		IL218688 US13/544,869	A method for evaluating safety of driving events based on range of events' properties	Greenroad Driving technologies Ltd.	IL 07/2011 US 07/2012		
R009	IL US	Pending		IL218979 US13/874,552 (with R011)	Automatic orientation detection using accelerometer and GPS	Greenroad Driving technologies Ltd.	IL 03/2012 US 05/2013		
R010	IL US	Pending		IL219577 US13/828,726	Scoring mechanism	Greenroad Driving technologies Ltd.	IL 04/2012 US 03/2013		
R011	IL US	Pending		IL222614 US13/874,552 (with R009)	Asimov dynamic orientation	Greenroad Driving technologies Ltd.	IL 10/2012		
R012	EU US	Pending EU Allowed US		29/431,931	Asimov UI Design Patent	Greenroad Driving technologies Ltd.	EU 09/2012 US 09/2012 (Allowed 4/2014)		
R013	IL	Pending		IL222615	Asimov trip management, idling and out-of-cradle detection	Greenroad Driving technologies Ltd.	IL 10/2012		
R014	US	Pending		US13/658,683	(Asimov) User Interface for Driver Performance application	Greenroad Driving technologies Ltd.	US 10/2012		

2. Trademarks and trademarks applications

Mark	File /Country	Registration Date	Registration Number	Status
Greenroad Driving Technologies Ltd. (IL) -- Logo, Greenroad, Greenroad technologies	IL trademarks		IL209613 IL209614 IL209615	Registered
Greenroad Driving technologies Inc. (US) -- Logo, Greenroad, Greenroad technologies	US trademarks		US4265279 US4265248 US3966600 85340558 85363463 77298760	Registered
Green Road technologies Inc. (US) --	UK trademarks		UK0002466551	Registered

3. Web domains

greenroad.com
blogs.greenroad.com
dev.greenroad.com
greenroadtech.com
new.greenroad.com
news.greenroad.com
www.greenroadtech.com

4. Description of the Company's know how.

GreenRoad is the leader in driver performance and safety management for fleets and other organizations. The unique GreenRoad Driver Improvement Loop uses technology-based, personalized driver self-improvement to immediately transform driving culture and deliver the best drivers on the road.