

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3057695

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	HIGHCON SYSTEMS LTD.	06/30/2014
RECEIVING PARTY DATA		
Name:	NUSHA HOLDINGS LTD.	
Street Address:	ARIE SCHENKAR 11 ST.	
City:	HERZELYA	
State/Country:	ISRAEL	
Name:	H.N.D INVESTMENTS LTD.	
Street Address:	ARIE SCHENKAR 11 ST.	
City:	HERZELYA	
State/Country:	ISRAEL	
Name:	NIKA HOLDINGS LTD.	
Street Address:	HAMA'AVAK 9 ST.	
City:	GIVATAYIM	
State/Country:	ISRAEL	
Name:	SCINTILLA FUND LP	
Street Address:	MAPLES CORPORATE SERVICES LIMITED	
Internal Address:	P.O. BOX 309	
City:	UGLAND HOUSE	
State/Country:	CAYMAN ISLANDS	
Postal Code:	KY1-1104	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Application Number:	13108450	
Patent Number:	8708881	
Application Number:	13108389	
Application Number:	61405664	
Application Number:	13865758	
Application Number:	61531007	
Application Number:	14342118	
Application Number:	61563120	
503011095		PATENT REEL: 033917 FRAME: 0711

Property Type	Number
Application Number:	61596379
Application Number:	13684196
Application Number:	61641298
Application Number:	13875726
Application Number:	61641458
Application Number:	13875781
Application Number:	61641534
Application Number:	13875894
Application Number:	61703239

CORRESPONDENCE DATA

Fax Number: (215)751-2205

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.

Phone: 215-751-2358

Email: patents@schnader.com

Correspondent Name: RONALD J. VENTOLA II

Address Line 1: SCHNADER HARRISON SEGAL & LEWIS LLP

Address Line 2: 1600 MARKET STREET, SUITE 3600

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	3014573-0001
NAME OF SUBMITTER:	RONALD J. VENTOLA II
SIGNATURE:	/Ronald J. Ventola II Reg. No. 44,387/
DATE SIGNED:	10/08/2014

Total Attachments: 13

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DEBENTURE

THIS DEBENTURE (the "**Debenture**") is made as of the 30 day of June, 2014 ("**Signing Date**"), by and among **Nusha Holdings Ltd.** a private company organized under the laws of the State of Israel (company number 51-3889287) with offices located at Arie Schenkar 11 St., Herzelya; **H.N.D Investments Ltd.** a private company organized under the laws of the State of Israel (company number 51-3889279) with offices located at Arie Schenkar 11 St., Herzelya; **Nika Holdings Ltd.** a private company organized under the laws of the State of Israel (company number 51-4201458) with offices located at Hama'avak 9 St, Givatayim; **Scintilla Fund LP**, a private corporation organized under the laws of Cayman Islands with registered offices located at Maples Corporate Services Limited, P.O. Box 309, Ugland House, KY1-1104, Cayman Islands (each – a "**Co-Lender**", and together - the "**Lender**") and **Highcon Systems Ltd.**, a private company organized under the laws of the State of Israel (company number 514347160), with offices located at 4 Faran St., Yavne 8122503, Israel (the "**Company**" or the "**Borrower**").

The Lender and the Company shall be each referred to as a "**Party**", and together the "**Parties**".

The term "**Debenture**" shall be read to include all schedules, annexes and exhibits to this Debenture.

The term "**Transaction Documents**" shall be read to include this Debenture and all other agreements and documents of any kind to be executed by the Company pursuant to this Debenture (including but not limited to, any and all pledge agreements).

1.3 Securities

The repayment by the Borrower of all amounts due or which may become due to the Lender in accordance with the provisions of this Debenture and/or by law shall be secured by the following pledges and securities for the benefit of the Lender (the "Pledges"):

1.3.4 a single, first ranking fixed charge on all Company's IP.

5.8 Intellectual Property.

5.8.1 Schedule 5.8.1 hereto contains a complete list of all Intellectual Property, as such definition provided below.

5.8.8 "Intellectual Property" means any and all tangible (in whatever form or medium) or intangible intellectual property rights protected in any jurisdiction in the world, including:

5.8.8.1 Patents, provisional patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same;

IN WITNESS WHEREOF the parties have signed this Debenture in one or more counterparts as of the date first appearing above.

[signatures in the following page]

The Borrower:

Highcon Systems Ltd.

By: _____

Name: Aviv Ratzman

Title: CEO

The Lender:

Scintilla Fund LP

By its General Partner, Scintilla Holdings
Ltd.

Name: _____

Title: _____

Nika Holdings Ltd.

By: _____

Name: _____

Title: _____

Nusha Holdings Ltd.

By: _____

Name: _____

Title: _____

H.N.D Investments Ltd.

By: _____

Name: _____

Title: _____

The Borrower:

Highcon Systems Ltd.

By: _____

Name: _____

Title: _____

The Lender:

Scintilla Fund LP

By its General Partner, Scintilla
Holdings Ltd.

Name: ZACK KEWAN

Title: CEO

Nika Holdings Ltd.

By: _____

Name: _____

Title: _____

Nusha Holdings Ltd.

By: _____

Name: _____

Title: _____

H.N.D Investments Ltd.

By: _____

Name: _____

Title: _____

The Borrower:

Highcon Systems Ltd.

By: _____

Name: _____

Title: _____

The Lender:

Scintilla Fund LP

By its General Partner, Scintilla
Holdings Ltd.

Name: _____

Title: _____

Nika Holdings Ltd.

By: _____

Name: _____

Title: _____

Nusha Holdings Ltd.

By: _____

Name: _____

Title: _____

H.N.D Investments Ltd.

By: _____

Name: _____

Title: _____

The Borrower:

Highcon Systems Ltd.

By: _____

Name: _____

Title: _____

The Lender:

Scintilla Fund LP

By its General Partner, Scintilla
Holdings Ltd.

Name: _____

Title: _____

Nika Holdings Ltd.

By: _____

Name: _____

Title: _____

Nusha Holdings Ltd.

By: *R. B. Yami*

Name: *Roy Beni Yami*

Title: *DIRECTOR*

H.N.D Investments Ltd.

By: *A. Lustig*

Name: *Amir Lustig*

Title: *DIRECTOR*

Patent Record Listing by ID

Application No	Application Dt	Grant No	Grant Date	Expiration Date
13/108,450	16-May-2011			16-May-2031
13/108,526	16-May-2011	8,708,881	29-Apr-2014	16-May-2031
13/108,389	16-May-2011			16-May-2031

Patent Record Listing by ID

Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/405,664 13/865,758	22-Oct-2010 18-Apr-2013			22-Oct-2030 27-Sep-2031
Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/531,007 14/342,118	04-Sep-2011 28-Feb-2014			04-Sep-2031 03-Sep-2032

Patent Record Listing by ID

Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/563,120	23-Nov-2011			23-Nov-2031
61/596,379	08-Feb-2012			08-Feb-2032
13/684,196	22-Nov-2012			22-Nov-2032

Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/641,298	02-May-2012			02-May-2013
13/875,726	02-May-2013			02-May-2033

Patent Record Listing by ID

Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/641,458 13/875,781	02-May-2012 02-May-2013			02-May-2013 02-May-2033

Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/641,534 13/875,894	02-May-2012 02-May-2013			02-May-2013 02-May-2033

Application No	Application Dt	Grant No	Grant Date	Expiration Date
61/703,239	19-Sep-2012			19-Sep-2013

Patent Record Listing by ID

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