

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3348554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GREEN SQL LTD.	05/04/2015
RECEIVING PARTY DATA	
Name:	KREOS CAPITAL IV (EXPERT FUND) LIMITED
Street Address:	47 ESPLANADE
City:	ST HELIER
State/Country:	JERSEY
Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET
Internal Address:	SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13698055
Application Number:	13813662
Application Number:	14380036
Application Number:	14386825
Application Number:	14541416
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 4:	JERUSALEM, ISRAEL
ATTORNEY DOCKET NUMBER:	96088/9.995
NAME OF SUBMITTER:	AARON LEWIN

SIGNATURE:	/Aaron Lewin/
DATE SIGNED:	05/12/2015
Total Attachments: 7 source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page1.tif source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page2.tif source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page3.tif source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page4.tif source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page5.tif source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page6.tif source=GreenSQL - US IP - Signed - 040515 GreenSQL - US IP - Signed - 040515#page7.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated May 4, 2015, is made by and between (i) Green SQL Ltd. (the “**Borrower**”), a corporation organized under the laws of the State of Israel, with registered offices at 1 HaRechev Street, Tel Aviv-Yafo 6777134, Israel, (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 JE1 0BD, and (iii) Silicon Valley Bank, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) (Bank and Kreos are hereinafter jointly and severally, individually and collectively, referred to as “**Creditors**”).

WHEREAS, Creditors and the Borrower, have entered into that certain Agreement for the Provision of a Loan Facility dated May 4, 2015 (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 Borrower and Creditors, are attached as exhibits; and

WHEREAS, under the terms of both the Debenture - Floating Charge and the Debenture - Fixed Charge, Borrower has agreed, to secure the Loan to be provided under the Loan Agreement by way of, among other things a first priority security interest over the intellectual property of Borrower to Creditors, and the Borrower has agreed as a condition thereof and without derogating from the charges granted pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording such security interest with the U.S. Patent and Trademark Office and/or U.S. Copyright Office, as applicable, on any intellectual property owned by the Borrower and registered and/or filed in the United States 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, Borrower agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge and Notice of Assignment attached thereto (collectively, the “**Charge Agreements**”), Borrower hereby grants to Creditors 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 United States 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 United States registered copyrights and applications therefore set forth in Schedule A (the “**Copyrights**”), all as currently owned by the Borrower or which shall be owned in the future by the Borrower (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,

Copyrights or Trademarks in the United States by the Borrower, and the Borrower shall file amendments to Schedule A to that effect pursuant to said Section of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Borrower to Creditors under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Borrower to Creditors now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements (the “**Secured Obligations**”).

Section 3. Recordation. Borrower authorizes and requests that the Commissioner of Patents and Trademarks and Copyright, as applicable, record this IP Security Agreement.

Section 4. Right to Request Information. Each of the Creditors shall have the right to request, and Borrower shall promptly provide to Creditors 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 Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Creditors 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 the Creditors shall terminate and be of no force upon payment in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to the Creditors hereunder, Creditors shall execute all documents reasonably necessary to remove the security interest granted by Borrower hereunder and take any action reasonably necessary to remove the security interest granted by Borrower hereunder, including without limitation, the filing of a Termination Statement in the U.S. Patent and Trademark Office and/or U.S. Copyright Office, as applicable, for the affected Patents and Trademarks and Copyright, as applicable.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Borrower and Creditors 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.

GREEN SQL LTD.

By:  GREENSQL LTD.

Name: Amit

Title: CFO

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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GREEN SQL LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Borrower and Creditors 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.

GREEN SQL LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: Sam Stala

Name: Sam Stala

Title: VP

SCHEDULE A

Patents

Issued Patents

Patent #	Issue Date	Owned By	Title

List of Patent Applications:

Patent Application #	Filing Date	Owned By	Title
13698055	17/5/2011	Green SQL Ltd.	Database Translation System And Method
13813662	1/8/2011	Green SQL Ltd.	Reverse Proxy Database System And Method
14380036	20/2/2013	Green SQL Ltd.	Dynamic Data Masking System And Method
14386825	19/3/2013	Green SQL Ltd.	Database Antivirus System And Method
14541416	14/11/2014	Green SQL Ltd.	Smart Database Caching
13698055	17/5/2011	Green SQL Ltd.	Database Translation System And Method
13813662	1/8/2011	Green SQL Ltd.	Reverse Proxy Database System And Method

Trademarks

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

List of Trademark Applications:

<u>Serial #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Mark</u>

Domain Names:

[To be checked with the Company]