

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3370472

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SOURCE OF SOUND LTD. | 05/20/2015 |
| RECEIVING PARTY DATA | |
| Name: | MIZRAHI TEFAHOT BANK, LTD. |
| Street Address: | 7 JABOTINSKY ST. |
| City: | RAMAT GAN |
| State/Country: | ISRAEL |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8804972 |
| CORRESPONDENCE DATA | |
| Fax Number: | (215)751-2205 |
| <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> | |
| Phone: | 215-751-2000 |
| Email: | jgodish@schnader.com |
| Correspondent Name: | RONALD J. VENTOLA II |
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| Address Line 2: | 1600 MARKET STREET, SUITE 3600 |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 |
| ATTORNEY DOCKET NUMBER: | 3014977-0001 |
| NAME OF SUBMITTER: | JESSICA L. GODISH |
| SIGNATURE: | /Jessica L. Godish/ |
| DATE SIGNED: | 05/27/2015 |
| Total Attachments: 3 | |
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U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated 20 May, 2015, is made by and between (i) Source of Sound Ltd., a company incorporated in Israel under registered number 51-373603-3 whose registered office is at 19 Yad Haruzim, Netanya, Israel (“**Grantor**”), and (ii) Mizrahi Tefahot Bank, Ltd., a company incorporated in Israel under registered number 520000522 whose registered office is at 7 Jabotinsky St., Ramat Gan, Israel (“**Lender**”, which expression shall include their respective successors and assigns).

WHEREAS, Lender and Grantor have entered into that certain loan agreement dated 20 May, 2015 (the “**Loan Agreement**”), to which a Debenture (“**Charge Agreement**”), executed by the Grantor and the Lender, is attached as an exhibit; and

WHEREAS, the Grantor and Bank Mizrahi have previously entered into, and may in the future enter into, additional agreements for the provision bank services (“**Bank Mizrahi Agreements**”); and

WHEREAS, under the terms of the Debenture, Grantor has agreed, among other things, to grant a first priority floating and fixed charge over the intellectual property of Grantor to Lender, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture, 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, the parties agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Charge Agreement, Grantor hereby grants to Lender an unlimited security interest in and to all right, title and interest to 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 “**Collateral**”).

Section 2. Security for Obligations. The grant of an unlimited security interest in the Collateral by Grantor to Lender 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 Lender, now or hereafter existing under or in respect of the Loan Agreement, the Bank Mizrahi Agreements, and the Charge Agreement, or under any other future financing arrangement between the Grantor and the Lender (the “**Secured Obligations**”).

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

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the Bank Mizrahi Agreements and/or the Charge Agreement and in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the Bank Mizrahi Agreements or the Charge Agreement, the provisions of the Loan Agreement, the Bank Mizrahi Agreements or the Charge Agreements will prevail.

Source of Sound Ltd.
19 Yad Haruzim St. Netanya
Tel: 972-9-8658371

Section 5. 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. Provided, however, that the Lender shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 6. Termination. This IP Security Agreement and the security interest granted hereunder to Lender shall terminate and be of no force with respect to the Lender upon satisfaction in full of the Secured Obligations of Grantor to the Lender. Upon termination of this IP Security Agreement and the security interest granted to the Lender hereunder, the Lender shall execute all documents necessary to remove the security interest granted to the Lender by Grantor hereunder and take any action 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.

IN WITNESS WHEREOF, Grantor and the Lender 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.

SOURCE OF SOUND LTD.
By: *Gal Guntin*
Name: Source of Sound Ltd.
49 Yad Harutzim St. Netanya
Title: Tel: 972-9-8858370

MIZRAHI TEFAHOT BANK, LTD.

By: *TZITZEL BARUCH*
Name: Dani Maor
Corporate Department Manager
Title: *[Signature]*

SCHEDULE A

Patents:

Patents and Patent Applications:

US Patent 8804972B2 (Earplug Sealing Test).

~~Source of Sound Ltd.
19 Yad Hamizim St. Malaysia
Tel: 972-9-8656370~~