

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3902897

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	REDUXIO SYSTEMS LTD.	05/19/2016
RECEIVING PARTY DATA		
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.	
Street Address:	47 ESPLANADE	
City:	ST HELIER	
State/Country:	JERSEY	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	12405734	
Application Number:	14153369	
Application Number:	14586391	
Application Number:	14703193	
Application Number:	14977859	
Application Number:	14615016	
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:	96088/18.995	
NAME OF SUBMITTER:	AARON LEWIN	
SIGNATURE:	/Aaron Lewin/	
DATE SIGNED:	06/06/2016	
Total Attachments: 6		
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PATENT

REEL: 038809 FRAME: 0580

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. Intellectual Property Security Agreement (“**IP Security Agreement**”) dated May 19, 2016, is made by and between (i) **Reduxio Systems Ltd.**, a corporation organized under the laws of the State of Israel, with registered offices at 2 Granit Street, Petach Tikva, Israel (the “**Borrower**”), and (ii) Kreos Capital V (Expert Fund) L.P (“**Kreos**”), a company incorporated in Jersey under registered number 108240 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Borrower, have entered into that certain Agreement for the Provision of a Loan Facility dated May 19, 2016 (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 Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, the Borrower has agreed, among other things, to grant a first priority floating charge over the intellectual property of Reduxio Systems Ltd. to Kreos and under the Debenture - Fixed Charge, the Borrower has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Reduxio Systems Ltd. to Kreos, and the Borrower 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, the Borrower agrees as follows:

1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), the Borrower 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 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(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Borrower, and the Borrower shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

2. Security for Obligations. The grant of a security interest in the Collateral by the Borrower 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 the Borrower 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**”).

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

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

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, 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.

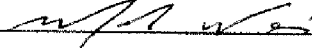
6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court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

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 the Borrower hereunder and promptly take any action reasonably necessary to remove the security interest granted by the Borrower hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, the Borrower 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.

REDUXIO SYSTEMS LTD.

Name: 

Title: CEO

KREOS CAPITAL V (EXPERT FUND) L.P

Name: _____

Title: _____

IN WITNESS WHEREOF, the Borrower 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.

REDUXIO SYSTEMS LTD.

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P

Name: _____

Title: _____

SCHEDULE A

Reduxio Trade and Service Marks

Mark	Classes	Country	Application Number	Application Date	Status
REDUXIO	9, 37, 41, 42	US	86910165	17 Feb 2016	Filed
BACKDATING	9, 42	US	86910520	17 Feb 2016	Filed
NORESTORE	9, 42	US	86910572	17 Feb 2016	Filed
NODUP	9, 42	US	86910610	17 Feb 2016	Filed

Reduxio Systems – Authorized Inventions

Docket	Pearl Cohen Ref.	Area	Country	Status	Provisional	App #	Pub #	Pat #	Title	Inventors	Dates
CRP-003	P-79773-US	core	US	issued	61/037,390	12/405,734	20090240764	8,959,199	Network Storage System for a Download Intensive Environment	Nir Peleg; Amnon Strasser; Or Sagi	Provisional: 18-mar-2008; Filed: 17-mar-2009; Published: 24-sep-2009; allowed: 7-oct-2014; Issued: 17-feb-2015
RDX-001	P-79776-US	core	US	Filed	61/751,878	14/153,369	20140222772		A Storage System and Methods for Time Continuum Data Retrieval	Nir Peleg; Amnon Strasser; Or Sagi	Provisional: 13-jan-2013; Filed: 13-jan-2014; Published: 7-aug-2014;
RDX-002	P-79777-US	core	US	Filed	61/922,109	14/586,391	20150186450		A System and Methods Thereof for Transaction Tracking in a Distributed Storage System	Nir Peleg; Or Sagi	Provisional: 31-dec-2013; Filed: 30-dec-2014; Published: 02-jul-2015
RDX-012	P-79782-US	mgmt	US	Filed	61/988,253	14/703,193	20150317403		A System and Methods for Management of Data Based	Erez Voitiz, Robert Hofner	Filed: 4-may-2014; Published: 05-

									Bookmarks		nov-2015
RDX-014	P-79261-US	core	US	Filed		14/977,859			A System and Method for Automated Hard Disk Drive (HDD) Data Organization	Avi Goren	Filed:22-dec-2015
RDX-015	P-79773-US1	core	US	pending		14/615,016	20150149786		Network Storage System for a Download Intensive Environment	Nir Peleg; Amnon Strasser; Or Sagi	Filed: 5-feb-2015; Published: 28-may-2015

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reduxio.com
 reduxio.co
 reduxio.biz
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 reduxio.org