

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3948065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CIVAN ADVANCED TECHNOLOGIES LTD.	06/16/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ELBIT SYSTEMS ELECTRO-OPTICS ELOP LTD.	
<b>Street Address:</b>	5 HAMADA ST.	
<b>City:</b>	REHOVOT	
<b>State/Country:</b>	ISRAEL	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	13701045
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)857-6395	
<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>		
<b>Phone:</b>	2028576000	
<b>Email:</b>	patentdocket@ArentFox.com	
<b>Correspondent Name:</b>	ARENT FOX LLP	
<b>Address Line 1:</b>	1717 K STREET, NW	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006	
<b>ATTORNEY DOCKET NUMBER:</b>	028832.00035	
<b>NAME OF SUBMITTER:</b>	ERIC WOLKWITZ	
<b>SIGNATURE:</b>	/eric wolkwitz/	
<b>DATE SIGNED:</b>	07/05/2016	
<b>Total Attachments: 7</b>		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page1.tif		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page2.tif		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page3.tif		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page4.tif		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page5.tif		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page6.tif		
source=028832_00035_Security-Deed-as-filed_07-05-2016#page7.tif		

## PATENTS SECURITY DEED

This PATENTS SECURITY DEED (this "Deed") dated as of June [REDACTED], 2016 is made by Civan Advanced Technologies Ltd., a company incorporated under the laws of the State of Israel (the "Company"), in favor of Elbit Systems Electro-Optics Elop Ltd., a company incorporated under the laws of the State of Israel (the "Secured Party").

WHEREAS, the Company and the Secured Party have entered into a License and Development Agreement dated as of December 7, 2015 (the "License Agreement");

WHEREAS, the Company and the Secured Party have also entered into a Security Agreement dated as of June [REDACTED], 2016 (the "Security Agreement"), pursuant to which the Company has, absolutely and unconditionally, charged and pledged in favour of the Secured Party by way of a first ranking fixed charge and pledge (the "Fixed Charge") in all its right, title and interest in and to the Licensed Technology, including, without limitation, all of the following: (i) the patents, patent rights and patent applications listed on Exhibit A attached hereto and any other patents, patent rights or patent applications included in the Licensed Technology and all patents issuing thereon or claiming priority therefrom, including reissues, divisions, continuations, continuations-in-part, extensions, renewals, amendments, reexaminations and foreign counterparts thereto (the "Patents"); (ii) any claim by the Company against third parties for past, present or future infringement of any Patent, including the right to receive damages, in order to enforce its rights under the License Agreement and under the Security Agreement; and (iii) all Inventor Notebooks, Patent Files (as both terms are defined in the Security Agreement) and other Documentation associated therewith, as well as Company's rights relating to the Patents under any agreements with employees or former employees of the Company (collectively, the "Charged Assets") and to register the Fixed Charge at the relevant Patent Office in any jurisdiction;

WHEREAS, pursuant to the Security Agreement, the Company is required to execute and deliver to the Secured Party this Deed; and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings set forth in the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1.1. The Company agrees that the Secured Party will act to register the Fixed Charge at any official relevant registry.

1.2. The Company hereby, absolutely and unconditionally, charges and pledges in favour of the Secured Party by way of a first ranking fixed charge and pledge in all the Charged Assets.

1.3. The Company specifically acknowledges that the Fixed Charge created by the Company under this Deed and the Security Agreement shall rank first in priority to any other Encumbrances or Security Interests (as both terms are defined in the Security Agreement) created by the Company and that, subject to the provisions of Section 2.4 of the Security Agreement, without the prior written consent of the Secured Party, the Company will not pledge, mortgage, charge or create any other

Encumbrances or Security Interest over or with respect to the Charged Assets, subject, however, to, and without derogating from (i) any right of the Company under the License Agreement and (ii) the right of the Company to use (in any manner) or grant to third parties licenses or right of use (of any sort) in the Charged Assets if same do not conflict with the provisions of the License Agreement and/or the Security Agreement.

1.4. The Company shall not (a) sell, assign or transfer, grant any other Encumbrance in (subject to the provisions of Section 2.4 of the Security Agreement), to or over any Patent or any other Charged Asset, or (b) otherwise dispose of any Charged Asset, or agree to do any of the foregoing in section (a)-(b) at any future time, in each case, in a manner inconsistent with the terms and conditions of the License Agreement.

1.5. The Company will not take any action which could prejudice the enforceability of the Fixed Charge created under this Deed and under the Security Agreement.

1.6. The Fixed Charge granted pursuant to this Deed is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Fixed Charge made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Deed and the Security Agreement, the Security Agreement shall control.

1.7. If the Company shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or re-examination of any existing patent or patent application, all to the extent included in the Licensed Technology, the provisions of this Deed shall automatically apply thereto. The Company shall give prompt notice in writing to the Secured Party with respect to any such new patent rights. Without limiting the Company's obligations under this section, the Company hereby authorizes the Secured Party unilaterally to modify this Deed by amending Exhibit A to include any such new patent rights of the Company. Notwithstanding the foregoing, no failure to so modify this Deed or amend Exhibit A shall in any way affect, invalidate or detract from the Secured Party's continuing Fixed Charge in the Patents, whether or not listed on Exhibit A. **The company will resign this Deed and Exhibit A if required to do so in order to comply with the registration of the Fixed Charge with the relevant official registry.**

1.8. This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. A signed Deed received by a party hereto via facsimile will be deemed an original, and binding upon the party who signed it.

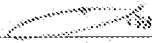
1.9. This Deed shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the principles thereof relating to conflict of laws. The competent courts of the city of Tel Aviv-Jaffa shall have exclusive

jurisdiction to hear all disputes arising in connection with this Deed and no other courts shall have any jurisdiction whatsoever in respect of such disputes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Patents Security Deed, as of the date first written above.

ELBIT SYSTEMS ELECTRO-OPTICS ELOP LTD.

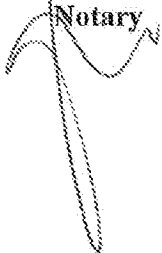
By:  \_\_\_\_\_

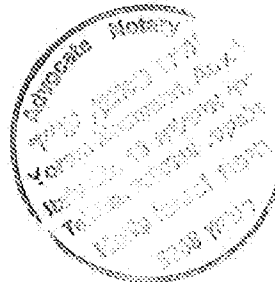
Name:

Title:

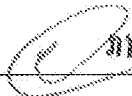
Address: 5 HaMada St. Rehovot, Israel

I, the undersigned, Advocate & Notary Naumann Yoram of 18 Italy Street, Haifa, Israel, hereby confirm that on June 16, 2016, Messrs. Elad Aharonson and Zachi Hadad whom I know personally (or whom I identified by means of identity cards no. 025187170 and 028735561, respectively), appeared before me and signed on behalf of ELBIT SYSTEMS ELECTRO-OPTICS ELOP LTD. and that their signature is binding on ELBIT SYSTEMS ELECTRO-OPTICS ELOP LTD. in all respects.

\_\_\_\_\_  
Notary  




CIVAN ADVANCED TECHNOLOGIES LTD.

By: \_\_\_\_\_  סגן  
טכנולוגיות מתקדמות  
בע"מ

Name: Dr. Eyal Shekel

Title: Chief Executive Officer

Address: 64 Kanfei Nesharim St., Jerusalem, Israel

I, the undersigned, Advocate & Notary Naumann Yoram of 18 Italy Street, Haifa, Israel, hereby confirm that on June 16, 2016, Mr. Eyal Shekel whom I know personally (or whom I identified by means of identity card no. 057860520), appeared before me and signed on behalf of CIVAN ADVANCED TECHNOLOGIES Ltd. and that his signature is binding on CIVAN ADVANCED TECHNOLOGIES Ltd. in all respects.

\_\_\_\_\_  
Notary

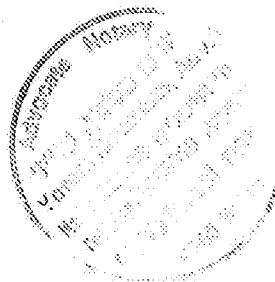


Exhibit A  
Patents List

Exhibit A  
Registered Intellectual Property List

Registered Intellectual Property owned by Licensor

Application Number	Patent Title	Type
206143	Coherent Optical Amplifier	IL
PCT/IL2011/000418	Coherent Optical Amplifier	PCT
US2013/0107343 A1	Coherent Optical Amplifier	US
11789345.3	Coherent Optical Amplifier	EU
239349	Coherent Optical Amplifier	IL

22

- 2/c