

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4150849

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SCKIPIO TECHNOLOGIES S.I LTD.	10/31/2016
RECEIVING PARTY DATA	
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.
Street Address:	47 ESPLANADE
City:	ST HELIER
State/Country:	JERSEY
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	14387913
Application Number:	14387924
Application Number:	14432930
Application Number:	15208198
Application Number:	14438090
Application Number:	14899347
Application Number:	15124581
Application Number:	62144938
Application Number:	62319309
Application Number:	61950246
Application Number:	62246616
Application Number:	62279852
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 2:	PO BOX 45087
Address Line 4:	JERUSALEM, ISRAEL

ATTORNEY DOCKET NUMBER:	96088/26.995
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/Aaron Lewin/
DATE SIGNED:	11/20/2016

Total Attachments: 11

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated October 31, 2016, is made by and between (i) Skipio Technologies S.I Ltd., a company incorporated in Israel under registered number 514725001 whose registered office is at 10 Ahaliav Street, Ramat Gan 5252263, Israel ("Grantor"); and (ii) Kreos Capital V (Expert Fund) L.P., a company incorporated in Jersey under registered number 2001 whose registered office is at 47 Esplanade, St Helier, Jersey; (the "Lender" which expression shall include its respective successors and assigns).

WHEREAS, the Lender, the Grantor and Skipio Inc. (the "Subsidiary"), have entered into that certain Agreement for the Provision of a Loan Facility dated October 31, 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 Grantor and the Lender, are attached as exhibits; and

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

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the "Charge Agreements"), the Grantor hereby grants to the Lender 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 therefor 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 therefor set forth in Schedule A (the "Copyrights"), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (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 or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor to the Lender under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor and/or the Subsidiary to the Lender, 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").

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

Section 4. Right to Request Information. The Lender shall have the right to request, and the Grantor shall promptly provide 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 Parties do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender 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 Lender shall terminate and be of no force upon satisfaction in full of the Secured Obligations of the Grantor to the Lender. Upon termination of this IP Security Agreement and the security interest granted to the Lender hereunder, the Lender shall promptly execute all documents necessary to remove the security interest granted by the Grantor hereunder and take any action necessary to remove the security interest granted by the Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the 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.

SCKIPIO TECHNOLOGIES S.I LTD.

By: _____

Name: David Baum

Title: CEO

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the 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.

SCKIPIO TECHNOLOGIES S.I LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

SCHEDULE A

List of IP

1. Patent and patent applications (See in the following file)

Docket	Country	Status	Provisional	App. Number	Title	investors	Dates	Law firm	Law docket

2. Trademarks and trademarks applications

Mark	File /Country	Registration Date	Registration Number	Status

3. Web domains

Domain Name	Owner
www.Skipio.com	David Baum

4. Software and products of the company (including software and products which are still in development).

List of Products:

- SCK3001- 4 ports G.fast Digital Front-End (DFE) System-On-Chip (SOC). This chip is used together with the SCK1002 chip to implement a Distribution Point Unit (DPU), typically for a Fiber-to-the-Distribution-Point (FTTdp) installation.
- SCK1001 - Single port G.fast Digital Front-End (DFE) System-On-Chip (SOC). This chip is used together with the SCK1002 chip to implement the Customer Premise Equipment (CPE), typically for modems and residential gateways.
- SCK1002 - Single port G.fast Analog Front-End (AFE). This chip is the analog interface to the line. It is used with the SCK3001 and with the SCK1001.
- SCK3016EVM – 16 ports G.fast DPU Evaluation module, which is sold to customers in order to evaluate the company technology (DP side)
- CP1010-EVM - G.fast bridge CPE with single GbE - Evaluation module, which is sold to customers in order to evaluate the company technology (CPE side)
- CP1020SFP-EVM - G.fast SFP bridge Evaluation module, which is sold to customers in order to evaluate the company technology (SFP form factor, CPE side)
- DPU-HW-LIC – Hardware Development Kit for G.fast DP. This includes hardware design information for G.fast DP.
- CPE-HW-LIC – Hardware Development Kit for G.fast CPE. This includes hardware design information for G.fast CPE.
- DPU-SW-LIC – Software Development Kit for G.fast DP. This includes the software SDK and software drivers required to develop G.fast DP.
- CPE-SW-LIC – Software Development Kit for G.fast CPE. This includes the software SDK and software drivers required to develop G.fast CPE.

- SCK3101 (in development) – 2nd generation 8 ports G.fast Digital Front-End (DFE) System-On-Chip (SOC). This chip is used together with the SCK1102 chip to implement a Distribution Point Unit (DPU), typically for a Fiber-to-the-Distribution-Point (FTTdp) installation.
- SCK1102 (in development) - 2nd generation single port G.fast Analog Front-End (AFE). This chip is the analog interface to the line. It is used with the SCK3101 and with the SCK1001.

5. Description of the Company's know how.

Sckipio is a semiconductor company focused on G.fast ITU standard. Sckipio was founded by a veteran team of communications experts with deep experience in broadband access and home networking solutions.

Sckipio is a leader in G.fast technology. The Company is working with leading Telco's and many Telcos have already selected Sckipio's technology. Sckipio has developed extensive essential IP and unique system features that are required to implement G.fast DPs and CPEs. Among those features:

- Built-in vectoring calculated in a distributed manner
- Very short initialization time, best user experience
- Higher link stability facilitated by unique OLR
- Very short roundtrip latency, <2msec including retransmission
- Low power

Sckipio is highly experienced in VLSI designs including highly complex chips.

Sckipio's 70-person G.Fast team helped create many important communications standards including ADSL, VDSL, WiMax, LTE, WIFI, HomePNA, HomePlug, G.hn, G.Fast and MoCA.

CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGED
Patents and Patent Applications of SCKIPIO TECHNOLOGIES S. I Ltd.
Prosecuted by Korakh & Co. September 2016

BK Ref	Application No./ Filing date	Country	Status		
TRANSMISSION SCHEME FOR COMMUNICATION SYSTEMS INVENTORS: RAMI VERBIN, GUY REINA, RON STERENSON					
004085PC	PCT/IB2013/052499 28 March 2013	PCT	Expired		
004085IL	234853 28 September 2014	Israel	Issued		
004085US	14/387,913 25 September 2014	USA	Allowed		
004085JP	2015-502536 September 26, 2014	Japan	Pending		
004085EP	13767721 29 October 2014	EPO	Pending		
004085KR	10-2014-7030303 October 28, 2014	Korea	Pending		
FRAMING SCHEME AND METHOD FOR DIGITAL COMMUNICATION OVERHEAD AND LATENCY REDUCTION INVENTORS: GUY REINA, RAMI VERBIN, RON STERENSON					
004289PC	PCT/IB2013/052502 28 March 2013	PCT	Expired		
004289IL	234854 28 September 2014	Israel	Pending		
004289US	14/387,924 25 September 2014	USA	Pending		
004289JP	2015-502537 September 25, 2014	Japan	Pending		
004289EP	13770039 October 27, 2014	EPO	Pending		
004289KR	10-2014-7030302 October 28, 2014	Korea	Pending		

HYBRID PRECODER
INVENTORS:, RAMI VERBIN, RANI KEREN , GUY REINA

004211PC	PCT//IL2013/050810	PCT	Expired		
	3 October 2013				
004211IL	238099	Israel	Pending		
	April 1, 2015				
004211US	14/432,930	USA	Pending		
	April 1, 2015				
004211USD	15/208,198	USA	Pending		
	July 12, 2016				
004211EP	13844432	Europe	Pending		
	April 16, 2015				

POWER SAVING IN VECTORED OPERATION
INVENTORS:, RAMI VERBIN, GUY REINA, RANI KEREN

004226PC	PCT//IL2013/050865	PCT	Expired		
	25 October 2013				
004226IL	238412	Israel	Allowed		
	April 24, 2015				
004226US	14/438,090	USA	Pending		
	April 24, 2015				
004226EP	13848609	Europe	Pending		
	May 22, 2015				

OLR
INVENTORS: GUY REINA, RAMI VERBIN,

004355PC	PCT//IL2014/050554	PCT	Filed		
	June 18, 2014				
004355US	14/899,347	US	Filed		
	December 17, 2015				
004355EP	14812920.	Europe	Filed		
	December 17, 2015				
004355IL	243229	Israel	Filed		
	December 17, 2015				
004355KR	10-2016-7001348	Korea	Filed		

	January 18, 2016				
004355JP	2016-520803 December 17, 2015	Japan	Filed		
G.FAST OVER XDSL INVENTORS: RAMI VERBIN, AMIR KANCHUK					
004703USP	62/144,938 April 9, 2015	US Provisional Application	Expired		
004703USP2	62/319,309 April 7, 2016	US Provisional Application	Incorporated into PCT		
004703PC	PCT/IL2016/050376 April 8, 2016	PCT	Filed		
ETHERNET RELAY INVENTORS: RON STERENSON, GUY REINA,					
004493USP	61/950,246 March 10, 2014	US Provisional Application	Expired		
004493PC	PCT/IL2015/050250 March 10, 2015	PCT	Filed		
004493EP		Europe	In preparation		
004493US	15/124,581 September 8, 2016	USA	Filed		
004493TW	104107587 March 10, 2015	Taiwan	Pending		
MANAGEMENT AND OPTIMIZATION OF VECTORING PERFORMANCE INVENTORS: RAMI VERBIN, GUY REINA, OREN MANSOUR					
004815USP	62/246,616 October 27, 2015	US Provisional Application	Filed		
DYNAMIC BANDWIDTH ALLOCATION (DBA) FOR G.FAST INVENTORS: EREZ BEN-TOVIM, GUY REINA, RAMI VERBIN,					
004847USP	62/279,852	US Provisional	Filed		

	January 18, 2016	Application			
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