

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6089050

<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>
	SYTE - VISUAL CONCEPTION LTD	04/13/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	KREOS CAPITAL VI (EXPERT FUND) LP	
<b>Street Address:</b>	47 ESPLANADE	
<b>City:</b>	ST HELIER	
<b>State/Country:</b>	JERSEY	
<b>PROPERTY NUMBERS Total: 9</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8744180	
<b>Patent Number:</b>	9117143	
<b>Patent Number:</b>	9412182	
<b>Patent Number:</b>	9710928	
<b>Patent Number:</b>	10127688	
<b>Patent Number:</b>	6763148	
<b>Patent Number:</b>	7474759	
<b>Patent Number:</b>	7756291	
<b>Patent Number:</b>	8019118	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	aaron.lewin@jmbdavis.com	
<b>Correspondent Name:</b>	JMB DAVIS BEN-DAVID	
<b>Address Line 1:</b>	8 HARTOM STREET	
<b>Address Line 2:</b>	PO BOX 45087	
<b>Address Line 4:</b>	JERUSALEM, ISRAEL	
<b>ATTORNEY DOCKET NUMBER:</b>	96088/47.995	
<b>NAME OF SUBMITTER:</b>	AARON LEWIN	
<b>SIGNATURE:</b>	/Aaron Lewin/	

<b>DATE SIGNED:</b>	05/03/2020
<b>Total Attachments: 8</b> source=Syte - US IP Security Agreement - Fully Executed#page1.tif source=Syte - US IP Security Agreement - Fully Executed#page2.tif source=Syte - US IP Security Agreement - Fully Executed#page3.tif source=Syte - US IP Security Agreement - Fully Executed#page4.tif source=Syte - US IP Security Agreement - Fully Executed#page5.tif source=Syte - US IP Security Agreement - Fully Executed#page6.tif source=Syte - US IP Security Agreement - Fully Executed#page7.tif source=Syte - US IP Security Agreement - Fully Executed#page8.tif	

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated April 13, 2020, is made by and between (i) Syte - Visual Conception Ltd., a company incorporated in Israel under registered number 515250447 whose registered office is at 3 Rothschild Blvd., Tel Aviv, Israel (the “**Grantor**”), and (ii) Kreos Capital VI (Expert Fund) LP, a company incorporated in Jersey under registered number 2770, whose registered office is at 47 Esplanade, St Helier, Jersey; (the “**Lender**” which expression shall include its respective successors and assigns).

WHEREAS, the Lender and the Grantor have entered into that certain Agreement for the provision of a loan facility dated on or about the date hereof (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, registered service marks, registered 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 Borrower to the Lender, now or hereafter existing under or in respect of the Loan Agreement, as may be amended from time to time, and the Charge Agreements, as may be amended from time to time, or under any other future financing arrangement that may be 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 and any other applicable government officials record this IP Security Agreement.

Section 4. Right to Request Information. The Lender shall have the right to request, and the Grantor shall as promptly as practicable 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 Grantor does 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. Provided, however, that Lender shall not be prevented from taking proceedings relating to the realization of the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to the Lender shall terminate and be of no force with respect to the Lender 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 execute all documents reasonably necessary to remove the security interest granted by the Grantor hereunder.

[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.

SYTE - VISUAL CONCEPTION LTD.

By: 

Name: Ofer Fryman

Title: CEO

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein

Title: Director

*[Syte – Visual Conception Ltd. / Signature Page / US IP Security Agreement / April 2020 ]*

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.

SYTE - VISUAL CONCEPTION LTD.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein

Title: Director

**SCHEDULE A**

**Patents and Trademarks**

**PATENT**

**REEL: 052556 FRAME: 0335**

## MEMORANDUM

Date: February 19, 2020  
To: Syte  
From: Pearl Cohen Zedek Latzer Baratz LLP  
Subject: Syte Non Exhaustive Patents Status Report

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Attached herewith is a non exhaustive table of Syte - Visual Conception Ltd. ("Syte") status report:

Our Ref:	Title	Patent No.	Issue Date	Status	Recorded Assignee	Expiration Date
P-593180-US	SYSTEM AND PROCESS FOR AUTOMATICALLY FINDING OBJECTS OF A SPECIFIC COLOR	U.S. 8,744,180	June 3, 2014	Issued	SYTE – VISUAL CONCEPTION LTD.	April 30, 2032
P-593180-US1	SYSTEM AND PROCESS FOR AUTOMATICALLY FINDING OBJECTS OF A SPECIFIC COLOR	U.S. 9,117,143	August 25, 2015	Issued	SYTE – VISUAL CONCEPTION LTD.	January 24, 2032
P-593180-US2	SYSTEM AND PROCESS FOR AUTOMATICALLY FINDING OBJECTS OF A SPECIFIC COLOR	U.S. 9,412,182	August 9, 2016	Issued	Assignment to SYTE-VISUAL CONCEPTION LTD. filed	January 24, 2032
P-593180-US3	SYSTEM AND PROCESS FOR AUTOMATICALLY FINDING OBJECTS OF A SPECIFIC COLOR	U.S. 9,710,928	July 18, 2017	Issued	SYTE – VISUAL CONCEPTION LTD.	January 24, 2032
P-593180-US4	SYSTEM AND PROCESS FOR AUTOMATICALLY FINDING OBJECTS OF A SPECIFIC COLOR	U.S. 10,127,688	November 13, 2018	Issued	SYTE – VISUAL CONCEPTION LTD.	January 24, 2032



P-593187-US	IMAGE RECOGNITION METHODS	U.S. 6,763,148	July 13, 2004	Issued	SYTE – VISUAL CONCEPTION LTD.	February 3, 2021.
P-593188-US	DIGITAL MEDIA RECOGNITION APPARATUS AND METHODS	U.S. 7,474,759	January 6, 2009	Issued	SYTE – VISUAL CONCEPTION LTD.	November 15, 2024
P-593188-US1	DIGITAL MEDIA RECOGNITION APPARATUS AND METHODS	U.S. 7,756,291	July 13, 2020	Issued	SYTE – VISUAL CONCEPTION LTD.	November 13, 2021
P-593188-US2	DIGITAL MEDIA RECOGNITION APPARATUS AND METHODS	U.S. 8,019,118	September 13, 2011	Issued	SYTE – VISUAL CONCEPTION LTD.	November 13, 2021

Web domains – Syte.ai , Syte-vc.com