

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6207301

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOURCE DEFENSE LTD	07/17/2020
RECEIVING PARTY DATA		
Name:	BANK LEUMI LE-ISRAEL B.M.	
Street Address:	15 HAMENOFIM STREET	
City:	HERZELIA	
State/Country:	ISRAEL	
Postal Code:	4612002	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	62253669	
Application Number:	62443902	
Application Number:	15865824	
Application Number:	15347765	
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>		
Phone:	5672060480	
Email:	trademarks@ems-legal.com	
Correspondent Name:	EITAN MEHULAL SADOT	
Address Line 1:	6480 CALVERTON DRIVE, UNIT 202	
Address Line 2:	C/O EDNA EISEMANN	
Address Line 4:	FREDERICK, MARYLAND 20874	
ATTORNEY DOCKET NUMBER:	972626-12-02	
NAME OF SUBMITTER:	MICHELLE ROSENBERG	
SIGNATURE:	/mw/	
DATE SIGNED:	07/20/2020	
Total Attachments: 5		
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PATENT

REEL: 053247 FRAME: 0838

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated July 17th, 2020, is made by and between (i) Source Defense Ltd. a company registered in Israel whose registered office is at 77 Ha'energia St. Beer Sheva, Israel 8470912 (the "Grantor"), and (ii) Bank Leumi le-Israel B.M. ("Leumi").

WHEREAS, Leumi and the Grantor, have entered into that certain Loan and Security Agreement dated May 13, 2020 (the "Loan Agreement"), to which, inter alia, a Debenture - Floating Charge (the "Debenture - Floating Charge") and a Debenture - Intellectual Property Fixed and Floating Charge and Assignment of Rights by way of Charge (the "Debenture - Fixed Charge"), in each case executed by Grantor and Leumi, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over all of its assets, existing now or in the future, including but not limited to the intellectual property to Leumi and under the Debenture - Fixed Charge, Grantor has agreed to grant a first priority fixed charge over certain specific intellectual property to Leumi, and Grantor has agreed 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, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge (collectively, the "Charge Agreements"), the Grantor hereby grants to Leumi 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 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 4.5 of the Debenture - Fixed Charge pursuant to the terms set forth therein, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Debenture - Fixed Charge.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor to Leumi 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 Leumi now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements,

as such may be amended, extended or renewed from time to time, without limitation in amount (the "Secured Obligations").

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

Section 4. Right to Request Information. Leumi shall have the right to request, and 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 Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Leumi 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 Leumi shall terminate and be of no force upon satisfaction in full of the Secured Obligations provided that Leumi is under no further obligation or commitment to provide the Grantor any credit under the Loan Agreement, as shall be confirmed in writing by Leumi. Upon termination of this IP Security Agreement and the security interest granted to Leumi hereunder, Leumi shall execute all documents reasonably necessary to remove the security interest granted by Grantors hereunder and take any action reasonably necessary to remove the security interest granted by Grantors 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, Grantor and Leumi 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 DEFENSE LTD.

By: H. Blutrich Dg

Name: Hadar Blutrich, Dan Dinnar

Title: CTO, CEO

BANK LEUMI LE-ISRAEL B.M.

By: Moran Aizikovich Della Pekarman
6981 4878

Name: Moran Aizikovich, Della Pekarman

Title: Relationship Manager, Deputy Head

SCHEDULE A

Intellectual Property

1. Patent owned by Grantor:

<i>Docket</i>	<i>Country</i>	<i>status</i>	<i>Provisional</i>	<i>patent number</i>	<i>title</i>	<i>Inventors</i>	<i>dates</i>	<i>Law firm</i>	<i>Law docket</i>
	USA			62/443,902	VICE System, Method, and Medium for Protecting a Computer Browser from Third-Party Computer Code Interference	Hadar Blutrich Ehud Harimon Eido Gavish Gilad Ben-Dor	09-JAN-2017		VICE

2.

<i>Docket</i>	<i>Country</i>	<i>status</i>	<i>Provisional</i>	<i>application number</i>	<i>title</i>	<i>Inventors</i>	<i>dates</i>	<i>Law firm</i>	<i>Law docket</i>
	USA			62/253,669	System, Method, and Medium for Protecting a Computer Browser from Third-Party Computer Code Interference	Hadar Blutrich Ehud Harimon Eido Gavish Gilad Ben-Dor	9.11.2016		JISC

3.

<i>Docket</i>	<i>Country</i>	<i>status</i>	<i>Provisional</i>	<i>application number</i>	<i>title</i>	<i>Inventors</i>	<i>dates</i>	<i>Law firm</i>	<i>Law docket</i>
	USA			15/865,824	Vice system, method, and medium for protecting a computer browser from third-party computer code interference	Hadar Blutrich Ehud Harimon Eido Gavish Gilad Ben-Dor	3.9.2019		

4.

<i>Docket</i>	<i>Country</i>	<i>File Name</i>	<i>EFS ID:</i>	<i>application number</i>	<i>title</i>	<i>Inventors</i>	<i>dates</i>	<i>Law firm</i>	<i>Law docket</i>
	USA	JISC_Response_FOA	35746425	15/347,765	System, Method, and Medium for	Gilad Ben-Dor	09-NOV-2016		JISC

	M_FINAL.pdf			Protecting a Computer Browser from Third-Party Computer Code Interference				
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