PATENT ASSIGNMENT COVER SHEET

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NEUROBLADE LTD.	01/06/2021

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	16783767
Application Number:	16512622
Application Number:	16512590
Application Number:	16512551
Application Number:	16512613
Application Number:	16512546
Application Number:	16512562

CORRESPONDENCE DATA

Fax Number:

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.

Phone:	(619) 699-2708
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	401 B STREET
Address Line 2:	SUITE 1700
Address Line 4:	SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	MATT SCHWARTZ
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	01/11/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of January __6__ , 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **NEUROBLADE LTD** , a company organized under the laws of the State of Israel, with its principal place of business at 24 Raoul Wallenberg St., Tel Aviv-Jaffa, Israel ("**Grantor**").

<u>RECITALS</u>

A.　Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **NEUROBLADE, INC.**, a Delaware corporation ("**US Borrower**") (Grantor and US Borrower, are hereinafter jointly and severally, individually and collectively, referred to as "**Borrower**") (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B.　Pursuant to the terms of the Loan Agreement and the ISR Debentures, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

<u>AGREEMENT</u>

1.　<u>Grant of Security Interest</u>. To secure Borrower's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a)　Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "**Copyrights**");

(b)　Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)　Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)　All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "**Patents**");

(e)   Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f)   All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g)   Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h)   All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i)   All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j)   All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2.   Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3.   Authorization. Grantor hereby authorizes Bank solely to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and only in connection with such modification (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4.   Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the ISR Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the ISR Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the ISR Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5.   Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6.   Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.   Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the
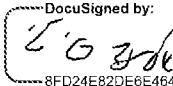
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laws of the United States and California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.
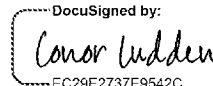
GRANTOR:

NEUROBLADE LTD

By: Elad Sity

Title: CEO

BANK:

SILICON VALLEY BANK

By: Conor Ludden

Title: Vice President

[Signature Page – Intellectual Property Security Agreement – NEUROBLADE LTD]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
n/a		

Intellectual Property Security Agreement – NEUROBLADE LTD

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Memory-based Processors	16/783767	February 6, 2020
Memory-based Distributed Processor Architecture	16/512622	July 16, 2019
Memory-based Distributed Processor Architecture	16/512590	July 16, 2019
Memory-based Distributed Processor Architecture	16/512551	July 16, 2019
Memory-based Distributed Processor Architecture	16/512613	July 16, 2019
Memory-based Distributed Processor Architecture	16/512546	July 16, 2019
Memory-based Distributed Processor Architecture	16/512562	July 16, 2019

Intellectual Property Security Agreement – NEUROBLADE LTD

<u>EXHIBIT C</u>

Trademarks

#	Serial Number	World Mark	Check Status	Live/Dead
1	90196166	XELERAM	TSDR	Live
2	90196158	IMPU	TSDR	Live
3	90196141		TSDR	Live
4	90196128	NEUROBLADE	TSDR	Live

Intellectual Property Security Agreement – NEUROBLADE LTD

<u>EXHIBIT D</u>

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
n/a		