

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6541106

<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>
SORREL MEDICAL LTD.	10/31/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VIOLA CREDIT FIVE FUND
<b>Street Address:</b>	12 ABBA EBAN BLVD.
<b>City:</b>	HERZLIYA PITUACH
<b>State/Country:</b>	ISRAEL
<b>Name:</b>	SHAKED INVESTMENTS (G.P.)
<b>Street Address:</b>	4 ARIEL SHARON STREET
<b>City:</b>	GIVATAYIM
<b>State/Country:</b>	ISRAEL
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15872552
Application Number:	16867188
Application Number:	16462458
Application Number:	16591848
Application Number:	29657707
Application Number:	29725342
<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>Phone:</b>	5182808924
<b>Email:</b>	trademarks@ems-legal.com
<b>Correspondent Name:</b>	EITAN MEHULAL SADOT
<b>Address Line 1:</b>	6480 CALVERTON DRIVE, UNIT 202
<b>Address Line 4:</b>	FREDERICK, MARYLAND 20874
<b>ATTORNEY DOCKET NUMBER:</b>	973993-12-04
<b>NAME OF SUBMITTER:</b>	MICHELLE ROSENBERG

<b>SIGNATURE:</b>	/mw/
<b>DATE SIGNED:</b>	02/09/2021
<b>Total Attachments: 10</b> source=Sorrel - US IP Security Agreement (Fully Signed)#page1.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page2.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page3.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page4.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page5.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page6.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page7.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page8.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page9.tif source=Sorrel - US IP Security Agreement (Fully Signed)#page10.tif	

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated October 31, 2020, is made by Sorrel Medical Ltd. (the “**Grantor**”), a company organized under the laws of the State of Israel, with offices located at 29 Yad Harutzim, Netanya, Israel, in favor of (i) Viola Credit Five Fund, Limited Partnership, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (the “**Viola Credit**”), which shall be represented exclusively hereunder by Viola Credit Five Management 2015 Ltd., and (ii) Shaked Investments (G.P.), Limited Partnership (the “**Shaked Security Trustee**”, and together with Viola Credit, the “**Grantees**”), with offices located at 4 Ariel Sharon St., Givatayim, Israel, in favor of Shaked Partners Fund LP (“**Shaked Partners**”, and together with Viola Credit, the “**Lenders**”).

**WHEREAS**, Grantor, the other Companies (as such term is defined thereto), Shaked Security Trustee and the Lenders have entered into that certain Financing Agreement, dated September 24, 2020 (as amended from time to time, the “**Financing Agreement**”), to which this IP Security Agreement is attached as an exhibit.

**WHEREAS**, under the terms of the Financing Agreement, Grantor has agreed, among other things, to create a security interest on the intellectual property of Grantor for the benefit of the Grantees, and to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) 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:

1. **General.** The Preamble to this IP Security Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Financing Agreement.
2. **Grant of Security.** Grantor hereby grants to the Grantees a continuing lien on, and a security interest in and to all of such Grantor’s right, title and interest in the following (the “**Collateral**”):
  - 2.1. all current and future patents and pending applications therefore owned by the Grantor, including but not limited to all United States patents and pending applications therefore and the patents and patent applications, 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**”);
  - 2.2. all current and future trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to United States trademarks and service marks and pending applications thereof and the trademarks and service marks and trademarks and service marks applications, 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 “**Trademarks**”);
  - 2.3. all current and future designs and pending applications thereof owned by the Grantor, including but not limited to United States designs and pending applications thereof and the designs applications 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 “**Designs**”);
  - 2.4. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
  - 2.5. any and all proceeds of the foregoing.

3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred now or hereafter existing under or in respect of the Transaction Agreements by the Grantor or any of its affiliates.
4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Financing Agreement and the Charge Agreements. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, the Grantees and the Lenders with respect to the Collateral are more fully set forth in the Financing Agreement and/or the Charge Agreements, as applicable, and in the event of any contradiction between this IP Security Agreement and the Financing Agreement or the Charge Agreements, the provisions of the Financing Agreement or the Charge Agreements (as the case may be) will prevail.
7. Governing Law and Jurisdiction. This IP Security Agreement has been delivered to and accepted by the Grantees and the Lenders and will be deemed to be made in the State of Delaware. This IP Security Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Delaware, except that the laws of the State where any Collateral is located (if different from the State where such offices of the Lenders are located) shall govern the creation, perfection and foreclosure of the liens created hereunder on such property or any interest therein. The Parties hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in any county or judicial district in the State of Delaware; provided that nothing contained in this IP Security Agreement will prevent the Lenders and/or the Grantees from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. The parties agree that the venue provided above is the most convenient forum for them. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this IP Security Agreement.
8. WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS IP SECURITY AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS IP SECURITY AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

*US IP Security Agreement - Sorrel Medical Ltd.  
October 2020*

IN WITNESS WHEREOF, parties 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.

**SORREL MEDICAL LTD.**

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

Name: Igal Shany

Title: Director

**VIOLA CREDIT FIVE FUND, LIMITED  
PARTNERSHIP**

By: VIOLA CREDIT FIVE MANAGEMENT 2015  
LTD.

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

Title \_\_\_\_\_

**SHAKED INVESTMENTS (G.P.), LIMITED  
PARTNERSHIP**

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

Title \_\_\_\_\_

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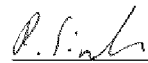
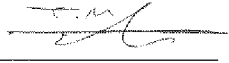
**SORREL MEDICAL LTD.**

By: \_\_\_\_\_  
Name: Igal Shany  
Title: CEO

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**VIOLA CREDIT FIVE FUND, LIMITED  
PARTNERSHIP**

By: VIOLA CREDIT FIVE MANAGEMENT 2015  
LTD.

By:    
Title **Ruthi (Simha) Furman** Tomer Gardish  
**Founder, General Partner**

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**SHAKED INVESTMENTS (G.P.), LIMITED  
PARTNERSHIP**

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

*US IP Security Agreement - Sorrel Medical Ltd.  
October 2020*

IN WITNESS WHEREOF, parties 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.

**SORREL MEDICAL LTD.**

By: \_\_\_\_\_  
Name: Igal Shany  
Title: CEO

**VIOLA CREDIT FIVE FUND, LIMITED  
PARTNERSHIP**

By: VIOLA CREDIT FIVE MANAGEMENT 2015  
LTD.

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

SHAKED INVESTMENTS (G.P.), LIMITED  
PARTNERSHIP

By: Vri Rubiu Anat Ullman  
Title: Directors

**SCHEDULE A**

Trademark	Class	App. No.	Date Filed	Applicant

Patent #	Patent Name	App. No.	Date Filed	Applicant

Design #	Design Name	App. No.	Date Filed	Applicant



Case no.	Country	Appl. no.	Pat./Reg.no	Reg. date	Expiry	Applicant	Design	Nat. fil. date	Client	Annuity/renewal due	Case phase	Action name
D-10174-US	U.S.A.	29/657,707	882760	28/04/2020	28/04/2035	SORREL MEDICAL L.L.	Medical drug delivery device	25/07/2018	SORREL MEDICAL L.L.		Registered	
D-10198-US	U.S.A.	29/725,342				SORREL MEDICAL L.L.	Medical drug delivery device (Vial Based on-body drug delivery device)	25/02/2020	SORREL MEDICAL L.L.		Pte Examination	

Patent No.	Type	Title	Current Status	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Inventor	Applicant	Notes
89252	US Regular	LOCAL INJECTION FOR PREFILLED DRUG DELIVERY SYSTEM	filed	15/872,552	Jan. 16, 2018	US 2019/0144295	09 May 19	claims priority from US Provisional 62/581,886 (8899)		Michael Pridemore, Shihua Zhai, Oni Ben-David	SCOREL MEDICAL LTD. 29 Yad Haimon Street, Netanya 35252, Israel	responded to R&A dated Apr. 13, 2020 - awaiting final OA
92027	US Regular	LOCAL INJECTION FOR DRUG DELIVERY SYSTEM	filed	16/667,188	May 3, 2020	not yet published	projected publication date: Aug. 20, 2020	COI of 90797 and CIP of 89252		Oni Ben-David, Andrian Yonif, Shihua Zhai, Michael Pridemore	SCOREL MEDICAL LTD. 29 Yad Haimon Street, Netanya 35252, Israel	R&A dated June 25, 2020 - response due by Aug. 26, 2020
92375	US Regular	PATCH PUMP DELIVERY TECHNIQUE	filed	16/662,458	20 May 19	US 2019/0369985	Dec. 5, 2019	US NP of 89002		Shihua Zhai, Roni Eitan Yonif, Oni Ben-David, Andrian Yonif	SCOREL MEDICAL LTD. 29 Yad Haimon Street, Netanya 35252, Israel	awaiting final OA
92794	US Regular	TRIGGERING SEQUENCE	filed	16/591,848	Oct. 3, 2019	US 2020/010801	09 Apr. 20	claims priority to 90797 and 90312		Oni Ben-David, Andrian Yonif, Shihua Zhai, Fabian Kohler	SCOREL MEDICAL LTD. 29 Yad Haimon Street, Netanya 35252, Israel	awaiting final OA
94801	US Regular	DRAWING DRUG FROM A VIAL	In preparation - not filed yet					COI of 82784				claims approved by OI, will add prior art confirm inventory
92946	US	MULTI FUNCTION BLISTER PACKAGING	ON HOLD									

Case no.	Country	Applicant	Mark	Classes	Status	Filing Date	Appl. no.	Reg. date	Reg.no
T-12431-INT-US	U S A	SORREL-MEDICAL.LL	Sorrel	10	Registered	11/01/2016	79199601	29/05/2018	5477578

### Goods in the USA

Medical apparatus and medical instruments for administering fluid, drugs, and nutrition, namely, infusion pumps, patch pumps, wearable injectors, and handheld injectors; medical syringes; medical devices in the nature of infusion pumps for monitoring the infusion of drugs and software for wireless transmission of medical data sold as a unit therewith; drug delivery device for carrying pharmaceuticals or drugs for medical treatment; drug delivery devices and accessories thereof, namely, catheters, pen needles, injection needles, syringes and patches; infusion sets; lancets; lancing devices for delivering medication; drug-eluting stents; bio-absorbable stents; stent grafts; medical diagnostic apparatus used to detect and measure the level of substances in body fluids; apparatus for measuring dosages and delivering pharmaceuticals, namely, medical pumps and pens

Next Renewal  
29/05/2024