

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6574977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NOTALVISION, INC.	02/26/2021
NOTAL VISION LTD.	02/26/2021
RECEIVING PARTY DATA	
Name:	BANK LEUMI USA
Street Address:	579 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8079710
Patent Number:	6656131
Patent Number:	7220000
Patent Number:	7275830
Patent Number:	7665847
Patent Number:	8226237
CORRESPONDENCE DATA	
Fax Number:	(310)284-3894
<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:	4242393744
Email:	susan.yates@btlaw.com
Correspondent Name:	SUSAN YATES
Address Line 1:	2029 CENTURY PARK E STE 300
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
NAME OF SUBMITTER:	SUSAN YATES
SIGNATURE:	/Susan Yates/
DATE SIGNED:	02/26/2021
Total Attachments: 9	

source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page1.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page2.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page3.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page4.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page5.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page6.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page7.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page8.tif
source=05. Bank Leumi - Notal - A&R IP Security Agreement (Guarantor) [Executed] (2.2021)#page9.tif

**PATENTS, TRADEMARKS, COPYRIGHTS
& LICENSES SECURITY AGREEMENT**

THIS Security Agreement (this "Agreement") is effective as of this 26 day of February, 2021 (the "**Effective Date**"), by and among (i) **NOTALVISION, INC.**, a corporation organized under the laws of the State of Delaware, with its principal place of business at 7717 Coppermine Dr., Old Town Manassas, VA 20109 (the "**Primary Debtor**"), (ii) **NOTAL VISION LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 5 Droyanov Street, Tel Aviv, Israel, 6314305 (the "**Guarantor**"), and (iii) **BANK LEUMI USA**, having an office at 579 Fifth Avenue, New York, NY 10017 (the "**Bank**").

This Agreement amends, restates and replaces (but does not constitute a novation of) that certain existing Patents, Trademarks, Copyrights & Licenses Security Agreement dated as of March 9, 2020, by Guarantor in favor of Bank (as heretofore amended, restated, supplements or otherwise modified, the "**Existing Security Agreement**"), and Guarantor's execution of this Agreement constitutes a ratification and confirmation of all liens and security interests granted pursuant to or in connection with the Existing Security Agreement.

W I T N E S S E T H

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Primary Debtor by Bank, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Bank (the "**Loan Documents**"), Guarantor, a wholly-owned subsidiary of Primary Debtor, has agreed to grant and transfer to Bank a security interest in all of the Guarantor's new provisional and non-provisional applications, issued patents, patent rights, continuation in part divisional and substitute applications resulting from a reissued or reexamination proceeding and any foreign equivalents, and improvements (collectively, "**Patents**"); trademarks, service marks, tradenames, unregistered trademarks, service trademark registration or application, service tradenames, trade dress, logos, designs, fictitious business names, any business identifiers and any other indication of origin (collectively, "**Trademarks**"), copyrights, copyright applications (collectively, "**Copyrights**"), licenses ("**Licenses**") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Exhibit 1 Schedule of Patents, Trademarks, Licenses and Copyrights (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "**Assets**");

NOW, THEREFORE, Bank may register this Agreement with the U.S. Patent and Trademark Office ("**USPTO**") as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Guarantor, due or to become due, now existing or hereafter arising or incurred for the indebtedness of Primary Debtor to Bank, and now or hereafter payable to or held by Bank for its own account or as agent for another or others, whether created directly or acquired by assignment, participation

or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, the Guarantor hereby irrevocably grants and transfers to Bank a security interest in and to the Assets;

TO HAVE AND TO HOLD the same unto Bank as and for collateral security and to the successors, legal representatives and assigns of Bank in accordance with the terms and provisions hereof.

1. Guarantor represents, warrants and covenants to Bank as follows: (a) the Assets are owned and held by the Guarantor; (b) Guarantor has not made and will make no sale, assignment, pledge, grant of any option, transfer or other encumbrance of the Assets, other than in the ordinary course with notice to and consent of Bank; (c) Guarantor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (d) there are no actions, suits or proceedings pending, or to the knowledge of the Guarantor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (e) Guarantor shall give prompt written notice to Bank of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Guarantor's sole cost and expense.

2. The occurrence of any of the following events ("**Events of Default**") shall constitute a default hereunder: (a) a material misrepresentation or breach by the Guarantor of any statement, covenant, condition, agreement, or warranty contained herein; (b) an "Event of Default", under the Loan Documents involving the Primary Debtor; and (c) if Primary Debtor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, Bank shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default (as set forth in this Agreement) and in addition to all other rights and remedies given to it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, Bank shall have the right but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Guarantor, all of which Guarantor hereby expressly waives to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Guarantor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Guarantor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the indebtedness of Primary Debtor to Bank in such order as Bank may determine. Any remainder of the proceeds after payment in full of

the such indebtedness shall be paid over to the Primary Debtor. In the event Bank decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Primary Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Primary Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Bank decides to sell or dispose of the Assets, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Primary Debtor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Bank in connection with the registration of this Agreement with the USPTO (including all taxes in connection therewith), the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Primary Debtor on demand by Bank and until so paid shall be added to the principal amount of the indebtedness of Primary Debtor to Bank and shall bear interest at the rate prescribed in the Loan Documents.

4. Guarantor hereby irrevocably authorizes and empowers Bank, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Guarantor's true and lawful attorney-in-fact, with the power to endorse Guarantor's name on all applications, documents, papers and instruments necessary for Bank to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Guarantor hereby grants to Bank and its employees and agents the right to visit Guarantor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Agreement shall not operate to impose any liability or responsibility whatsoever upon Bank or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Primary Debtor or for the performance of any of the Primary Debtor's obligations in connection with the Assets for which the Primary Debtor shall remain liable with the same effect as though this Agreement had not been signed. The Primary Debtor hereby agrees to indemnify, hold harmless and defend Bank from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Bank shall have no duty of care with respect to the Assets, except that Bank shall exercise reasonable care with respect to Assets in Bank's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Bank accords its own property, or if Bank takes such action with respect to the Assets as the Guarantor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Guarantor shall be deemed a failure to exercise reasonable care, nor shall Bank's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Bank's custody.

8. Neither any failure nor any delay on the part of Bank in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Bank from any of the terms or conditions thereof, shall in any event effect any rights of Bank under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. After the occurrence of an Event of Default, the Guarantor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to Bank or otherwise as Bank may direct in accordance with this Security Agreement.

10. This Agreement and rights of Bank hereunder shall terminate when all indebtedness shall have been fully and finally paid and satisfied and there is no further commitment to lend. Upon such termination, Bank shall, file a security agreement release with the USPTO or authorize the Guarantor to file a security agreement release with the USPTO.

11. The Guarantor hereby authorizes Bank to modify this Agreement by amending Schedule A to include any future Assets and shall cooperate in all requests of Bank

12. This Agreement is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Guarantor" or "Bank" shall be construed as if it read "Guarantors" or "Banks" whenever the sense of this instrument so requires. This Agreement cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Guarantor and its successors and assigns.

13. THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

14. Without limiting the right of Bank to bring any action or proceeding against Primary Debtor or against property of Primary Debtor and/or Guaranty arising out of or relating to any obligation or this Agreement (an "**Action**") in the courts of other jurisdictions, Debtor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and Debtor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. Each of Primary Debtor and Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. Primary Debtor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and Primary Debtor will have thirty (30) days from such completion of service in which to respond in the manner provided by law. Primary Debtor may also be served in any other manner permitted by law, in which event the Primary Debtor's time to respond shall be the time provided by law.

[NO FURTHER TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Primary Debtor and Guarantor have duly executed this Agreement, as of the Effective Date.

NOTAL VISION LTD.

By: _____

Name: Gideon Benyamini
Title: Authorized Signatory

By: _____

Name: Barak Azmon
Title: Authorized Signatory

NOTALVISION, INC.

By: _____

Name: John Hall
Title: Chief Financial Officer

DMS 19188042

ACCEPTED AND AGREED
AS OF THE EFFECTIVE DATE HEREOF:

BANK LEUMI USA

By: 
Name: Adrian Dorfman
Title: Senior Vice President

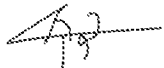
By: 
Name: Dekel Mahatzri
Title: Vice President

Exhibit 1

SCHEDULE OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Patents

<u>Patent</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Date Filed</u>	<u>Date of Patent</u>
NVP-0002-US	11/972009	8079710	01/10/2008	12/20/2011
NVP-4562-EP	01978783-7	1331884	10/07/2001	08/10/2011
NVP-4562-EP	01978783-7	1331884	10/07/2001	08/10/2011
NVP-4562-EP	01978783-7	60145133-3	10/07/2001	08/10/2011
NVP-4562-EP	09178525-3	60149158-0	10/07/2001	12/10/2014
NVP-4562-US ¹	09/781548	6656131	02/13/2001	12/02/2003
NVP-4590-DE	03742650-9	60348119-1	02/19/2003	10/07/2015
NVP-4590-FR	03742650-9	1485006	02/19/2003	10/07/2015
NVP-4590-GB	03742650-9	1485006	02/19/2003	10/07/2015
NVP-4590-JP	2003-569053	4484523	02/19/2003	04/02/2010
NVP-4590-US	10/368002	7220000	02/19/2003	05/22/2007
RP-4562-AU	2002210874	2002210874	10/07/2001	07/13/2006
RP-4562-JP	2002-531897	4362287	10/07/2001	08/21/2009
RP-4562-US1	10/398375	7275830	10/07/2001	10/02/2007
RP-5011-EP	04731253-3	1624794	05/05/2004	07/04/2012
RP-5011-EP	04731253-3	1624794	05/05/2004	07/04/2012

¹ This patent is erroneously registered under the Primary Debtor, but is in the process of being reassigned back to Grantor.

RP-5011-EP	04731253-3	602004038437-2	05/05/2004	07/04/2012
RP-5011-US	10/556146	7665847	05/05/2004	02/23/2010
RP-5012-US	11/860584	8226237	09/25/2007	07/24/2012

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
None.		

Copyrights

None.

Licenses

None.

Domain Names

None.