

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6638701

<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>
QUALISYSTEMS LTD.	03/24/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KREOS CAPITAL VI (EXPERT FUND) L.P.
<b>Street Address:</b>	47 ESPLANADE
<b>City:</b>	ST HELIER
<b>State/Country:</b>	JERSEY
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8589886
<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 9777508
<b>ATTORNEY DOCKET NUMBER:</b>	96088/15.997
<b>NAME OF SUBMITTER:</b>	AARON LEWIN
<b>SIGNATURE:</b>	/AARON LEWIN/
<b>DATE SIGNED:</b>	04/05/2021
<b>Total Attachments: 5</b>	
source=Qualisystems - US IP Security Agreement -March2021#page1.tif	
source=Qualisystems - US IP Security Agreement -March2021#page2.tif	
source=Qualisystems - US IP Security Agreement -March2021#page3.tif	
source=Qualisystems - US IP Security Agreement -March2021#page4.tif	
source=Qualisystems - US IP Security Agreement -March2021#page5.tif	

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated March 24, 2021, is made by and between (i) QualiSystems Ltd. (the “**Grantor**”), a corporation organized under the laws of the State of Israel, with registered offices at 7 Ha’Psagot Street, Petah-Tikva 4951000, Israel, and (ii) Kreos Capital VI (Expert Fund) LP (“**Kreos**”), a limited partnership incorporated in Jersey under registered number 2770 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated March 24, 2021 (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 Kreos, 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 the intellectual property of Grantor to Kreos and under the Debenture – Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, 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, 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**”), Grantor hereby grants to Kreos 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 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 Grantor to Kreos under this IP Security Agreement secures the payment of all

money owed by Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements (the “**Secured Obligations**”).

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

Section 4. Right to Request Information. Kreos 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, Kreos 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 Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor and Kreos 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.

QUALISYSTEMS LTD.

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

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

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

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein

Title: General Partner

IN WITNESS WHEREOF, Grantor and Kreos 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.

QUALISYSTEMS LTD.

QualiSystems Ltd.

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

Name: Lior Koriat \_\_\_\_\_

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

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein

Title: General Partner

**SCHEDULE A**

**Registered Patents:**

<b><u>Patent #</u></b>	<b><u>Issue Date</u></b>	<b><u>Owned By</u></b>	<b><u>Title</u></b>
US 8,589,886,B2	19 Nov, 2013	Qualisystems Ltd	System and method for functional tests cad (computer aided design) sequencing automated procedures for hardware and software development, testing and production using controllable modular building blocks