

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6789428

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
THETARAY LTD.		06/28/2021
RECEIVING PARTY DATA		
Name:	KREOS CAPITAL VI (EXPERT FUND) L.P.	
Street Address:	47 ESPLANADE	
City:	ST HELIER	
State/Country:	JERSEY	
PROPERTY NUMBERS Total: 23		
Property Type	Number	
Application Number:	12708293	
Application Number:	14791269	
Application Number:	15804287	
Application Number:	15836876	
Application Number:	16403687	
Application Number:	13832098	
Application Number:	62022672	
Application Number:	14796339	
Application Number:	15921227	
Application Number:	16108130	
Application Number:	62139813	
Application Number:	15085006	
Application Number:	62175469	
Application Number:	15183102	
Application Number:	16199194	
Application Number:	16447981	
Application Number:	16586992	
Application Number:	14960371	
Application Number:	16371311	
Application Number:	15348996	
Application Number:	16458096	

PATENT

Property Type	Number
Application Number:	62255480
Application Number:	63173454

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.

Email: aaron.lewin@jmbdavis.com

Correspondent Name: JMB DAVIS BEN-DAVID

Address Line 1: 8 HARTOM STREET

Address Line 2: PO BOX 45087

Address Line 4: JERUSALEM, ISRAEL

ATTORNEY DOCKET NUMBER:	96088/53.995
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/Aaron Lewin/
DATE SIGNED:	06/30/2021

Total Attachments: 6

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**IP Security Agreement**”) June 28, 2021 is made by and between (i) ThetaRay Ltd. (the “**Grantor**”) a company incorporated in Israel under registered number 514807965 whose registered office is at Ha’Harash Street 29, Hod Hasharon 4501303, Israel, and (ii) Kreos Capital VI (Expert Fund) LP (“**Kreos**”), a partnership incorporated in Jersey whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, the Grantor and Theta Ray Inc. (together, the “**Borrower**”) and Kreos, have entered into that certain Agreement for the Provision of a Loan Facility dated on or about the date hereof (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant security interest in the intellectual property of the Grantor to Kreos, and the Grantor has agreed 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, the parties agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Loan Agreement, Grantor hereby grants to Kreos a security interest, subject to the Permitted 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 subject to Section 7 below (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect, all pursuant and subject 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 performance of all obligations and the payment of all money and liabilities owed or incurred by the Borrower to Kreos now or hereafter existing under or in respect of the Loan Agreement, as may be amended from time to time, and any future financing arrangement between Kreos and the Borrower (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. 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 the debentures (Fixed Charge and Floating Charge – as defined therein) annexed thereto, and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or any document annexed thereto, the provisions of the Loan Agreement will prevail.

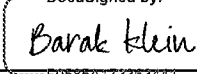
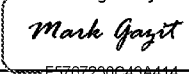
Section 6. Governing Law; Forum for Dispute Resolution. This IP Security Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this IP Security Agreement shall be 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.

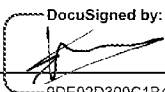
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IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

THETA RAY LTD.

By:  
F0385A173363441... F5707230C43A114...
Name: Barak Klein Mark Gazit
Title: CFO CEO

KREOS CAPITAL VI (EXPERT FUND) LP

By: 
9DE02D300C1B493...
Name: Raoul Stein
Title: General partner

SCHEDULE A



Intellectual
Property.docx



ThetaRay Status
Report 31.05.2021.d

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May 31, 2021

STATUS REPORT

For

Client : ThetaRay Ltd.

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
AVERBUCH- 0013 US	USA Basic	19-Feb-2009 61/153,649	18-Feb-2010	18-Feb-2010 12/708,293	15-Jan-2013 US 8,355,998 B1	Issued

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
AVERBUCH- 0041 US CON	USA CON	02-Nov-2007 60/985,172	03-Jul-2015	03-Jul-2015 14/791,269	12-Dec-2017 US 9,843,596 B1	Issued
AVERBUCH- 0041 US CON1	USA CON	02-Nov-2007 60/985,172	06-Nov-2017	06-Nov-2017 15/804,287	22-Jan-2019 US 10,187,409 B1	Issued
AVERBUCH- 0041 US CON2	USA CON	02-Nov-2007 60/985,172	10-Dec-2017	10-Dec-2017 15/836,876	25-Jun-2019 US 10,333,953 B1	Issued
AVERBUCH- 0041 US CON3	USA CON	02-Nov-2007 60/985,172	06-May-2019	06-May-2019 16/403,687		Abandoned

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
AVERBUCH- 0056 US	USA Basic	15-Mar-2012 61/611,282	15-Mar-2013	15-Mar-2013 13/832,098	Publ. Date: 19-Sep-2013 Publ. #: US 2013/0246325 A1 29-Sep-2015 US 9,147,162 B2	Issued

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
AVERBUCH- 0120 US PR	USA PRO			10-Jul-2014 62/022,672		Expired
AVERBUCH- 0120 US	USA Basic	10-Jul-2014 62/022,672	10-Jul-2015	10-Jul-2015 14/796,339	10-Apr-2018 US 9,942,254 B1	Issued
AVERBUCH- 0120 US CON	USA CON	10-Jul-2014 62/022,672	14-Mar-2018	14-Mar-2018 15/921,227	28-Aug-2018 US 10,063,581 B1	Issued
AVERBUCH- 0120 US CON1	USA CON	10-Jul-2014 62/022,672	22-Aug-2018	22-Aug-2018 16/108,130	1-Oct-2019 US 10,432,654 B1	Issued

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
THETARAY- 0147 US PR	USA PRO			30-Mar-2015 62/139,813		Expired
THETARAY- 0147 US	USA Basic	30-Mar-2015 62/139,813		30-Mar-2016 15/085,006	17-Dec-2019 US 10,509,605 B1	Issued

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Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
THETARAY-0156 US PR	USA PRO			15-Jun-2015 62/175,469		Expired
THETARAY-0156 US	USA Basic	15-Jun-2015 62/175,469		15-Jun-2016 15/183,102	04-Dec-2018 US 10,148,680 B1	Issued
THETARAY-0156 US CON	USA CON	15-Jun-2015 62/175,469		25-Nov-2018 16/199,194	17-Sep-2019 US 10,419,470 B1	Issued
THETARAY-0156 US CON1	USA CON	15-Jun-2015 62/175,469		21-Jun-2019 16/447,981	6-Oct-2020 US 10,798,118 B1	Issued
THETARY-0156 US CON2	USA CON	15-Jun-2015 62/175,469		29-Sep-2019 16/586,992	20-Oct-2020 US 10,812,515 B1	Issued

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
THETARAY-0161 US	USA Basic			05-Dec-2015 14/960,371	21-May-2019 US 10,296,832 B1	Issued
THETARAY-0161 US CON	USA CON	05-Dec-2015 14/960,371		01-Apr-2019 16/371,311	21-July-2020 US 10,719,768 B1	Issued

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
THETARAY-0170 US PR	USA PRO			15-Nov-2015 62/255,480		Expired
THETARAY-0170 US	USA Basic	15-Nov-2015 62/255,480		11-Nov-2016 15/348,996		Allowed
THETARAY-0170 US CON	USA CON	15-Nov-2015 62/255,480		30-Jun-2019 16/458,096	23-Jun-2020 US 10,692,004	Issued

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
THETARAY-0475 US PR	USA PRO			5-Aug-2020 62/255,480		Filed

Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status
THETARAY-0581 US PR	USA PRO			11-Apr-2021 63/173,454		Filed