

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6966879

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SILICON VALLEY BANK	10/04/2021
RECEIVING PARTY DATA	
Name:	MORPHISEC INFORMATION SECURITY 2014 LTD.
Street Address:	77, HAENERGIA STREET
City:	BEER SHEVA
State/Country:	ISRAEL
Postal Code:	8470912
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	14760869
Application Number:	15324656
Application Number:	15324659
Application Number:	62773706
PCT Number:	IB2016050712
PCT Number:	IB2015053394
PCT Number:	IB2017058485
PCT Number:	IB2017058483
PCT Number:	IB2018052785
PCT Number:	IB2019052326
CORRESPONDENCE DATA	
Fax Number:	(612)677-3572
<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:	8472895228
Email:	docketing@cpaglobal.com
Correspondent Name:	SYED AHMED
Address Line 1:	FIALA & WEAVER P.L.L.C. C/O CLARIVATE
Address Line 2:	3133 W. FRYE ROAD SUITE 400
Address Line 4:	CHANDLER, ARIZONA 85226
NAME OF SUBMITTER:	SYED S. AHMED

PATENT

SIGNATURE:	/Syed S. Ahmed, #64,587/
DATE SIGNED:	10/13/2021
Total Attachments: 14 source=2021-10-04 SVB Payoff Letter#page1.tif source=2021-10-04 SVB Payoff Letter#page2.tif source=2021-10-04 SVB Payoff Letter#page3.tif source=2021-10-04 SVB Payoff Letter#page4.tif source=2021-10-04 SVB Payoff Letter#page5.tif source=2021-10-04 SVB Payoff Letter#page6.tif source=2021-10-04 SVB Payoff Letter#page7.tif source=2021-10-04 SVB Payoff Letter#page8.tif source=2021-10-04 SVB Payoff Letter#page9.tif source=2021-10-04 SVB Payoff Letter#page10.tif source=2021-10-04 SVB Payoff Letter#page11.tif source=2021-10-04 SVB Payoff Letter#page12.tif source=2021-10-04 SVB Payoff Letter#page13.tif source=2021-10-04 SVB Payoff Letter#page14.tif	



Silicon Valley Bank

October 04, 2021

Morphisec Information Security 2014 Ltd
Morphisec Inc.
77, Haanergia Street
Beer-Sheva 8470912
Israel
Attn: Ron Reinfeld

Re: Pay-Off Letter

Dear Mr. Reinfeld,

We refer to the Loan and Security Agreement dated as of July 8, 2019 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Morphisec Inc., a Delaware corporation, Morphisec Information Security 2014 Ltd, a company organized under the laws of Israel ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of October 04, 2021 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$
Interest	\$
WHT - Interest	\$
Prepayment Fee	\$
WHT -- Pre-Payment Fee	\$
Statement Fee	\$
WHT -- Statement Fee	\$
Total Amount Owng	\$

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount (net of WHT) is 1. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

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Borrower hereby authorizes Bank to deduct the Pay-Off Amount from Borrower's account, account number _____ maintained with Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

Borrower has granted to Bank a security interest in deposit account numbers _____ held, maintained, or managed through Bank (each of which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from any such account or otherwise dispose of the funds therein, and (b) place any liens on any such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance related to such Bank Services Obligations. Notwithstanding anything to the contrary in this Pay-Off Letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Bank's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. Such Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon the latter to occur of the payment in full in cash of the Bank Services Obligations or the termination of Bank's obligation under each Bank Services Agreement to make credit available to or on behalf of Borrower.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore other than in the Cash Collateral. Except with respect to any Bank Services Agreement and the Cash Collateral, within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure,

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deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

Acknowledged by:

SILICON VALLEY BANK
By: Lexi DeMarco
Name: Lexi DeMarco
Title: VP

MORPHISEC INFORMATION SECURITY
2014 LTD
By: Ronen Yehoshua
Name: Ronen Yehoshua
Title: CEO

MORPHISEC INC.
By: Ronen Yehoshua
Name: Ronen Yehoshua
Title: CEO

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

☐ GLS COLLATERAL – RECEIVED _____

Exhibit A

Bank Services Agreements

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PATENT
REEL: 057781 FRAME: 0953

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 08, 2019 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 **MORPHISEC INFORMATION SECURITY 2014 LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 77 Haenergiya St., Beer-Sheva, 8470912, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **MORPHISEC 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 under the Loan Documents.

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 under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank under the Loan Documents, 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 Exhibit A 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 Exhibit B 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. 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 (including, without limitation, with respect to the realization thereof) are as provided by, and are subject to the Loan Agreement, the ISR Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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 laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

MORPHISEC INFORMATION SECURITY 2014 LTD

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Michael Tibbman

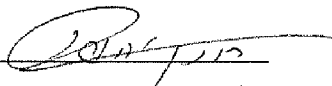
Name: Michael Tibbman

Title: Vice President

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:

MORPHISEC INFORMATION SECURITY 2014 LTD

By: 

Name: Rosh Yehoshua

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE</u>	14/760869	January 15, 2014 Granted (July 11, 2017)
<u>MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION</u>	PCT/IB2015/053394	May 8, 2015
<u>MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION</u>	15723305.7	May 8, 2015 (Received by EPO on Sept 16, 2016)
<u>MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION</u>	15/324,656	May 8, 2015 (Received by USPTO on January 6, 2017)
<u>MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION</u>	249962	May 8, 2015 (Received by Israel Patent Office on January 8, 2017)
<u>AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES</u>	PCT/IB2016/050712	February 11, 2016
<u>AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES</u>	16705830.4	February 11, 2016 (Received by EPO on Sept 16, 2016)
<u>AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES</u>	15/324,659	February 11, 2016 (Received by USPTO on January 6, 2017)
<u>AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES</u>	249969	February 11, 2016 (Received by Israel Patent

<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS</u>	242523	Office on January 8, 2017) November 9, 2015 Abandoned) National Phase IL254856 filed
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE</u>	239914	January 15, 2014 Granted (May 29, 2017)
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS</u>	IL2016/050331	March 28, 2016
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS</u>	238336	April 16, 2015 (Abandoned)
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE</u>	IL2014/050033	January 15, 2014
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE</u>	224357	January 21, 2013 (Abandoned) National Phase IL 239914 Granted
<u>METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE</u>	14740716.7	January 15, 2014 Granted (May 16, 2018)
<u>EARLY RUNTIME DETECTION AND PREVENTION OF RANSOMWARE</u>	PCT/IB2017/058485	December 28, 2017
<u>PROTECTING COMPUTING DEVICES FROM A MALICIOUS PROCESS BY EXPOSING FALSE INFORMATION</u>	PCT/IB2017/058483	December 28, 2017
<u>SYSTEM AND METHOD FOR RUNTIME DETECTION, ANALYSIS AND SIGNATURE DETERMINATION OF OBFUSCATED MALICIOUS CODE</u>	PCT/IB2018/052785	April 20, 2018
<u>SYSTEM AND METHOD FOR PREVENTING UNWANTED BUNDLED SOFTWARE INSTALLATION</u>	PCT/IB2019/052326	March 21, 2019
<u>SYSTEM AND METHOD FOR PROTECTING AN OPERATING SYSTEM KERNEL AGAINST MALICIOUS CODE BY RUNTIME MORPHING</u>	62/773,706	November 30, 2018

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
MORPHISEC	4994023	July 5, 2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.