# 507000390 11/30/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7047228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
JUGANU LTD	11/11/2021

### **RECEIVING PARTY DATA**

Name:	ISRAEL DISCOUNT BANK LTD
Street Address:	BEIT SONOL, MENACHEM BEGIN 52
City:	TEL AVIV
State/Country:	ISRAEL
Postal Code:	6713701

### **PROPERTY NUMBERS Total: 16**

Property Type	Number
Patent Number:	11067734
Patent Number:	11006493
Application Number:	17220134
Application Number:	17216968
Application Number:	17209435
Application Number:	16483584
Patent Number:	9606288
Patent Number:	9739924
Patent Number:	9798077
Patent Number:	9829620
Patent Number:	9857519
Patent Number:	9958589
Patent Number:	9983351
Patent Number:	10582586
Patent Number:	10925134
Application Number:	16678256

### **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.

507000390 REEL: 058241 FRAME: 0369

PATENT

**Phone:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JENNIFER TINDIE

Address Line 1: 1025 CONNECTICUT AVE., NW, SUITE 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1530998 PAT
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	11/30/2021

## **Total Attachments: 9**

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 11, 2021 by and between **ISRAEL DISCOUNT BANK LTD**, a bank organized under the laws of Israel ("Bank"), and **JUGANU LTD**, a company organized under the laws of the State of Israel ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan"), including in the amounts and manner set forth in that certain Loan Agreement by and among Bank and Grantor dated as of or about 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 Grantor, 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 Grantor to Bank.
- B. Pursuant to the terms of the Loan Agreement and the 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure Grantor's obligations to Bank, 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 <u>Exhibit B</u> attached hereto (collectively, the "Patents");

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- (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 <u>Exhibit C</u> 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 <u>Exhibit D</u> 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. <u>Recordation</u>. 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. <u>Authorization</u>. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally solely by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement [and the Debentures], each of which is hereby incorporated by reference. The provisions of the Loan Agreement [and the 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 are as provided by the Loan Agreement, [the Debentures] and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 5. <u>Termination</u>. This Agreement and the charge and pledges and Liens created hereunder and in accordance herewith shall endure and not terminate until written confirmation by the Bank of such termination. The Bank shall provide such written confirmation within 14 (fourteen) days from the date of payment in full by the Grantor of all amounts due to the Bank from the Grantor (including pursuant to the Loan Agreement) and the termination and cancellation of all credit facilities. Upon such confirmation, the Bank shall promptly execute and deliver to Borrower any and all documents reasonably required by the Grantor in order to remove the charges and Liens created pursuant to this Agreement and this Agreement shall expire.
- 6. <u>Execution in Counterparts</u>. 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.

- 7. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. <u>Governing Law.</u> 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.

Name:

Title:\_

GRANTOR:		
JUGANU LTD.		
By:		
Name: Evan Bon Shank		
Title: (		
BANK:		
ISRAEL DISCOUNT BANK LTD		
By: Ayelet D		

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# EXHIBIT A

# Copyrights

<u>Description</u>	Registration/ Application Number	Registration/ Application <u>Date</u>
NONE		
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# EXHIBIT B

# Patents

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
Illumination device having a plurality of different colored LEDs coupled to a solid waveguide	11,067,734	7/20/2021
colored BBBs coupled to a solid waveguide	16/684729	11/15/2019
	20200158939	5/21/2020
Lighting systems for general illumination and disinfection	11,006,493	5/11/2021
districction	16/850760	4/16/2020
LIGHTING SYSTEMS FOR GENERAL ILLUMINATION AND DISINFECTION	20210289599	9/16/2021
ILLUMINATION AND DISINFECTION	17/220134	4/1/2021
ILLUMINATION SYSTEMS AND METHODS FOR	20210286119	9/16/2021
CONTROLLABLE LIGHT COLOR	17/216968	3/30/2021
LIGHTING SYSTEMS FOR GENERAL	20210278061	9/9/2021
ILLUMINATION AND DISINFECTION	17/209435	3/23/2021
TUNABLE WHITE LIGHTING SYSTEMS	20200098732	3/26/2020
	16/483584	2/27/2018
SLIM WAVEGUIDE COUPLING APPARATUS AND METHOD	9606288	3/28/2017
	20170003432	1/5/2017
	15/269231	9/19/2016
ILLUMINATION APPARATUS CONFINING LIGHT	9739924	8/22/2017
BY TOTAL INTERNAL REFLECTION AND METHODS OF FORMING THE SAME	20170090091	3/30/2017
METHODS OF FORWING THE SAME	15/373171	12/8/2016
SLIM WAVEGUIDE COUPLING APPARATUS AND	9798077	10/24/2017
METHOD	20170160456	6/8/2017
	15/432490	2/14/2017
ILLUMINATION APPARATUS CONFINING LIGHT	9829620	11/28/2017
BY TOTAL INTERNAL REFLECTION AND METHODS OF FORMING THE SAME	20170307799	10/26/2017
	15/647361	7/12/2017
PLANAR REMOTE PHOSPHOR ILLUMINATION	9857519	1/2/2018
APPARATUS	20160170120	6/16/2016
	14/409195	12/18/2014

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ILLUMINATION APPARATUS CONFINING LIGHT BY TOTAL INTERNAL REFLECTION AND METHODS OF FORMING THE SAME	9958589 20180052273 15/795484	5/1/2018 2/22/2018 10/27/2017
SLIM WAVEGUIDE COUPLING APPARATUS AND METHOD	9983351 20180074248 15/710940	5/29/2018 3/15/2018 9/21/2017
ADJUSTABLE WHITE LIGHT ILLUMINATION DEVICE	10,582,586 20190373700 16/425083	3/3/2020 12/5/2019 5/29/2019
ADJUSTABLE WHITE LIGHT ILLUMINATION DEVICE	10,925,134 20200236760 16/750031	2/16/2021 7/23/2020 1/23/2020
NEXT-HOP ROUTING OVER A PLURALITY OF DISTINCT CHANNELS IN A MESH NETWORK,	20200162993 16/678256	5/21/2020 11/8/2019



# EXHIBIT C

# Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Lightcell	77/969032 4064051	3/25/2010 11/29/2011
JLED	86/774387 5163915	9/30/2015 3/21/2017
Juganu	86/232209 5223035	11/10/2016 6/13/2017
Juganu Brighter	87/232210 5223036	11/10/2016 6/13/2017
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# EXHIBIT D

## Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE	The state of the control of the state of the	
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