

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS		
CONVEYING PARTY DATA			
Name			Execution Date
SATIFYF UK LIMITED			02/01/2022
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS ADMINISTRATIVE AGENT		
Street Address:	500 DELAWARE AVENUE, 11TH FLOOR		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	10432283		
Patent Number:	10374730		
Application Number:	16963746		
Application Number:	63130766		
CORRESPONDENCE DATA			
Fax Number:	(213)891-8763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	068627-0003		
NAME OF SUBMITTER:	RHONDA DELEON		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/02/2022		
Total Attachments: 7			
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of February 1, 2022 is made by the Persons listed on the signature pages hereof (individually and collectively, the "Obligor"), in favor of Wilmington Savings Fund Society, FSB, as Administrative Agent (in such capacity, together with its successors in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of February 1, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among SatixFy Communications Ltd, a limited liability company organized under the laws of Israel with company registration number 51-613503-5 ("Borrower"), the Lenders party thereto, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Term Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Security Agreement, dated as of February 1, 2022, in favor of the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Patents, including those listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties, to secure payment, performance and observance of the Obligations.

For the avoidance of doubt, with respect to the security interests granted by the Israeli Securing Parties and the English Securing Parties pursuant to the Security Agreement, this Agreement and each of the terms hereof relating to Patents shall be limited solely to Patents (including each of its constitutive parts) located in the United States of America or governed by the laws of the United States of America (including, for the avoidance of doubt, federal laws and state laws). Notwithstanding anything contained in this Agreement to the contrary, in respect of Collateral constituting IIA-Funded Know-How, the creation of any security interest over such Collateral and any enforcement thereof shall be subject to the IIA Provision (including the Research Law and all IIA Approvals).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the other Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN RESPECT OF COLLATERAL CONSTITUTING IIA-FUNDED KNOW-HOW, THE CREATION OF ANY SECURITY INTEREST OVER SUCH COLLATERAL AND ANY ENFORCEMENT THEREOF SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ISRAEL AND SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE ISRAELI COURTS.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

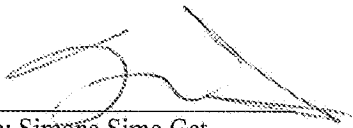
SATIXFY ISRAEL LTD

By Yoel Gat
Name: Yoel Gat
Title: Director

By Yoav Leibovitch
Name: Yoav Leibovitch
Title: Director

[Signature Page to Grant of Security Interest in Patent Rights]

SATIFY UK LIMITED

By 
Name: Simona Sima Gat
Title: Director

By 
Name: Menachem Burko
Title: Director

[Signature Page to Grant of Security Interest in Patent Rights]

ADMINISTRATIVE AGENT:

Wilmington Savings Fund Society, FSB,
as Administrative Agent

By 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Grant of Security Interest in Patent Rights]

Schedule A

U.S. Patent Registrations

Title	Application No.	Application Date	Grant No.	Grant Date	Current Owner
A Method of Exchanging Communications Between a Satellite and Terminals Associated Therewith	15/310,886	13.5.2015	US10305578	13.5.2015	Satixfy, Israel
Method and system for signal communications	15/354,913	17.11.2016	US10368327	30.7.2019	Satixfy, Israel
A Method for Utilizing Available Resources in a Communications Network	15/311,960	13.5.2015	US10014929	3.7.2018	Satixfy, Israel
A Method for Reducing Interference in Satellite Communications Network	15/311,969	13.5.2015	US10312997	4.6.2019	Satixfy, Israel
A method and system for satellite communication	15/361,281	25.11.2016	US10033509	24.7.2018	Satixfy, Israel
A method and system for satellite communication	16/026,399	3.7.2018	US10567141	18.2.2020	Satixfy, Israel
An Integral Dual Gimbal Device	15/313,842	13.5.2015	US10197215	5.2.2019	Satixfy, Israel
A Method for Operating Under Extremely Low Signal to Noise Ratios	15/747,621	14.7.2016	US10200158	5.2.2019	Satixfy, Israel
Terrestrial augmentation for a satellite blockage protection system	15/766072	29.9.2016	US10587334	10.3.20	Satixfy, Israel
Digital beam forming system and method	16/082,459	7.3.2017	US10432283	1.10.2019	Satixfy, UK
Calibration techniques for an antenna array	16/080,782	7.3.2017	US10374730	6.8.2019	Satixfy, UK
Methods and devices for operating in beam hopping configuration and under a range of signal to noise ratio conditions	16/693,311	24.11.2019	US10707904	7.7.2020	Satixfy, Israel

U.S. Patent Applications

Title	Application No.	Application Date	Current Owner
Multi-beamforming system and method	16/963,746	20.1.2019	Satixfy, UK
System and method for regenerative satellite communications	16/763,499	29.10.2018	Satixfy, Israel
Packet forwarding system and method	16/960,378	6.1.2019	Satixfy, Israel
Over the air calibration for electronically multibeam steering antenna	63/130,766	27.12.2020	Satixfy, UK

Methods and devices for operating in beam hopping configuration and under a range of signal to noise ratio conditions	16/904,738	18.6.2020	Satify, Israel
Translation of embedded software api's for carrying out software testing	17/270,673	22.8.2019	Satify, Israel
Satellite data communication system and method	17/234,326	19.4.2021	Satify, Israel
A Method and An Apparatus for Use in a Satellite Communications Network	16/969,073	11.8.2020	Satify, Israel
A Method for Implementing Beam Hopping in a Satellite Communications Network	16/969,082	11.8.2020	Satify, Israel