

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7275609

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CYBERPION LTD.	04/11/2022

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	11196635
Application Number:	17308604
Application Number:	17314185

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.

Phone: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 401 B STREET
Address Line 2: SUITE 1700
Address Line 4: SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	MATT SCHWARTZ
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/12/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 11, 2022 by and between **SILICON VALLEY BANK**, a California corporation, ("**Bank**") and **Cyberpion Ltd**, a company organized under the laws of the State of Israel, with its principal place of business located at 77 Derech Hamelech, Givat Shmuel, Israel ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor and (ii) **Cyberpion Inc.** a Delaware corporation ("**US Borrower**") (Grantor and US Borrower 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.

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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower'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 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally 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. Loan Documents. 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. 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.

6. 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.

7. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

CYBERPION LTD

DocuSigned by:
Nathaniel Gelernter
By: Nathaniel Gelernter
Name: Nathaniel Gelernter
Title: CEO

BANK:

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

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

None

None

EXHIBIT B

Patents

DescriptionRegistration/
Application
NumberRegistration/
Application
Date

Invention Title: CONNECTION TRACKING AND DETECTION AND PREVENTION OF DANGLING CONNECTIONS, by CYBERPION LTD									
Record ID	Country	Status	Substatus	Application Date	Application number	Grant Date	Grant Number	Next annuity action name	Next annuity action date
7748/1.3/US	United States of America	Granted	Renewals	23/02/2021	17/182,264	07/12/2021	11,196,635	Annuity Due	07/06/2025
7748/1.4/EP	European Patent Office (EPO)	Pending	Filed; Awaiting examination	05/10/2021	21201046.6			Annuity Due	31/10/2023
7748/1.5/IL	Israel	Pending	Filed; Awaiting examination	04/10/2021	286952				
7748/1.6/AU	Australia	Allowed	Notice of Allowance due	06/10/2021	2021245121			Annuity Due	06/10/2025

1. United States provisional patent application 63/021300: A System and Methods Thereof for an Improved and Effective Representation of a Tree of Nodes, filed on May 5, 2021.
2. United States patent application 17/314185: System and Method for Generation of Simplified Domain Name Server Resolution Trees, filed on May 7, 2021.
3. United States patent application 17/308604: System and Method for Improved and Effective Generation and Representation of a Communication Trust Tree, filed on May 5, 2021.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

None

None

None

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

None

None