# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7654766

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date	
D-FEND SOLUTIONS AD LTD	11/10/2022	

## **RECEIVING PARTY DATA**

Name:	KREOS CAPITAL VII AGGREGATOR SCSP
Street Address:	1 BOULEVARD DE LA FOIRE
City:	LUXEMBOURG
State/Country:	LUXEMBOURG

### **PROPERTY NUMBERS Total: 18**

Property Type	Number
Application Number:	16513769
Application Number:	16946472
Application Number:	17129619
Application Number:	17129664
Application Number:	17219780
Application Number:	17305332
Application Number:	17444907
Application Number:	17456798
Application Number:	17656806
Application Number:	17664652
Application Number:	17806074
PCT Number:	IB2020062129
PCT Number:	IB2021052467
PCT Number:	IB2022051707
PCT Number:	IB2022051708
PCT Number:	IB2022053252
PCT Number:	IB2022056027
PCT Number:	IL2019050807

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

PATENT REEL: 061833 FRAME: 0728

507607874

### 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: 11 KIRYAT MADA
Address Line 2: PO BOX 45087

Address Line 4: JERUSALEM, ISRAEL

ATTORNEY DOCKET NUMBER:	96088/69.995
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/Aaron Lewin/
DATE SIGNED:	11/20/2022

#### **Total Attachments: 8**

source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page1.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page2.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page3.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page4.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page5.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page6.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page7.tif source=D-Fend - Kreos - US IP Security Agreement-AMENDED-SIGNED#page8.tif

#### U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated November 10, 2022, is made by and between (i) **D-Fend Solutions AD Ltd.**, a company organized under the laws of the State of Israel, company no. 515600963 whose registered office is at 13 Zarhin Street, Ra'anana 4366241, Israel (the "Grantor"), and (ii) Kreos Capital VII Aggregator SCSp ("Kreos"), a special limited partnership incorporated in Luxemburg under registered number B264706 whose registered office is at 1 Boulevard de la Foire L-1528, Luxemburg; and

WHEREAS, Kreos and the Grantor have entered into that certain Agreement for the Provision of a Loan Facility dated November 10, 2022 (the "Loan Agreement"), to which a Debenture – Floating Charge (the "Debenture – Floating Charge") and a Debenture – Fixed Charge (the "Debenture – Fixed Charge"), in each case executed by Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture – Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture – Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture – Fixed Charge and the Debenture – Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office (the "USPTO") on any intellectual property owned by it throughout the term of this IP Security Agreement, all subject to terms set forth in the Debenture – Fixed Charge and Debenture – Floating Charge.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture – Floating Charge and the Debenture – Fixed Charge (collectively, the "Charge Agreements"), the Grantor hereby grants to Kreos a 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. <u>Security for Obligations</u>. 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 Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements) (the "Secured Obligations").

Section 3. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement or any amendments thereof.

Section 4. <u>Right to Request Information</u>. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that <u>Schedule A</u> is updated.

Section 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. 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/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements 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. Provided, however, that the Creditors shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. <u>Termination</u>. 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 its officer thereunto duly authorized as of the date first above written.

D-FEND SOLUTIONS AD LTD.
By:
Name: Zohar Halachmi
Title: Chairman and CEO
KREOS CAPITAL V AGGREGATOR SCSP
By:
Name:
Title

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

By:
Name:
Title:
Title.
KREOS CAPITAL VII AGGREGATOR SCSP
KREOS CAPITAL VII AGGREGATOR SCSP  By: Mark (allins
By: Mark Collins  KREOS CAPITAL VII AGGREGATOR SCSP  By: Mark Collins

**D-FEND SOLUTIONS AD LTD.** 

# **SCHEDULE A**

# **Intellectual Property**

Topic	Invention	Patent	Application	Priority date	Patent issued / stage	Status	Publication link
Торіс	Invention	Office	Аррисации	date	stage	Status	1 doneation link
Disrupting Drone Communication	Interfering in time-division duplex communication	US	US16/513,769	7/22/18	<u>US10728906</u>	Issued 7/28/20	<u>US10728906</u>
Disrupting Drone Communication	Interfering in time-division duplex communication	WIPO	PCT/IL2019/050807	7/22/18	N/A	Filed 7/17/19	N/A
Disrupting Drone Communication	Interfering in time-division duplex communication - software	US	US16/946,472	7/22/18	US16/946,472	Issued 6/18/22	US20210084659
Disrupting Drone Communication	Remote slowing or stopping a drone towards a target (no emergency)	US	US17/129,619	7/22/20	Office action received 6/3/22	Filed 12/21/20	US20210136778
Disrupting Drone Communication	Remote slowing or stopping a drone towards a target (no disconnect)	US	US17/129,664	7/22/20	Office action received 7/28/22	Filed 12/21/20	US20210136779
Disrupting Drone Communication	Systems, and method, and computer readable media that store instructions for slowing or stopping a progress, towards a target, of a drone controlled by a remote control unit	WIPO	PCT/IB2020/062129	7/22/20	Search report received 6/10/21	Filed 12/17/20	
Improving reception	Detection of repetitive data signals	US	US17/219,780	8/12/20	Request for issuance 5/23/22	Filed 3/31/21	US20220052900
Improving reception	Detection of repetitive data signals	WIPO	PCT/IB2021/052467	8/12/20		Filed 3/24/21	N/A

Multi sensor system	Processing information related to one or more monitored areas	US	US17/456,798	4/9/21		Filed 11/29/21	N/A
Multi sensor system	Processing information related to one or more monitored areas	WIPO	PCT/IB2022/053252	4/9/21	Office action received 7/11/22	Filed 4/7/22	N/A
Disconnecting Drone Communication	Disruption to an operation of an unmanned aerial vehicle (disrupting over link, malfunction)	US	US17/444,907	5/12/21		Filed 8/11/21	N/A
Disconnecting Drone Communication	Disruption to an operation of an unmanned aerial vehicle (disrupting over link, malfunction)	WIPO	PCT/IB2022/051707	5/12/21		Filed 2/26/22	N/A
Disrupting Drone Communication	Interfering in time-division duplex communication (Planning the order of interruptions to meet constraints)	US	US17/656,806	7/7/21		Filed 3/28/22	N/A
Disrupting Drone Communication		WIPO	PCT/IB2022/051708	7/7/21		Filed 2/26/22	N/A
Disrupting Drone Communication	Interfering in time-division duplex communication - continuation 2	US	US17/305,332	7/22/18		Filed 7/5/21	N/A
Communication Filtering Communication	unit	US	US17/806,074	11/19/21		Filed 6/8/22 Filed	N/A
Filtering	radio frequency	WIPO	PCT/IB2022/056027	11/19/21		6/28/22	N/A

	(RF) filtering unit					
Improving	Detection of repetitive data signals -				Filed	
reception	continuation1	US	US17/664,652	8/12/20	5/23/22	N/A

• Topic	Invention	Patent Office	Application	Priority date	Patent issued / stage	Status	Publication link
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Disrupting Drone Communication	Interfering in time-division duplex communicatio n	Israel	IL260726	7/22/18	II.260726	Issued 12/31/2 1	11.260726
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	US	US16/513,769	7/22/18	<u>US10728906</u>	Issued 7/28/20	US10728906
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	WIPO	PCT/IL2019/0508 07	7/22/18	N/A	Filed 7/17/19	N/A
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	Europ e	EU9841193.6	7/22/18		Filed 2/21/21	N/A
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	Korea	KR10-2021- 7004948	7/22/18	10-2285440	Issued 7/28/21	N/A
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	China	CH2019800484316	7/22/18	082020977	Granted 1/25/22	N/A
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	India	IN202117000459	7/22/18	Request for examination 1/4/22	Filed 1/5/21	N/A
Disrupting Drone Communication	Interfering in time-division duplex communicatio n	Japan	JP2021-504405	7/22/18	JP7059437	Granted 4/15/22	N/A
Disrupting Drone Communication	n - software	US	US16/946,472	7/22/18		Issued 6/18/22 Filed	<u>US2021008465</u> 9
Disrupting Drone Communication	Remote slowing or	Israel	IL276239	7/22/20			IL276239