

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7797841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BODY VISION MEDICAL LTD.	01/31/2023

RECEIVING PARTY DATA

Name:	PONTIFAX MEDISON FINANCE (ISRAEL) LIMITED PARTNERSHIP
Street Address:	14 SHENKAR STREET
City:	HERZLIYA
State/Country:	ISRAEL
Name:	PONTIFAX MEDISON FINANCE (CAYMAN) LIMITED PARTNERSHIP
Street Address:	14 SHENKAR STREET
City:	HERZLIYA
State/Country:	ISRAEL

PROPERTY NUMBERS Total: 30

Property Type	Number
Application Number:	14433414
Application Number:	15038849
Application Number:	15456130
Application Number:	15517852
Application Number:	15616323
Application Number:	16339209
Application Number:	16345885
Application Number:	16539750
Application Number:	16615721
Application Number:	16820280
Application Number:	16895022
Application Number:	17173484
Application Number:	17382488
Application Number:	17763747
Application Number:	17814576
Application Number:	18062464
Application Number:	61908297

PATENT

Property Type	Number
Application Number:	61923956
Application Number:	62013726
Application Number:	62052039
Application Number:	62065828
Application Number:	62306502
Application Number:	62405673
Application Number:	62407720
Application Number:	62415146
Application Number:	62510729
Application Number:	62718346
Application Number:	62811477
Application Number:	62888288
Application Number:	62965628

CORRESPONDENCE DATA

Fax Number: (973)301-8410

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: 9734433236

Email: njdocket@gtlaw.com

Correspondent Name: GREENBERG TRAUIG (NJ)

Address Line 1: 500 CAMPUS DRIVE

Address Line 2: SUITE 400

Address Line 4: FLORHAM PARK, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER: 150168 (ALL US)

NAME OF SUBMITTER: JUDI CORDO

SIGNATURE: /Judi Cordo/

DATE SIGNED: 02/15/2023

Total Attachments: 9

source=Body Vision Security Agreement#page1.tif

source=Body Vision Security Agreement#page2.tif

source=Body Vision Security Agreement#page3.tif

source=Body Vision Security Agreement#page4.tif

source=Body Vision Security Agreement#page5.tif

source=Body Vision Security Agreement#page6.tif

source=Body Vision Security Agreement#page7.tif

source=Body Vision Security Agreement#page8.tif

source=Body Vision Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of January 31, 2023, by and between BODY VISION MEDICAL LTD., an Israeli privately held company, having its principal executive offices at 7 Hamada St., Herzliya, Israel (“**Grantor**”), PONTIFAX MEDISON FINANCE (ISRAEL) LIMITED PARTNERSHIP, an Israeli partnership having its principal executive offices at 14 Shenkar St., Herzliya, Israel and PONTIFAX MEDISON FINANCE (CAYMAN) LIMITED PARTNERSHIP, a partnership formed under the laws of the Cayman Islands having its principal executive offices at 14 Shenkar St., Herzliya, Israel (“**Lenders**”).

RECITALS

A. Lenders and Grantor are parties to a Fixed Charge Agreement entered on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

B. The secured obligations as set forth in the Security Agreement (the “**Secured Obligations**”) are secured by the collateral detailed in the Security Agreement (the “**Collateral**”), including without limitation, all of Grantor’s intellectual property rights, which include, *inter alia*, intellectual property rights which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as detailed in Exhibits A, B and C attached hereto, respectively (collectively, “**Intellectual Property**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Secured Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations (owned solely or jointly by Grantor), attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Notwithstanding anything to the contrary herein, it is hereby clarified that with respect to such portion of the intellectual property rights which is or was developed with funding provided by the Israel Innovation Authority (such Intellectual Property, the “**Funded IP**”), the security herein shall be subject to the consent of the Israel Innovation Authority, in the form attached hereto as Exhibit D (the “**IIA Consent**”), and that the sale, assignment or another transfer of the Funded IP may be subject to the IIA Consent and the provisions of applicable grant certificates or undertaking issued by the IIA and applicable Israeli laws and regulations and any payment obligation imposed thereunder.

Lender hereby authorizes Grantor to (a) modify this Agreement unilaterally solely by amending the exhibits to this Agreement to include any intellectual property rights which Grantor registers, files, or otherwise obtains in the United States of America subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new intellectual property rights with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the State of Israel. Any dispute arising under or with respect to this Agreement shall be resolved exclusively in the appropriate court in the state of Israel. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts

and waives and agrees not to assert any objection to the jurisdiction or convenience thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The rights, powers and remedies of Lenders under this Agreement shall be in addition to all rights, powers and remedies given to Lenders by virtue of any applicable law, rule or regulation of any governmental authority, or any agreement between the parties, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lenders' rights hereunder. Grantor waives any right to require Lenders to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Lenders' power.

Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. Except as otherwise expressly stated to the contrary herein or in the Security Agreement, each of the parties hereto shall not assign or transfer any of its rights or obligations hereunder absent the prior written consent of the other party, which consent shall not be unreasonably withheld.

Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be made in accordance with Section 14 ('*Notices*') of the Security Agreement.

No failure on the part of Lenders to exercise and no delay in exercising any power or right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The remedies herein and in any other instrument, document or agreement delivered or to be delivered to the Lenders hereunder or in connection herewith are cumulative and not exclusive of any remedies provided by law. No notice to or demand on the Grantor not required under the Security Agreement shall entitle the Lenders to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Lenders to any other or further action in any circumstances without notice or demand. No amendment, modification or waiver of any provision of this Agreement or consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Lenders and the Grantor, and then such amendment, modifications, waiver or consent shall be effective only in the specific instances and for the specific purpose for which given.

This Agreement, together with the Security Agreement and the other loan documents signed in connection with the Secured Obligations ("**Loan Documents**") constitute the full and entire understanding and agreement among the parties with regard to the subject matters hereof and thereof. The preamble, exhibits and schedules hereto are part of this Agreement.

References in this Agreement and each of the other Loan Document to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. The words "include" and "including" and words of similar import when used in this Agreement or any other Loan Document shall not be construed to be limiting or exclusive.

Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

All representations and warranties made herein shall survive the execution and delivery hereof.

Without derogating from the provisions contained herein, Grantor shall bear the expenses incurred in connection with the preparation, filing, perfection and removal of the security interest to this Agreement.

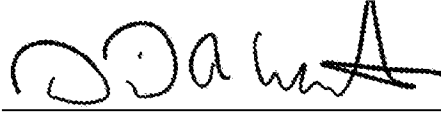
This Agreement and the security interest granted hereunder to the Lenders shall terminate and be removed upon the final payment and full of all Secured Obligations. Upon termination of this Agreement and the security interest granted to the Lenders hereunder, the Lenders shall execute all documents reasonably necessary to remove the security interest granted by the Grantor hereunder and take any action reasonably necessary to remove the security interest granted by the Grantor hereunder, including without limitation, the filing of termination statements with the United States Patent and Trademark Office, the United States Copyright Office or with any similar office in another jurisdiction, as applicable, for the applicable Intellectual Property. In case of contradiction between this Agreement and the Security Agreement, the provision of the Security Agreement shall prevail and govern.

[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:

BODY VISION MEDICAL LTD.

By:  _____

Title: CEO

Name: David Webster

[Signature page to Intellectual Property Security Agreement]

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.

LENDERS:

PONTIFAX MEDISON FINANCE (ISRAEL) LIMITED PARTNERSHIP

By: _____
Name: *Sheema (M.M.) Ibrahim*
Title: *PARTNER*

PONTIFAX MEDISON FINANCE (CAYMAN) LIMITED PARTNERSHIP

By: _____
Name: *Sheema (M.M.) Ibrahim*
Title: *PARTNER*

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

N/A

EXHIBIT B

Patents

Country	Application Number	Filed Date	Patent No.	Grant Date
United States of America	14/433,414	2015-01-06	9,743,896	2017-08-29
United States of America	15/038,849	2014-11-25		
United States of America	15/456,130	2017-03-10	10,674,970	2020-06-09
United States of America	15/517,852	2015-10-20		
United States of America	15/616,323	2017-06-07	11,071,509	2021-07-27
United States of America	16/339,209	2017-10-05		
United States of America	16/345,885	2017-10-30	10,918,273	2021-02-16
United States of America	16/539,750	2019-08-13		
United States of America	16/615,721	2018-05-24		
United States of America	16/820,280	2020-03-16		
United States of America	16/895,022	2020-06-08	11,350,893	2022-06-07
United States of America	17/173,484	2021-02-11		
United States of America	17/382,488	2021-07-22		
United States of America	17/763,747	2020-08-14		
United States of America	17/814,576	2022-07-25		
United States of America	18/062,464	2022-12-06		
United States of America	61/908,297	2013-11-25		
United States of America	61/923,956	2014-01-06		
United States of America	62/013,726	2014-06-18		
United States of America	62/052,039	2014-09-18		
United States of America	62/065,828	2014-10-20		
United States of America	62/306,502	2016-03-10		
United States of America	62/405,673	2016-10-07		
United States of America	62/407,720	2016-10-13		
United States of America	62/415,146	2016-10-31		
United States of America	62/510,729	2017-05-24		
United States of America	62/718,346	2018-08-13		
United States of America	62/811,477	2019-02-27		
United States of America	62/888,288	2019-08-16		
United States of America	62/965,628	2020-01-24		

EXHIBIT C

Trademarks

N/A

EXHIBIT D

IIA Consent