

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8057962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LOAN SECURITY HOLDINGS II, LLC	07/13/2023

RECEIVING PARTY DATA

Name:	INMODE LTD
Street Address:	SHA'AR YOKNEAM, P.O. BOX 533
Internal Address:	TAVOR BUILDING
City:	YOKNEAM
State/Country:	ISRAEL
Postal Code:	20692

PROPERTY NUMBERS Total: 31

Property Type	Number
Application Number:	62219354
Application Number:	15268398
PCT Number:	US1652320
Application Number:	62508856
Application Number:	60743247
Patent Number:	8961511
Application Number:	14629186
PCT Number:	US0703542
Application Number:	61243686
Patent Number:	9271785
Application Number:	15001021
PCT Number:	US1049045
Patent Number:	9415235
PCT Number:	US1332066
Application Number:	15188948
Patent Number:	7442192
Patent Number:	11511110
Application Number:	16482581
Application Number:	17025912

PATENT

Property Type	Number
Patent Number:	11154349
Application Number:	17228999
Application Number:	17496448
Application Number:	60396038
Application Number:	60416206
Application Number:	60418089
Application Number:	63143698
Application Number:	62452889
Application Number:	62690534
Application Number:	17587993
Application Number:	17981174
Application Number:	12061090

CORRESPONDENCE DATA

Fax Number: (412)355-6501
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: 4123558332
Email: piuspatents@klgates.com
Correspondent Name: K&L GATES LLP - ROBERT J. SOVESKY
Address Line 1: 210 SIXTH AVENUE
Address Line 2: K&L GATES CENTER
Address Line 4: PITTSBURGH, PENNSYLVANIA 15222-2613

NAME OF SUBMITTER:	ROBERT J. SOVESKY
SIGNATURE:	/Robert J. Sovesky/
DATE SIGNED:	07/14/2023

Total Attachments: 12
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EXHIBIT B
INTELLECTUAL PROPERTY RIGHTS

(a) Patents and Patent Applications

Title	Territory	Filing Date	Application No. / Patent No.	Status	Owner
METHODS AND SYSTEMS FOR TREATING URINARY STRESS INCONTINENCE	US	9/16/2015	62/219,354	Expired	Viveve, Inc.
METHODS AND SYSTEMS FOR TREATING URINARY STRESS INCONTINENCE	US	9/16/2016	15/268,398	Pending	Viveve, Inc.
METHODS AND SYSTEMS FOR TREATING URINARY STRESS INCONTINENCE	PCT	9/16/2016	PCT/US2016/052320	Pending	Viveve, Inc.
SYSTEM FOR ENDOVAGINAL DELIVERY OF THERAPEUTIC ENERGIES	US	5/19/2017	62/508,856	Expired	Viveve, Inc.
VAGINAL REJUVENATION TREATMENT DEVICE AND METHODS	US	2/7/2006	60/743,247	Expired	Tivamed, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	2/7/2007	8961511	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	2/23/2015	14/629,186	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	PCT	2/7/2007	PCT/US07/03542	Expired	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	US	9/18/2009	61/243,686	Expired	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	9/16/2010	9271785	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	1/19/2016	15/001,021	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	PCT	9/16/2010	PCT/US10/49045	Expired	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	AT	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	AU	9/16/2010	2010295586	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	BE	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	BR	9/16/2010	11 2012 0060597	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	CA	9/16/2010	2774265	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	CH	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	CZ	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	DE	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	DK	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	EP	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	ES	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	FR	9/16/2010	2477695	Issued	Viveve, Inc.

Title	Territory	Filing Date	Application No. / Patent No.	Status	Owner
VAGINAL REMODELING DEVICE AND METHODS	GB	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	GR	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	HK	9/16/2010	1167590	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	HR	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	HU	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	IE	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	IN	9/16/2010	2321/DELNP/2012	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	IT	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	JP	9/16/2010	5763646	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	KR	9/16/2010	10-1643799	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	KR	9/16/2010	10-1681880	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	KR	9/16/2010	10-2016-7032868	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	LU	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	MC	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	NL	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	NO	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	PL	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	PT	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	SE	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	SI	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	TR	9/16/2010	2477695	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	TW	9/29/2010	99133093	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	CN	5/18/2012	ZL201080049557.4	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	CN	4/12/2016	201610223768.4	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	MC	5/30/2016	J/002193	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	HK	9/7/2016	16110627.2	Pending	Viveve, Inc.
TREATMENT DEVICE FOR REPAIRING FEMALE VAGINAL TISSUE	CN	3/16/2012	201220099603.8	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE	HK	3/11/2013	1175355	Issued	Viveve, Inc.
THERAPY DEVICE WITH ELECTRODE FINGER COT FOR REPAIRING FEMALE VAGINAL TISSUE	CN	3/16/2012	201220099605.7	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE WITH ELECTRODE FINGER HOLDER	HK	3/11/2013	1175354	Issued	Viveve, Inc.

Title	Territory	Filing Date	Application No. / Patent No.	Status	Owner
VAGINAL REMODELING DEVICE WITH TEMPERATURE SENSOR	CN	3/16/2012	ZL20122009961 8.4	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE WITH TEMPERATURE SENSOR	HK	3/11/2013	1175353	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE WITH DIRECTIONAL SENSORS	CN	3/16/2012	ZL20122009962 0.1	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE WITH DIRECTIONAL SENSORS	HK	3/11/2013	1175352	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND SYSTEM WITH DEPTH MARKERS	CN	3/16/2012	ZL20122009963 4.3	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE	HK	3/11/2013	1175351	Issued	Viveve, Inc.
CURER FOR REPAIRING FEMALE VAGINAL TISSUE	CN	3/16/2012	201210069908.9	Pending	Viveve, Inc.
VAGINAL TISSUE REPAIR TREATMENT DEVICE WITH TEMPERATURE SENSOR OR DEPTH MARKER	CN	3/16/2012	201210069910.6	Pending	Viveve, Inc.
THERAPEUTIC EQUIPMENT USED FOR REPAIRING VAGINA TISSUE AND PROVIDED WITH DIRECTION SENSOR OR DEPTH LABEL	CN	3/16/2012	ZL 201210069909.3	Issued	Viveve, Inc.
CURER FOR REPAIRING FEMALE VAGINAL TISSUE	CN	3/16/2012	ZL20121006990 6.X	Issued	Viveve, Inc.
CURER FOR REPAIRING FEMALE VAGINAL TISSUE	HK	3/15/2014	1189531	Issued	Viveve, Inc.
THERAPEUTIC DEVICE FOR REPAIRING FEMALE VAGINAL TISSUES	CN	3/16/2012	ZL20120099648.5	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE	MC	5/30/2016	J002194	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE	HK	3/11/2013	1175350	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	3/15/2013	9415235	Issued	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	PCT	3/15/2013	PCT/US13/3206 6	Expired	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	BR	9/16/2014	1120140228663.0	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	CA	10/6/2014	2869728	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	DE	3/10/2015	202013012099.1	Issued	Obtaining confirmatory Assignment to Viveve, Inc.

Title	Territory	Filing Date	Application No. / Patent No.	Status	Owner
VAGINAL REMODELING DEVICE AND METHOD	EP	10/10/2014	13760612.5	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	IN	10/15/2014	2014MUMNP2062	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	JP	9/16/2014	2015-500653	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	KR	10/16/2014	1020147029000	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	MX	9/15/2014	341571	Issued	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE	RU	10/14/2014	2014141309	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	SG	9/11/2014	11201405630T	Abandoned	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	TW	3/14/2013	102109033	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	CN	4/19/2016	201610244844.X	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	SG	9/16/2016	10201607753W	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	HK	10/6/2016	16111609	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHOD	US	6/21/2016	15/188,948	Pending	Obtaining confirmatory Assignment to Viveve, Inc.
METHOD AND APPARATUS FOR SURGICAL DISSECTION	US	7/14/2003	7442192	Issued	Licensed
METHODS FOR TREATING URINARY STRESS INCONTINENCE	US	11/29/2022	11511110	Issued	Viveve, Inc.
DEVICES FOR DUAL MECHANISM AESTHETIC TREATMENT AND METHODS OF USE THEREOF	US	7/31/2019	16/482581	Pending	Viveve, Inc.
METHODS AND SYSTEMS FOR TREATING URINARY STRESS INCONTINENCE	US	9/18/2020	17/025912	Pending	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	10/26/2021	11154349	Issued	Viveve, Inc.
VAGINAL REMODELING DEVICE AND METHODS	US	4/13/2021	17/228,999	Pending (OA Issued)	No Assignment Recorded

Title	Territory	Filing Date	Application No. / Patent No.	Status	Owner
VAGINAL REMODELING DEVICE AND METHODS	US	10/7/2021	17/496,448	Pending (OA issued)	No Assignment Recorded
METHOD AND APPARATUS FOR ELECTROSURGICAL TISSUE TREATMENT	US	7/14/2002	60/396,038	Expired	No Assignment Recorded
METHOD AND APPARATUS FOR SURGICAL DISSECTION	US	10/3/2002	60/416,206	Expired	No Assignment Recorded
METHOD AND APPARATUS FOR SURGICAL DISSECTION	US	10/13/2002	60/418,089	Expired	No Assignment Recorded
THERAPEUTIC COOLING METHODS FOR TREATING TISSUE	US	1/29/2021	63/143,698	Expired	Viveve, Inc.
DEVICES FOR DUAL MECHANISM AESTHETIC TREATMENT AND METHODS OF USE THEREOF	US	1/31/2017	62/452,889	Expired	Viveve, Inc.
METHODS FOR TREATING URINARY STRESS INCONTINENCE	US	6/27/2018	62/690,534	Expired	Viveve, Inc. and Bruce Baldwin Allan
DEVICES FOR DUAL MECHANISM AESTHETIC TREATMENT AND METHOD OF USE THEREOF	US	1/28/2022	17/587,993	Pending	No Assignment Recorded
METHOD FOR TREATING URINARY STRESS INCONTINENCE	US	11/4/2022	17/981,174	Pending	Not publicly available
METHOD AND APPARATUS FOR SURGICAL DISSECTION	US	4/2/2008	12/061,090	Abandoned	No Assignment Recorded

(b) TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
VIVEVE	Argentina	Registered	2996075	4/19/2010	2424113	2/21/2011
VIVEVE	Argentina	Registered	2996074	4/19/2010	2423938	2/21/2011
VIVEVE	Argentina	Registered	2996073	4/19/2010	2423937	2/21/2011
VIVEVE (From Int'l Reg No. 1024357)	Australia	Registered	1024357	11/25/2009	1024357	11/25/2009
GENEVEVE	Brazil	Pending	911579150	9/2/2016		
GENEVEVE	Brazil	Pending	911579192	9/2/2016		
GENEVEVE	Brazil	Published	912266821	2/7/2017		
GENEVEVE (Expanded)	Brazil	Published	912266872	2/7/2017		
Miscellaneous Design (Geneveve Logo)	Brazil	Pending	911579036	9/2/2016		
Miscellaneous Design (Geneveve Logo)	Brazil	Pending	911579109	9/2/2016		
VIVEVE	Brazil	Registered	830522239	1/27/2010	830522239	12/18/2012
VIVEVE	Canada	Registered	1460488	11/25/2009	TMA859758	9/10/2013
GENEVEVE	China	Published	17766348	8/27/2015		
GENEVEVE	China	Published	17744749	8/25/2015		
GENEVEVE (Expanded)	China	Pending	tbd	4/11/2017		
Miscellaneous Design (Geneveve Logo)	China	Pending	20990207	8/16/2016		
VIVEVE (Chinese Characters)	China	Registered	10892457	8/14/2013	10892457	8/14/2013
VIVEVE (Chinese Characters)	China	Registered	10892458	8/14/2013	10892458	8/14/2013
VIVEVE (Chinese Characters)	China	Registered	10892459	8/14/2013	10892459	8/14/2013
VIVEVE (From Int'l Reg No. 1024357)	China	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE	Colombia	Registered	9146592	12/22/2009	403764	6/24/2010
VIVEVE	Colombia	Registered	9146590	12/22/2009	403763	6/24/2010
GENEVEVE	European Community	Registered	15802838	9/5/2016	015802838	1/6/2017
GENEVEVE (Expanded)	European Community	Published	16326837	2/7/2017		
Miscellaneous Design (Geneveve Logo)	European Community	Registered	15802887	9/5/2016	15802887	1/6/2017
VIVEVE (From Int'l Reg No. 1024357)	European Community	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE	Hong Kong	Registered	301484956	11/26/2009	301484956	6/14/2010
VIVEVE	India	Registered	1892699	12/7/2009	1892699	6/6/2016
VIVEVE	Israel	Registered	226640	1/24/2010	226640	3/7/2011
VIVEVE	Israel	Registered	226638	1/24/2010	226638	3/7/2011
VIVEVE	Israel	Registered	226639	1/24/2010	226639	3/7/2011
VIVEVE (From Int'l Reg No. 1024357)	Japan	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE	Madrid Protocol (TM)	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE	Mexico	Registered	1063744	1/29/2010	1144600	2/22/2010
VIVEVE	Mexico	Registered	1063725	1/29/2010	1144596	2/22/2010
VIVEVE	Mexico	Registered	1063741	1/29/2010	1144599	2/22/2010
VIVEVE (From Int'l Reg No. 1024357)	Norway	Registered	1024357	11/25/2009	1024357	11/25/2009
GENEVEVE	Republic of Korea	Registered	4520150007909	8/26/2015	45-0067590	8/31/2016

Mark	Jurisdiction	Status	Application No.	Application Date	Registration No.	Registration Date
GENEVEVE (Expanded)	Republic of Korea	Pending	4020170046090	4/11/2017		
Miscellaneous Design (Geneveve Logo)	Republic of Korea	Published	4520160006664	8/17/2016		
VIVEVE (From Int'l Reg No. 1024357)	Republic of Korea	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE (Korean Characters)	Republic of Korea	Registered	4020150038512	5/26/2015	401156448	1/22/2016
VIVEVE (From Int'l Reg No. 1024357)	Russian Federation	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE	Saudi Arabia	Registered	153508	4/7/2010	128305	10/9/2011
VIVEVE	Saudi Arabia	Registered	153507	4/7/2010	128304	10/9/2011
VIVEVE	Saudi Arabia	Registered	153506	4/7/2010	128303	10/9/2011
VIVEVE	Singapore	Registered	T1002460H	3/1/2010	T1002460H	9/9/2010
VIVEVE (From Int'l Reg No. 1024357)	Singapore	Registered	1024357	11/25/2009	1024357	11/25/2009
VIVEVE (From Int'l Reg No. 1024357)	Switzerland	Registered	1024357	11/25/2009	1024357	11/25/2009
GENEVEVE	Taiwan	Pending	105053033	9/5/2016		
GENEVEVE (Expanded)	Taiwan	Pending	106020656	4/11/2017		
Miscellaneous Design (Geneveve Logo)	Taiwan	Pending	105053035	9/5/2016		
GENEVEVE	Thailand	Pending	160105704	9/7/2016		
GENEVEVE (Expanded)	Thailand	Pending	170106204	2/24/2017		
Miscellaneous Design (Geneveve Logo)	Thailand	Pending	160105703	9/7/2016		
VIVEVE (From Int'l Reg No. 1024357)	Turkey	Registered	1024357	11/25/2009	1024357	11/25/2009
GENEVEVE	United States of America	Abandoned	86/546576	2/26/2015		
GENEVEVE	United States of America	Abandoned	86/732394	8/21/2015		
GENEVEVE (Expanded)	United States of America	Abandoned	87/321846	2/2/2017		
Miscellaneous Design (Geneveve Logo)	United States of America	Abandoned	86/931037	3/7/2016		
THE SCIENCE OF SATISFACTION	United States of America	Abandoned	87/105962	7/15/2016		
VIVEVE	United States of America	Registered	77/833814	9/24/2009	4222217	10/9/2012
VIVEVE	Argentina	Registered	2996075	4/19/2010	2424113	2/21/2011

EXHIBIT C
IP ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of July 13, 2023, by and between LOAN SECURITY HOLDINGS II, LLC (“**Seller**”), a Delaware limited liability company and INMODE LTD, an Israeli corporation (“**Buyer**”) (each a “**Party**,” and collectively the “**Parties**”) with reference to the following facts and recitals:

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of July 13, 2023 (the “**Purchase Agreement**”), pursuant to which Seller has agreed to sell, assign, transfer, and deliver to Buyer, and Buyer has agreed to purchase, acquire, and accept from Seller, all right, title, and interest of Seller in and to the Collateral, (as defined in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other purchased assets, certain intellectual property of Seller and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, United States Copyright Office, domain name registrars and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to such terms in the Purchase Agreement. For the purposes of this IP Assignment, the following terms will have the following meanings ascribed to them:

(a) “**Patents**” means any and all applications, patents, or registrations thereof, including any legal equivalent thereof in a foreign country, including the right to claim priority both in the United States and in all foreign countries, in and to, all Letters Patent and registrations to be obtained for the Asset or any continuation, division, renewal, non-provisional, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof described in, comprised in, or relating to the applications, patents, or registrations thereof set forth in Exhibit B to the Purchase Agreement;

(b) “**Trademarks**” means any trade or service marks and logos described in, comprised in, or relating to the marks and logos set forth in Exhibit B to the Purchase Agreement and all rights and goodwill associated therewith.

2. Assignment of IP. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Buyer (including without limitation its successors and assigns) the following rights:

(a) Patents. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Buyer (including without limitation its successors and assigns) all right, title and interest of every kind and character throughout the world in and to the Patents, including without limitation (a) any and all applications, patents, or registrations thereof, including any legal equivalent thereof in a foreign country, including the right to claim priority both in the United States and in all foreign countries, in and to, all Letters Patent and registrations to be obtained for the Patents or any continuation, division, renewal, non-provisional, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof; (b) any and all contractual rights related to the Patents; (c) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued, (d) the right to sue for all past, present and future infringements or other violations of any rights relating to the Patents and to settle and retain proceeds from any such actions; and (e) any and all other rights and interests arising out of, in connection with or in relation to the Patents. Upon Buyer's request, Seller will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Patents.

(b) Trademarks. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Buyer (including without limitation its successors and assigns) all right, title and interest of every kind and character throughout the world in and to the Trademarks, including without limitation (a) all foreign, federal, state, local, statutory and common law and other rights to the Trademarks; (b) the exclusive right to apply for and maintain all domestic and foreign trademark applications and registrations for the Trademarks (and all extensions and renewals of such applications and registrations); (c) any and all contractual rights related to the Trademarks; (d) all goodwill associated therewith and symbolized by the Trademarks and the portion of the business of the Company to which the Trademarks pertain; (e) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued, (f) the right to sue for all past, present and future infringements or other violations of any rights relating to the Trademarks and to settle and retain proceeds from any such actions; and (g) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. Upon Buyer's request, Seller will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Trademarks.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets are incorporated herein by this reference. The parties

hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Appointment. Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller' agents and attorneys-in-fact, to act for an on behalf and instead of Seller, to solely to insert on this IP Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

“SELLER”

LOAN SECURITY HOLDINGS II LLC

By: Andrei Dorenbaum
Name: Andrei Dorenbaum
Title: Authorized Signatory

“BUYER”

INMODE LTD

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

“SELLER”

LOAN SECURITY HOLDINGS II LLC

By: _____
Name: Andrei Dorenbaum
Title: Authorized Signatory

“BUYER”

INMODE LTD

By: _____
Name: Yair Malca
Title: CFO