

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	SATIFY UK LIMITED	10/30/2023
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: 8		
Property Type	Number	
Application Number:	17617392	
Application Number:	17624405	
Application Number:	63404201	
Application Number:	17892522	
Application Number:	63581772	
Application Number:	63581756	
Application Number:	18154905	
Application Number:	63404191	
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:	10/30/2023
Total Attachments: 5 source=FP I Satxify - First Supplement to Patent Security Agreement (NY)#page1.tif source=FP I Satxify - First Supplement to Patent Security Agreement (NY)#page2.tif source=FP I Satxify - First Supplement to Patent Security Agreement (NY)#page3.tif source=FP I Satxify - First Supplement to Patent Security Agreement (NY)#page4.tif source=FP I Satxify - First Supplement to Patent Security Agreement (NY)#page5.tif	

FIRST SUPPLEMENT TO GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of October 30, 2023 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.

WITNESSETH:

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 January 31, 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 which interest was recorded pursuant to that certain Grant of Security Interest in Patent Rights, dated February 1, 2022 (the "Patent Security Agreement") with the United States Patent and Trademark Office at reel/frame 058946/0696;

WHEREAS, since the date of the Patent Security Agreement, the Obligor has acquired additional Patents that are set forth on Schedule A attached hereto;

WHEREAS, pursuant to the Security Agreement, the Obligor is required to execute and deliver such short-form security agreements appropriate to protect the interests of the Administrative Agent in any newly acquired or applied for 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.

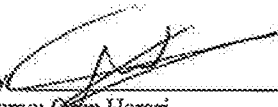
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN RESPECT OF COLLATERAL CONSTITUTING IIA-FUNDED KNOW-HOW, THE CREATION OF ANY SECURITY INTEREST OVER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

(Remainder of the page intentionally left blank)

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.

OBLIGORS:

SATIXFY ISRAEL LTD

By 
Name: Ofen Harari
Title:

SATIXFY UK LIMITED

By 
Name: Menachem Burko
Title:

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

Schedule A

U.S. Patent Applications

Title	Application No.	Application Date	Current Owner
Phased array antenna and system and method of antenna operation	17/617,392	08.06.20	Satixfy UK Limited
Digital Scalable Phased Array Architecture	17/624,405	22.06.20	Satixfy UK Limited
Digital RF Beam Forming RX	63/404,201	07.09.22	Satixfy UK Limited
Scalable multi beamforming topology supporting an electronically steered array antenna	17/892,522	22.08.22	Satixfy UK Limited
A device and a method for transmitting communications in a satellite network using beam-hopping	17/421,795	08.01.20	Satixfy Israel Ltd
Combined scanning antenna	63/581,772	11.9.2023	Satixfy UK Limited
Phase array calibration beamforming and pattern optimization using a neural network	63/581,756	11.9.2023	Satixfy UK Limited
Air Breathing Platform Mounted Satcom Radome 18154905	18154905	---	Satixfy UK Limited
Allocation of Downlink Carrier Power in LEO Communication Satellites	17/273,092	01.09.19	Satixfy Israel Ltd
Over the air calibration for electronically multibeam steering antenna	63/404,191	07.09.22	Satixfy UK Limited