

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI513966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Lightricks Ltd	09/19/2024
RECEIVING PARTY DATA	
Company Name:	HSBC Bank plc
Street Address:	8 Canada Square
Internal Address:	European Corporate Banking Centre
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11107504
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	6196992928
Email:	julia.brow@us.dlapiper.com
Correspondent Name:	DLA Piper LLP
Address Line 1:	4365 Executive Drive
Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	442400-000071
NAME OF SUBMITTER:	Julia Brow
SIGNATURE:	Julia Brow
DATE SIGNED:	09/23/2024
Total Attachments: 9	
source=Lightricks IPSA#page1.tiff	
source=Lightricks IPSA#page2.tiff	
source=Lightricks IPSA#page3.tiff	
source=Lightricks IPSA#page4.tiff	

source=Lightricks IPSA#page5.tiff
source=Lightricks IPSA#page6.tiff
source=Lightricks IPSA#page7.tiff
source=Lightricks IPSA#page8.tiff
source=Lightricks IPSA#page9.tiff

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of September 19, 2024, by and between **HSBC BANK PLC** (“**Bank**”) and **LIGHTRICKS LTD**, an Israeli corporation with its principal place of business located at Prof. Racah Street 5/4, Givat Ram, Jerusalem, Israel (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among (i) Bank, (ii) Grantor, 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 Grantor, 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 Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’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.

provided, however, that such Collateral shall not include any rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

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 to which Bank became aware from either: (i) publicly available information; or (ii) information provided to the Bank by the Grantor, 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, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 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 any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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.

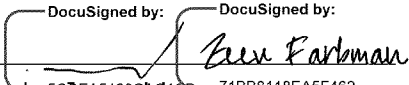
7. Choice of Law, Venue, and Jury Trial. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

[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:

LIGHTRICKS LTD

By:  DocuSigned by: Zeev Farberman
607EAC109C344C... 71BB8118EA5F462...
Title: CFO CEO

BANK:

HSBC BANK PLC

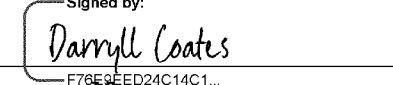
By:  Signed by: Darryll Coates
F76E9EED24C14C1...
Title: Head of ECBC

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and methods for synchronizing a video signal with an audio signal	11107504	08/31/21

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FACETUNE	4635688	11/11/14
PIXALOOP	6128231	08/18/20
VIDEOLEAP	6128230	08/18/20
ENLIGHT PIXALOOP	6128232	08/18/20
[DESIGN ONLY]	6488568	09/21/21
[DESIGN ONLY]	6451061	08/17/21
LIGHTLEAP	6465878	08/31/21
[DESIGN ONLY]	6571319	11/30/21
PHOTOLEAP	6465877	08/31/21
[DESIGN ONLY]	6542254	11/02/21
FACETUNE	6350634	05/18/21
[DESIGN ONLY]	6578352	12/07/21
[DESIGN ONLY]	6383068	06/15/21
BEATLEAP	6413793	07/13/21
ENLIGHT PHOTOFOX	5583069	10/16/18
ENLIGHT VIDEOLEAP	5711917	04/02/19
LIGHTRICKS	6375127	06/08/21
[DESIGN ONLY]	6488580	09/21/21
[DESIGN ONLY]	6436472	08/03/21
MOTIONLEAP	6897474	11/15/22
FILTERTUNE BY LIGHTRICKS	6392034	06/22/21
ARTLEAP	6465858	08/31/21
[DESIGN ONLY]	6261101	02/02/21
[DESIGN ONLY]	6261220	02/02/21
IDM STUDIO	98380159	01/29/24
[DESIGN ONLY]	6262004	02/02/21

LTX	98380171	01/19/24
IDM	98380142	01/29/24
LTX STUDIO	98380179	01/29/24
POP PAYS	5888986	10/22/19
AGILE ADVERTISING SUITE	6931961	12/20/22
AGILE ADVERTISING	6931959	12/20/22
POPULAR PAYS	5813391	07/23/19
POP PAYS	5888987	10/22/19
AGILE ADVERTISING PLATFORM	6931960	12/20/22
CREATE SOMETHING WORTH SHARING	6931962	12/20/22
LTX	79403634	07/12/24
FACETUNE IRL	79402269	07/12/24
LTX STUDIO BY LIGHTEICKS	79402804	07/12/24
FACETUNE IN REAL LIFE	79402234	07/12/24
LTX STUDIO	79402772	07/12/24
LTX STUDIO	79403119	07/12/24
LTX STUDIO BY LIGHTRICKS	79403121	07/12/24
LTX	79403633	07/12/24

EXHIBIT D

Mask Works

None.