

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROTALIX LTD.		12/07/2016	Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19899		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4004202	PROCELLEX	
Serial Number:	77716254	UPLYSO	
Registration Number:	3964019	LIFLYSO	
Serial Number:	86662085	AIR DNASE	
CORRESPONDENCE DATA			
Fax Number:	2124687900		
<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:	2123364040		
Email:	hcheng@mofo.com		
Correspondent Name:	Gabriel Yomi Dabiri		
Address Line 1:	250 West 55th Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	72295-21		
NAME OF SUBMITTER:	Gabriel Yomi Dabiri		
SIGNATURE:	/Gabriel Yomi Dabiri/		
DATE SIGNED:	12/09/2016		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, PROTALIX LTD., an Israeli limited company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Protalix BioTherapeutics, Inc. (the “**Issuer**”), the Guarantors party thereto, The Bank of New York Mellon Trust Company, N.A., as Trustee, and Wilmington Savings Fund Society, FSB, as Collateral Agent, are parties to an Indenture dated as of December 7, 2016 (as amended from time to time, the “**Indenture**”); and

WHEREAS, pursuant to a Security Agreement dated as of December 7, 2016 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuer, the Guarantors party thereto and Wilmington Savings Fund Society, FSB, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of any and all of the foregoing.

For the avoidance of doubt, in no event shall the Trademark Collateral include any United States “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of such application under applicable federal law.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, (a) with respect to the security interests granted by any Israeli Grantor pursuant to this Trademark Security Agreement, this Trademark Security Agreement and each of the terms hereof relating to Trademark Collateral shall be limited solely to Trademark Collateral (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); and (b) in respect of Trademark Collateral constituting IIA-Funded Know-How, the creation of any security interest over such Trademark Collateral and any enforcement thereof shall be (i) subject to the IIA Restrictions (including the Research Law and the IIA Approval) and (ii) governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the Israeli courts.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of December, 2016.

PROTALIX LTD.

By: _____

Name: Yossi Maimon
Title: VP, Chief Financial Officer

Acknowledged:

WILMINGTON SAVINGS FUND SOCIETY,
FSB,
as Collateral Agent

By: _____

Name:
Title:

Geoffrey J. Lewis
Vice President

**Schedule 1
to Trademark
Security Agreement**

PROTALIX LTD.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark: PROCELLEX

Country	Class	Filing Date Application No.	Registration No.	Registration Date	Status	Applicant or Owner
USA	1, 9 and 42	11-Jul-2007 77/226,905	4,004,202	02-Aug-2011	Registered	Protalix Ltd.

Trademark: UPLYSO

Country	Class	Filing Date Application No.	Registration No.	Registration Date	Status	Applicant or Owner
USA	5	17-Apr-2009 77/16254			Abandoned (20-Apr-2010)	Protalix Ltd.

Trademark: LIFLYSO

Country	Class	Filing Date Application No.	Registration No.	Registration Date	Status	Applicant or Owner
USA	5	17-Apr-2009 77/16,265	3,964,019	24-May-2011	Registered	Protalix Ltd.

Trademark: AIR DNASE

Country	Class	Filing Date Application No.	Registration No.	Registration Date	Status	Applicant or Owner
USA	5	15-Jun-2015 86/662,085			Pending	Protalix Ltd.

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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