OP \$40.00 5515679

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM565450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNBOUND TECH LTD		03/04/2020	Company: ISRAEL

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 GROVE STREET, Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5515679	VHSM

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1195558 TM
NAME OF SUBMITTER:	Sarah Mackin
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	03/05/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 4, 2020 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **UNBOUND TECH LTD**, a company organized under the laws of the State of Israel, with its principal place of business located at 9 HaPsagot Street, Petah Tikva, Israel 4951041 ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and UNBOUND TECH, INC., a Delaware corporation ("US Borrower") (Grantor and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower 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 Borrower, 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 Borrower to Bank.
- B. Pursuant to the terms of the Loan Agreement and the Debentures, 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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure Borrower's obligations to Bank under the Loan Documents and subject to the terms set forth therein, 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 $\underline{\text{Exhibit}}$ $\underline{\underline{C}}$ 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.
- 2. <u>Recordation</u>. 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. <u>Loan Documents.</u> This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures 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, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

7. <u>Termination</u>. The security interest granted hereunder shall terminate automatically upon the termination of Bank's security interests granted under the Loan Agreement and the Debentures. Upon such termination, Bank shall, at Grantor's sole cost and expense, execute all documents and other instruments as may be necessary to evidence the termination of the security interest granted hereunder

[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:
UNBOUND TECH LTD
By:
Name: Yok 200 London Title:

BANK:
SILICON VALLEY BANK
By:
Name:
Title

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:	
UNBOUND TECH INC.	
Name: Title:	
BANK	
SILICON VALLEY BANK	
<u> 6600 x x x x x x x x x x x x x x x x x </u>	
Name: <u> (\) </u>	

Unbound Tech Inc. - Intellectual Property Security Agreement

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application Number	Registration/ Application <u>Date</u>
A SYSTEM AND METHODS FOR PROTECTING KEYS USING GARBLED CIRCUITS	Application Number: 254084	Grant Date: 1.10.19
	Patent Number: 254084	
APPARATUS AND METHOD FOR ENHANCING SECURITY OF DATABASES USING MULTI PARTY	Application Number: 259727	Filing Date: 31.5.18
COMPUTATION		
A METHOD OF PERFORMING KEYED-HASH	Application Number: 259476	Filing Date:
MESSAGE AUTHENTICATION CODE (HMAC) USING MULTI-PARTY COMPUTATION WITHOUT BOOLEAN GATES		21.5.18
A SYSTEM AND METHODS FOR PROTECTING	Application Number: 15545883	Grant Date: 8.1.19
KEYS USING GARBLED CIRCUITS	Patent Number: 10,178,090	0.1.19
	10,1.0,0.0	
APPARATUS AND METHOD FOR ENHANCING	Application Number: 15/780,363	Filing Date: 31.5.18
SECURITY OF DATABASES USING MULTI PARTY COMPUTATION	10,700,000	
A METHOD OF PERFORMING KEYED-HASH	Application Number:	Grant Date:
MESSAGE AUTHENTICATION CODE (HMAC) USING MULTI-PARTY COMPUTATION WITHOUT	15610239	16.10.18
BOOLEAN GATES	Patent Number: 10,103,888	
	Application Number:	Filing Date:
A SYSTEM AND METHODS FOR CONTROLLING THE USAGE OF CRYPTOGRAPHY SECRETS WITH	16/309,506	13.12.18

Unbound Tech Ltd- Intellectual Property Security Agreement

BIOMETRIC DATA

Application Number: Filing Date: AND METHOD OF **SECURING** SYSTEM 16/424,675 29.5.19 DEVICES USING ENCRYPTION KEYS Application Number: Grant Date: SYSTEM AND METHOD FOR AUTHENTICATING 15/979,822 20.8.19 A PERSON USING BIOMETRIC DATA Patent Number: 10,387,634 Application Number: Filing Date: METHOD FOR SECURING **ACCESS** BY 15/887,116 2.2.18 **SOFTWARE MODULES** Filing Date: Application Number: A SYSTEM AND METHOD FOR CONTROLLING 2.2.18 15/887,401 USAGE OF CRYPTOGRAPHIC KEYS Application Number: Filing Date: MULTIPARTY COMPUTATION OF A DIGITAL 16/129,424 12.9.18 SIGNATURE OF TRANSACTION Α WITH ADVANCED APPROVAL SYSTEM Application Number: Filing Date: MULTIPARTY COMPUTATION FOR APPROVING 16/129,420 12.9.18 DIGITAL TRANSACTION BY UTILIZING GROUPS OF KEY SHARES Application Number: Filing Date: SYSTEM AND METHOD FOR CONTROLLING 16/155,392 9.10.18 **OPERATIONS PERFORMED** ON **PERSONAL INFORMATION** Application Number: Filing Date: METHOD **FOR** DIGITAL **SIGNING** WITH 16/199,273 26.11.18 MULTIPLE DEVICES OPERATING MULTIPARTY COMPUTATION WITH A SPLIT KEY Application Number: Filing Date: SYSTEM AND METHOD FOR ENFORCEMENT OF 16/183.868 8.11.18 CORRECTNESS FOR KEY DERIVATION Application Number: Filing Date:

> TRADEMARK REEL: 006883 FRAME: 0761

26.12.19

16/726,965

SYSTEM AND METHOD FOR DETERMINISTIC

SIGNING OF A MESSAGE USING A MULTI-PARTY COMPUTATION (MPC) PROCESS

SYSTEM AND METHOD FOR SECURE Application Number: Filing Date: MANUFACTURING OF ARTICLES 16/237,061 31.12.18

EXHIBIT C

Trademarks

DescriptionRegistration/Registration/ApplicationApplication

Number <u>Date</u>

Class 9: Security Software for advanced user identity authentication via mobile device applications which integrates with any existing two-factor authentication, FIDO-based advanced authentication, electronic signing applications and block chain which relies on keys remaining secure; security software that enables banks and enterprise companies to securely store, manage and use their cryptographic keys on any server, platform or endpoint device; encryption software; authentication computer software for authenticating user identification; key protection and management software for managing the partitioning, generation, renewal, archiving and revocation of all types of standard cryptographic keys.

Registration number: Registration 5,515,679 Date: July 10,

2018

EXHIBIT D

Mask Works

None.

Unbound Tech Ltd- Intellectual Property Security Agreement

RECORDED: 03/05/2020