

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valens Semiconductor Ltd.		02/16/2011	COMPANY: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital II Limited		
<b>Street Address:</b>	47 Esplanade		
<b>City:</b>	St. Helier		
<b>State/Country:</b>	JERSEY		
<b>Postal Code:</b>	JE1 0BD		
<b>Entity Type:</b>	COMPANY: JERSEY		
<b>Name:</b>	Bank Leumi le-Israel B.M.		
<b>Street Address:</b>	34 Yehuda Halevy Street		
<b>City:</b>	Tel Aviv		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	Bank: ISRAEL		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77904151	HDBASET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6175266448		
<b>Email:</b>	huelinh.tran@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		

OP \$40.00 77904151

**900186101**

**TRADEMARK**  
**REEL: 004495 FRAME: 0662**

ATTORNEY DOCKET NUMBER:	110.373.146
DOMESTIC REPRESENTATIVE	
Name:	Michael J. Bevilacqua, Esquire
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
DOMESTIC REPRESENTATIVE	
Name:	Michael J. Bevilacqua, Esquire
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	03/10/2011
<b>Total Attachments: 3</b> source=second amendment to security agreement#page1.tif source=second amendment to security agreement#page2.tif source=second amendment to security agreement#page3.tif	

**SECOND AMENDMENT TO  
U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT**

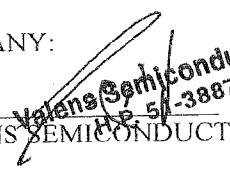

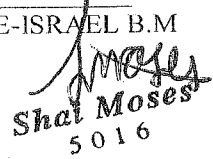
Dated as of February 16, 2011

Valens Semiconductor Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, with registered number 51-388704-2 and registered office at 8 Hanagar Street, Hod Hasharon 45240, Israel, Kreos Capital II Limited ("Kreos"), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD, and Bank Leumi le-Israel B.M., whose registered office is at 34 Yehuda Halevy Street, Tel Aviv, Israel ("Leumi" and together with Kreos, the "Creditors") entered into a U.S. Intellectual Property Security Agreement ("IP Security Agreement") on December 22, 2008. The IP Security Agreement granted a security interest in certain patent applications as recorded in the United States Patent and Trademark Office on December 23, 2008 at Reel 022025 and Frame 0344. The parties amended the IP Security Agreement as of February 19, 2009 ("First Amendment") granting a security interest in additional patent applications, as set forth in Schedule A of the First Amendment, and as recorded in the United States Patent and Trademark Office on May 14, 2009 at Reel 022683 and Frame 0759. Grantor has since then filed new patent and trademark applications that need to be further made subject to such IP Security Agreement.

Grantor and Creditors hereby agree to add to the list of patents and patent applications set forth in Schedule A of the IP Security Agreement, as supplemented by the list of patents and patent applications that is listed in Schedule A of the First Amendment, the additional patents, patent applications and trademark applications set forth in the list of additional patents, patent applications and trademark applications attached hereto as Schedule A. The list of additional patents, patent applications and trademark applications attached hereto as Schedule A, constitutes an integral part of the original list of patents and patent applications that is listed in Schedule A of the IP Security Agreement, as supplemented by the list of patents and patent applications that is listed in Schedule A of the First Amendment.

Except as set forth in this Second Amendment, no other provision of the IP Security Agreement is amended or supplemented hereby and all such provisions remain in full force and effect.

IN WITNESS WHEREOF, Grantor and Creditors have caused this Second Amendment to U.S. Intellectual Property Security Agreement to be duly executed and delivered by a duly authorized officer as of the date first written above.

COMPANY:	CREDITOR I:	CREDITOR II:
 VALENS SEMICONDUCTOR LTD.	 KREOS CAPITAL II LIMITED.	 BANK LEUMI LE-ISRAEL B.M
Name: <i>Zvika Lifshitz</i>	Name:	Name: <i>Shal Moses</i>
Title: <i>CFV</i>	Title:	Title: <i>5016</i>

SECOND AMENDMENT TO  
U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of February 16, 2011

Valens Semiconductor Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, with registered number 51-388704-2 and registered office at 8 Hanagar Street, Hod Hasharon 45240, Israel, Kreos Capital II Limited ("Kreos"), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD, and Bank Leumi le-Israel B.M., whose registered office is at 34 Yehuda Halevy Street, Tel Aviv, Israel ("Leumi") and together with Kreos, the "Creditors") entered into a U.S. Intellectual Property Security Agreement ("IP Security Agreement") on December 22, 2008. The IP Security Agreement granted a security interest in certain patent applications as recorded in the United States Patent and Trademark Office on December 23, 2008 at Reel 022025 and Frame 0344. The parties amended the IP Security Agreement as of February 19, 2009 ("First Amendment") granting a security interest in additional patent applications, as set forth in Schedule A of the First Amendment, and as recorded in the United States Patent and Trademark Office on May 14, 2009 at Reel 022683 and Frame 0759. Grantor has since then filed now patent and trademark applications that need to be further made subject to such IP Security Agreement.

Grantor and Creditors hereby agree to add to the list of patents and patent applications set forth in Schedule A of the IP Security Agreement, as supplemented by the list of patents and patent applications that is listed in Schedule A of the First Amendment, the additional patents, patent applications and trademark applications set forth in the list of additional patents, patent applications and trademark applications attached hereto as Schedule A. The list of additional patents, patent applications and trademark applications attached hereto as Schedule A, constitutes an integral part of the original list of patents and patent applications that is listed in Schedule A of the IP Security Agreement, as supplemented by the list of patents and patent applications that is listed in Schedule A of the First Amendment.

Except as set forth in this Second Amendment, no other provision of the IP Security Agreement is amended or supplemented hereby and all such provisions remain in full force and effect.

IN WITNESS WHEREOF, Grantor and Creditors have caused this Second Amendment to U.S. Intellectual Property Security Agreement to be duly executed and delivered by a duly authorized officer as of the date first written above.

COMPANY:	CREDITOR I:	CREDITOR II:
VALENS SEMICONDUCTOR LTD:	KREOS CAPITAL II LIMITED.	BANK LEUMI LE-ISRAEL B.M
Name:	Name: <i>How</i>	Name:
Title:	Title: <i>STEM</i>	Title:

**Schedule A**  
**(to Second Amendment to U.S. Intellectual Property Security Agreement**  
**between**  
**Valens Semiconductor Ltd, Kreos Capital II Limited and Bank Leumi Le-Israel B.M.)**

**Additional Patents, Patent Applications and Trademark Applications**

Invention Name	PPA Serial	Filing Date	NPA Serial	Filing Date	Ind. Claims	Total Claims
Methods for managing a multi data type communication link	12/193,008	17-Aug-08	<del>12/193,008</del>	<del>17-Aug-08</del>	2	27
High definition and low power partial functionality communication link	12/193,009	17-Aug-08	<del>12/193,009</del>	<del>17-Aug-08</del>	3	39
Methods for address assignment	12/193,027	17-Aug-08	<del>12/193,027</del>	<del>17-Aug-08</del>	5	25
Self-configurable asymmetric communication link			PCT/US09/64638	16-Nov-09	8	52
Managing compressed and uncompressed video streams over an asymmetric network (With non publication request)			12/619,677	16-Nov-09	3	5
Highly utilized communication channel with order and retransmissions			12/689,359	19-Jan-10	5	45
Highly utilized communication channel with order and retransmissions			61/296,112	19-Jan-10	5	45
General packetizing and distributed routing for time sensitive applications (quick filing from Eyran's slides)			61/358,917	27-Jun-10	Without claims	Without claims
Slicer for dynamically modulated symbols			12/910,806	24-Oct-10	6	67
Methods for slicing dynamically modulated symbols			12/910,807	24-Oct-10	6	49
U.S. Trade Mark Application "HDBASET			77/904151	January 4, 2010	N/A	N/A

HFNDOCS-#1294971-v5A-Kreos-Valens-F--US\_IP\_Security\_Agreement--Supplement#2 (2).doc

RECORDED: 03/10/2011

**TRADEMARK**  
**REEL: 004495 FRAME: 0666**