

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APOS - MEDICAL AND SPORTS TECHNOLOGIES LTD.		08/28/2013	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	Plenus Management III 2007 Ltd.
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	CORPORATION: ISRAEL

Name:	Plenus III, Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	CORPORATION: ISRAEL

Name:	Plenus III (D.C.M), Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	CORPORATION: ISRAEL

Name:	Plenus III (2), Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	CORPORATION: ISRAEL

Name:	Plenus III (C.I), L.P
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Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	CORPORATION: ISRAEL

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3343813	APOS
Registration Number:	3873743	APOS
Registration Number:	3398412	APOS
Registration Number:	3864795	APOS
Registration Number:	4235908	APOSTHERAPY
Registration Number:	4196601	APOSTHERAPY
Registration Number:	4212241	APOSTHERAPY
Registration Number:	3348122	APOS
Registration Number:	3873744	APOS
Registration Number:	3401725	APOS
Registration Number:	3880240	APOS

CORRESPONDENCE DATA

Fax Number: 7168522535  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 7168520400  
Email: kdmccarthy@roachbrown.com  
Correspondent Name: KEVIN D. MCCARTHY  
Address Line 1: ROACH BROWN MCCARTHY & GRUBER, P.C.  
Address Line 2: 1920 LIBERTY BUILDING - 424 MAIN STREET  
Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER: 0-13-255

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Kevin D. McCarthy

/Kevin D. McCarthy/

Date:

08/28/2013

Total Attachments: 5

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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated August 28, 2013, is made by (i) **APOS – Medical and Sports Technologies Ltd.** (the “**Grantor**”), a company organized under the laws of the State of Israel (Company No. 51-359225-3), with offices located at 1 Abba Eben Blvd., Herzliya 46725, Israel, and (ii) and the entities identified in the signature page below, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, “**Plenus**”), all of which shall be represented exclusively hereunder by Plenus Management III 2007 Ltd. (collectively, “**Plenus Management**”).

WHEREAS, Grantor and Plenus have entered into that certain Loan Agreement dated August 28, 2013 (the agreement, as amended from time to time, the “**Loan Agreement**”), to which a Floating Charge Agreement (the “**Floating Charge Agreement**”) and a Fixed Charge Agreement (the “**Fixed Charge Agreement**”), executed by the Grantor and Plenus, were attached as exhibits; and

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of Plenus and under the Fixed Charge Agreement, a fixed charge on the intellectual property of Grantor for the benefit of Plenus, and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

1. General. The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Loan Agreement.
2. Grant of Security. Subject to, and without derogating from, the provisions of the Floating Charge Agreement and the Fixed Charge Agreement (collectively, the “**Charge Agreements**”), Grantor hereby grant to Plenus a security interest in and to all of such Grantor’s right, title and interest (as set forth in the Charge Agreements) and to the following (the “**Collateral**”):
  - 2.1. all current and future United States patents and pending applications therefore owned by the Grantor, including but not limited to the patents and patent applications, set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”);
  - 2.2. all current and future United States trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks applications, set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Trademarks**”);
  - 2.3. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right,

but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4. any and all proceeds of the foregoing.

Notwithstanding the above, as long as no Event of Acceleration (as defined in the Loan Agreement) has occurred or is continuing, the Company shall be able to provide licenses and other rights in the ordinary course of business and freely make use of any royalties and other consideration received by it in connection with such licenses and other rights, all subject to the provisions of the Loan Agreement.

Section 2A. Termination. This IP Security Agreement shall terminate upon repayment in full of all amounts due to the Lenders pursuant to the Transaction Agreements in accordance with the provisions of the Loan Agreement. Upon such termination, Plenus Management shall promptly execute any and all documents reasonably required by the Grantor in order to remove the charges and liens created pursuant to this IP Security Agreement and this IP Security Agreement shall expire.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred now or hereafter existing under or in respect of the Transaction Agreements from the Grantor or any of its affiliates.

Section 4. Recordation. Grantor authorizes and requests that the Office of the Commissioner for Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, Plenus with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements, as applicable and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements (as the case may be) will prevail.

Section 7. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement, shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Plenus have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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APOS – Medical and Sports Technologies  
Ltd.

By: \_\_\_\_\_

Title \_\_\_\_\_

*Ant Mav*     *Avi Bluz*  
\_\_\_\_\_  
*Director*     *Director*

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Plenus III, Limited Partnership

and

Plenus III (D.C.M), Limited Partnership

and

Plenus III (2), Limited Partnership

and

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007  
LTD.

By \_\_\_\_\_

Title \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Plenus have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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**APOS – Medical and Sports Technologies Ltd.**

By: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

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**Plenus III, Limited Partnership**

and

**Plenus III (D.C.M), Limited Partnership**

and

**Plenus III (2), Limited Partnership**

and

**Plenus III (C.I), L.P**

By: PLENUS MANAGEMENT III 2007 LTD.

By *R. S. [Signature]*

Title *Partner*

SCHEDULE A

**Patents and Patent Applications**

Title	Filing Date	Application Serial Number	Issue Date	Patent Number	Reel	Frame
Method for Treating Urinary Incontinence	16/01/13	13/810,498			029638	0010
Device and Methods for Tuning a Skeletal Muscle	08/03/13	13/807,948			029895	0180
Map for Footwear	31/08/08	12/202,270			021465	0663
Proprioceptive and Kinesthetic Footwear	19/08/02	10/222,992	27/12/05	6,979,287	020431	0937
Proprioceptive/kinesthetic apparatus and method	27/03/03	10/397,419	05/09/06	7,101,330	020431	0937
Proprioceptive/kinesthetic apparatus and method	14/12/09	12/636,800			024427	0033
Proprioceptive/kinesthetic apparatus and method	29/06/10	12/825,684			024912	0560
Bone-Growth Stimulator	07/05/04	10/840,348	09/12/08	7,462,158	023679	0384
Device and Method for Treating a Lower Limb Joint Pathology and Lower Limb Pain	27/12/12	13/807,149			030955	0230

**Trademarks**

Title	Filing Date	Application Number	Registration Number
APOS	7 June 2005	78/645533	3343813
APOS	25 July 2007	77/243529	3863743
APOS	7 June 2005	78/645536	3398412
APOS	25 July 2007	77/243535	3864795
APOSTHERAPY	16 September 2010	85/131325	4235908
APOSTHERAPY	16 September 2010	85/131360	4196601
APOSTHERAPY	16 September 2010	85/131344	4212241
APOS LOGO	7 June 2005	78/645538	3348122
APOS LOGO	25 July 2007	77/243539	3873744
APOS LOGO	7 June 2005	78/645540	3401725
APOS LOGO	25 July 2007	77/243545	3880240