

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISCRETIX TECHNOLOGIES LTD.		04/28/2015	COMPANY: ISRAEL
DISCRETIX INC.		04/28/2015	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL IV (EXPERT FUND) LIMITED		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	CORPORATION: JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3015919	CRYPTOCELL	
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>			
Email:	Aaron.Lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	8 HARTOM STREET		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/10.995		
NAME OF SUBMITTER:	Aaron Lewin		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	06/15/2015		
Total Attachments: 6			
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OP \$40.00 3015919

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated April 28, 2015, is made by and between (i) **Discretix Inc.**, a company registered in Delaware (“**Discretix Inc.**”), **Discretix Technologies Ltd.**, a corporation organized under the laws of the State of Israel, with registered offices at Inter Gama Building, Kfar Neter Industrial Area, P.O.B. 3641, Kfar Neter, Israel (“**Discretix Technologies Ltd.**”); Discretix, Inc. and Discretix Technologies Ltd. are referred to herein individually and collectively, jointly and severally, as the “**Grantors**”, and (ii) Kreos Capital IV (Expert Fund) Limited (“**Kreos**”), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantors, have entered into that certain Agreement for the Provision of a Loan Facility dated April 28, 2015 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by Discretix Technologies Ltd. and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Discretix Technologies Ltd. has agreed, among other things, to grant a first priority floating charge over the intellectual property of Discretix Technologies Ltd. to Kreos and under the Debenture - Fixed Charge, Discretix Technologies Ltd. has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Discretix Technologies Ltd. to Kreos, and each of the Grantors has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office 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, Grantors agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), each of the Grantors hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as 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**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in Schedule A (the “**Copyrights**”), all as currently owned by the Grantors or which shall be owned in the future by the Grantors (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantors, and the Grantors shall file amendments to Schedule A to that effect pursuant to said subsection of the

Loan Agreement. Notwithstanding the above, the Company shall be entitled to grant licenses and other rights in the ordinary course of business as set forth in section 8.1.3 of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantors to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements), as may be agreed by the Company and the Creditors in writing (the "**Secured Obligations**").

Section 3. Recordation. Each of the Grantors authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, and Grantors shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. 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. Each of the Grantors does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements 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 will prevail.

Section 6. 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.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantors hereunder and take any action reasonably necessary to remove the security interest granted by Grantors hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, Grantors and Kreos 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.

DISCRETIX INC.

By: Yasser Sella

Name: Coby Sella

Title: CEO

DISCRETIX TECHNOLOGIES LTD.

By: Yasser Sella

Name: Coby Sella

Title: CEO

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantors and Kreos 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.

DISCRETIX INC.

By: _____

Name: _____

Title: _____

DISCRETIX TECHNOLOGIES LTD.

By: _____

Name: _____

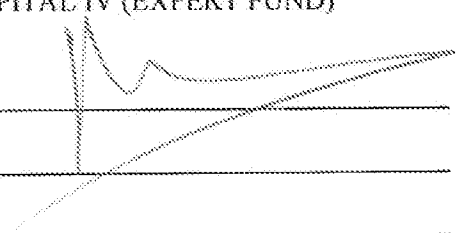
Title: _____

KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____

Name: _____

Title: _____



SCHEDULE A
Intellectual Property

List of USA IP

1. Patent and patent applications owned by Discretix Technologies Ltd

Docket	Country	Status	Provisional	App. Number	Title	Dates	Law firm
P-10714-US	US	REG	N	12/170,450	DEVICE, SYSTEM, AND METHOD OF OBFUSCATING DATA PROCESSED WITHIN AN INTEGRATED CIRCUIT	10-07-2008	EMS
P-10715-US	US	REG	N	12/178,660	DEVICE, SYSTEM, AND METHOD OF DIGITAL RIGHTS MANAGEMENT UTILIZING SUPPLEMENTAL CONTENT	24-07-2008	EMS
P-10798-US	US	REG	N	12/369,786	DEVICE, SYSTEM, AND METHOD OF SECURELY EXECUTING APPLICATIONS	12-02-2009	EMS
P-10825-US	US	REG	N	11/472,539	SYSTEM, DEVICE, AND METHOD OF SELECTIVELY ALLOWING A HOST PROCESSOR TO ACCESS HOST-EXECUTABLE CODE	22-06-2006	PCZL
P-10827-US	US	REG	N	11/933,666	SYSTEM AND METHOD FOR MASKING ARBITRARY BOOLEAN FUNCTIONS	01-11-2007	PCZL
P-11308-US	US	REG	N	12/947,381	METHODS CIRCUITS DEVICES AND SYSTEMS FOR PROVISIONING OF CRYPTOGRAPHIC DATA TO ONE OR MORE ELECTRONI	16-11-2010	EMS
P-11308-US1CIP	US	Pre-Exam	N	14/187,275	SYSTEM, DEVICE, AND METHOD OF PROVISIONING CRYPTOGRAPHIC DATA TO ELECTRONIC DEVICES	23-02-2014	EMS
P-12545-US	US	EXM	N	13/740,292	SYSTEM, DEVICE, AND METHOD OF SECURE ENTRY AND HANDLING OF PASSWORDS	14-01-2013	EMS
P-12546-US	US	EXM	N	13/740,294	METHOD, DEVICE, AND SYSTEM OF SECURE ENTRY AND HANDLING OF PASSWORDS	14-01-2013	EMS
P-13026-USP	US	Pend.	Y	62/006,274	SIDE CHANNEL TOLERANT PROVISIONING	02-06-2014	EMS
P-	US	Pend.	Y	62/006,276	TRUSTWORTHY PAIRING	02-	EMS

13027- USP						06- 2014	
P- 14206- USP	US	Pend	Y	62/156,280	SYSTEM, DEVICE, AND METHOD OF DETERMINING IDENTITY AND TRUSTWORTHINESS OF DEPLOYED ELECTRONIC DEVICES	03- 05- 2015	EMS

2. Trademarks owned by Discretix Technologies Ltd

Mark	File /Country	Registration Date	Registration Number	Status
CRYPTOCELL	US	2005-11-15	3015919	REG

3. Web domains owned by Discretix Technologies Ltd

- Sansasecurity.com
- Discretix.com