

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYTHINGS (UK) LIMITED		07/07/2015	Company registered under the laws of England and Wales: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	EASTWARD FUND MANAGEMENT, LLC		
Street Address:	432 Cherry Street		
City:	West Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3394953	MY THINGS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	318251-102 MYTHINGS		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	07/16/2015		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 7, 2015, by and between **EASTWARD FUND MANAGEMENT, LLC**, a Delaware limited liability company, with its principal place of business at 432 Cherry Street, West Newton, MA 02465, United States of America (the "Lessor"), and **MYTHINGS (UK) LIMITED**, a company registered under the laws of England and Wales under company number 04954943, with its principal place of business at Levy Cohen 7 Co, 37 Broadhurst Gardens, London NW6 3QT, United Kingdom ("Grantor").

RECITALS

A. Lessor has agreed to make certain advances of money and to extend certain financial accommodation to Grantor, **MY THINGS ISRAEL LTD.**, a company organized under the laws of Israel ("Israeli Co-Lessee"), and **MYTHINGS, INC.**, a Delaware corporation ("US Co-Lessee") (Grantor, Israeli Co-Lessee and US Co-Lessee are hereinafter jointly and severally, individually and collectively, referred to as "Lessee") (the "Loans") in the amounts and manner set forth in that certain Master Lease Agreement No. 632 by and among Lessor and the Lessee dated as of the date hereof (as the same has been and may be further amended, modified or supplemented from time to time, the "Lease Agreement"; capitalized terms used herein are used as defined in the Lease Agreement). Lessor is willing to make the Loans to Lessee, but only on the condition, among others, that Grantor shall grant to Lessor a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lessor.

B. Pursuant to the terms of the Lease Agreement and the UK Debenture, Grantor has granted to Lessor 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 Lessor, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Lessor, Grantor grants and pledges to Lessor 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 patent 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 Exhibit 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. Subordination. Lessor acknowledges and agrees that the security interests created by this Agreement are subject to the terms of that certain Subordination Agreement dated on or about the date hereof (the "Subordination Agreement") between Lessor and Silicon Valley Bank (the "Bank") pursuant to which Lessor agreed that its interests in the Intellectual Property Collateral would rank behind the Bank's interests in the same and obligations to Lessor would be subordinated to the indebtedness owed to the Bank. In case of conflict between this Agreement and the Subordination Agreement, the Subordination Agreement will prevail.

3. Recordation. 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 Lessor.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Lease Agreement and the UK Debenture, each of which is hereby incorporated by reference. The provisions of the Lease Agreement and the UK Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lessor with respect to the Intellectual Property Collateral are as provided by the

Lease Agreement, the UK Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. 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).

[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:

MYTHINGS (UK) LIMITED

By: Ben Z. Arbel
Name: Benny Arbel
Title: CEO

LESSOR:

EASTWARD FUND MANAGEMENT, LLC

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:

MYTHINGS (UK) LIMITED

By: _____
Name: _____
Title: _____

LESSOR:

EASTWARD FUND MANAGEMENT, LLC


By:  _____
Name: Dennis P. Cameron
Title: Authorized Person

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Database for ownership and authenticity validation, Systems including same and methods of use thereof	10999995	12/1/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MY THINGS	3394953	3/11/2008

EXHIBIT D

Mask Works

None.