

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CELLSAVERS, INC.		05/18/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KREOS CAPITAL V (EXPERT FUND) L.P.		
<b>Street Address:</b>	47 ESPLANADE		
<b>City:</b>	ST HELIER		
<b>State/Country:</b>	JERSEY		
<b>Entity Type:</b>	Limited Company: JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86620418	CELLSAVERS CS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aaron.lewin@jmbdavis.com		
<b>Correspondent Name:</b>	JMB DAVIS BEN-DAVID		
<b>Address Line 1:</b>	8 HARTOM STREET		
<b>Address Line 4:</b>	JERUSALEM, ISRAEL		
<b>NAME OF SUBMITTER:</b>	Aaron Lewin		
<b>SIGNATURE:</b>	/Aaron Lewin/		
<b>DATE SIGNED:</b>	06/05/2016		
<b>Total Attachments: 12</b>			
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source=G29083-V004 Cellsavers - Security Agreeme-V001#page12.tif

## SECURITY AGREEMENT

This SECURITY AGREEMENT is entered into as May 18, 2016, by and among **KREOS CAPITAL V (Expert Fund) L.P.**, a company with limited liability incorporated in Jersey under registered number 108240 whose registered office is at 47 Esplanade, St. Helier, Jersey (referred hereinafter as “**Kreos**” “**Lender**”); and **CELLSAVERS, INC.**, a company incorporated in Delaware whose registered office is at 5440 Morehouse Dr., STE 2500, San Diego, CA 92121-6710, United States (“**Debtor**”).

### RECITALS

Debtor and Cellsavers Ltd., a company incorporated in Israel under registered number 515346765 whose registered office is at 4 Hasadot St., Ramat Hasharon, 4704348, Israel (“**Cellsavers Ltd**”) and Lender have entered into a certain Agreement for the Provision of a Loan Facility of up to USD 2,000,000 dated as of May 18, 2016 (as may be amended from time to time, the “**Loan Agreement**”).

As a condition to the Lender entering into the Loan Agreement, the Debtor entered into this Security Agreement, to secure the payment and performance of the Loans and other obligations of Debtor and Cellsavers Ltd. under the Loan Agreement, in accordance with the terms of this Agreement.

Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Loan Agreement or, as applicable, in the Code.

### AGREEMENT

The parties agree as follows:

#### 1 CREATION OF SECURITY INTEREST

**1.1 Grant of Security Interest.** Debtor hereby grants Lender, to secure the payment and performance in full of (i) all of the obligations, and the performance of duties of Debtor and Cellsavers Ltd, under the Loan Agreement, a continuing security interest in, and pledges to Lender, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. Debtor warrants and represents that the security interest granted herein shall at all times be a first priority security interest in the Collateral.

Without derogating from the definition of Collateral, the Debtor hereby grants to the Lender a security interest in and to, inter alia, all right, title and interest to the registered United States trademark set forth in **Schedule I** hereto together with:

- (i) all extensions and renewals thereof;
- (ii) all rights therein provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

**Schedule I** shall be updated pursuant to the provisions of Section 3.8(j) of the Loan Agreement upon the application for, or acquisition of, any new patents or trademarks in the United States by the Debtor, and the Debtor shall file amendments to **Schedule I** to that effect pursuant to said subsection of the Loan Agreement.

Lender's lien and security interest in the Collateral shall continue until the date upon which Borrower shall have performed all its obligations under the Loan Agreement.

**1.2 Authorization to File Financing Statements.** Debtor hereby authorizes Lender to file financing statements, without notice to Debtor, with all appropriate jurisdictions in order to perfect or protect Lender's interest or rights hereunder, including a notice that any disposition of the Collateral, by either the Debtor or any other Person, shall be deemed to violate the rights of Lender under the Code.

## **2 REPRESENTATIONS AND WARRANTIES**

Debtor represents and warrants as follows:

**2.1 Loan Agreement.** Debtor hereby makes the representations and warranties set forth in the Loan Agreement.

**2.2 Collateral.** None of the components of the Collateral shall be maintained at locations other than in the address as stated above or otherwise leased by Debtor. In the event that Debtor, after the date hereof, intends to store or otherwise deliver any portion of the Collateral to a bailee, then Debtor will first receive the written consent of Lenders and such bailee must acknowledge in writing that the bailee is holding such Collateral for the benefit of Lenders. All inventory is in all material respects of good and marketable quality, free from material defects. Cellsavers Ltd. and/or Debtor are the sole owner of the Intellectual Property, Subject to the Permitted Security Interest or as otherwise agreed under the terms of the Loan Agreement.

## **3 AFFIRMATIVE COVENANTS**

**3.1** Debtor shall comply with the affirmative covenants set forth in the Loan Agreement.

**3.2 Operating Accounts.** Debtor shall:

(i) Maintain all of its Collateral Accounts located in the United States within accounts which are subject to a Control Agreement in favor of Lender. As of the date hereof, the identity and location of each such Collateral Account is listed on **Schedule II**.

(ii) Debtor shall provide Lender five (5) days' prior written notice before Debtor, Cellsavers Ltd. or any of their respective subsidiaries establishes any Collateral Account at or with any Person located in the United States. In addition, for each Collateral Account located in the United States that Debtor or any Obligor, at any time maintains, Debtor or such Obligor shall cause the applicable bank or financial institution at or with which such Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Lender's Lien in such Collateral Account in accordance with the terms hereunder prior to the establishment of such Collateral Account, which Control Agreement may not be

terminated, without prior written consent of Lender. None of Debtor, Cellsavers Ltd. or any of their respective subsidiaries shall maintain any Collateral Accounts located in the United States except Collateral Accounts maintained in accordance with this Section.

### 3.3 Registration of Intellectual Property Rights.

Debtor shall promptly give Lender written notice of any such applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office and United States Copyright Office, including the date of such filing and the registration or application numbers, if any. At any time and from time to time (but no more often than once in every 6 calendar months) Debtor and each Obligor shall execute and deliver such further instruments and take such further action as may reasonably be requested by Lender to effect the purposes of this Agreement.

## 4 EVENTS OF DEFAULT

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder.

## 5 LENDER'S RIGHTS AND REMEDIES

5.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, subject to any applicable cure period under the Loan Agreement, Lender may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by Debtor:

(a) Set off any and all (i) balances of Debtor held by Lender, or (ii) indebtedness at any time owing to or for the credit or the account of Debtor held by Lender;

(b) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Debtor's premises) as Lender determine is commercially reasonable. Lender is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Debtor's labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Lender's exercise of its rights under this Section, Debtor's rights under all licenses and all franchise agreements inure to Lender's benefit;

(c) declare all Loans immediately due and payable as set forth in the Loan Agreement;

(d) stop advancing money or extending credit for Debtor's benefit under the Loan Agreement or under any other agreement between Debtor and each of the Lender;

(e) settle or adjust disputes and claims directly with Account debtors for amounts on terms and in any order that Lender consider advisable, notify any person owing Debtor money of Lender's security interest in such funds, and verify the amount of such Account;

(f) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Debtor shall assemble the Collateral if

Lender requests and makes it available as Lender designate. Lender may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any lien which appears to be prior or superior to its security interest and pay all expenses incurred. Debtor grants Lender a license to enter and occupy any of its premises, without charge, to exercise any of Lender's rights or remedies;

(g) (i) place a "hold" on any account maintained with Lender and/or (ii) deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral (provided that such right pursuant to a Control Agreement shall terminate upon Lender providing a notice of termination of exclusive control in accordance therewith);

(h) demand and receive possession of Debtor's Books; and

(i) exercise all rights and remedies available to Lender under the Loan Documents, or at law or equity, including all remedies provided under the Code or applicable law (including disposal of the Collateral pursuant to the terms thereof).

Lender acknowledges and agrees that, notwithstanding the language of any particular Control Agreement or similar agreement providing control of any Collateral, it shall not be entitled to deliver any notice of exclusive control, any entitlement order or any other direction or instruction pursuant thereto with respect to any Collateral Account or other Collateral unless an Event of Default shall have occurred and be continuing. Lender shall endeavor to provide to Debtor a copy of any notice of exclusive control delivered by Lender under a Control Agreement or similar agreement providing control of any Collateral provided that the failure to timely provide any such copy shall not impact any right or remedy to which Lender may be entitled (including, without limitation, any right to give a notice of exclusive control and exercise the rights as the result thereof).

**5.2 Remedies Cumulative.** The Lender's rights and remedies under this Security Agreement and all other agreements shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Debtor's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

**5.3 Demand; Protest.** Other than as provided herein, under any Security Document or the Loan Agreement, Debtor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Lender on which Debtor may in any way be liable.

**5.4 Power of Attorney.** Debtor hereby irrevocably appoints Lender as its lawful attorney-in-fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse Debtor's name on any checks or other forms of payment or security; (b) sign Debtor's name on any invoice or bill of lading for any Account or drafts against Account debtors; (c) settle and adjust disputes and claims about the Accounts directly with Account debtors, for amounts and on terms Lender determines reasonable; (d) make, settle, and adjust all claims under Debtor's insurance policies; (e) pay, contest or settle any lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Lender or a third party as the Code permits. Debtor shall perfect (and to the extent reasonably necessary) continue the perfection of Lender's security interest in the

Collateral regardless of whether an Event of Default has occurred until all Loans have been paid and satisfied in full and Lender is under no further obligation to make Loans under the Loan Agreement. Lender's foregoing appointment as Debtor's attorney in fact, and all of Lender's rights and powers, coupled with an interest, are irrevocable until all Loans have been fully repaid and performed and Lender's obligation to provide Loans terminates.

**6      NOTICES**

All notices or demands by any party to this Agreement or any other related agreement must be in writing and be personally delivered or sent by an overnight delivery service, by certified mail, postage prepaid, return receipt requested, or by email or delivering it by hand to the number or facsimile at the addresses listed below. Either Kreos or Debtor may change its notice address by giving the other party written notice.

If to Debtor:                      5440 Morehouse Dr., STE 2500, San Diego, CA 92121-6710,  
Unites-States.  
Email: eyal@mycellsavers.com  
For the attention of: Mr. Eyal Ronen

with a copy to (which shall not constitute a notice):

Raved, Magriso, Benkel & Co.  
37 Shaul Hamelech Boulevard,  
Tel Aviv, Israel, 6492806  
Attn: Einat Weidberg, Adv.  
Fax: +972-3-606-0266  
Email: einat\_w@rmbllaw.co.il

If to Kreos:                      Kreos Capital V (Expert Fund) L.P.  
47 Esplanade  
St. Helier, Jersey  
Attn: Mr. Raoul Stein  
Fax: +44 1534 889 884  
E-mail: raoul@kreoscapital.com

with a copy to (which shall not constitute a notice):

Kadouch & Co., Law Offices  
8 Abba Eban Blvd.  
Herzliya 46733, Israel  
Attn: Emmanuel Kadouch, Adv  
Fax: +972-9-9525450  
E-mail: emmanuel@kadouchlaw.com

**7      CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER**

**DELAWARE LAW GOVERNS THIS SECURITY AGREEMENT WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. DEBTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN DELAWARE. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST DEBTOR**

OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE LENDER'S RIGHTS AGAINST DEBTOR OR ITS PROPERTY, INCLUDING THE COURTS OF THE STATE OF ISRAEL. DEBTOR AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS SECURITY AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

## 8 GENERAL PROVISIONS

**8.1 Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Debtor may not assign this Agreement or any rights under it without Lender's prior written consent which may be granted or withheld in Lender's discretion. Lender shall have the right, without the consent of or notice to Debtor, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Lender's obligations, rights and benefits under this Agreement, the Loan Agreement or any related agreement.

**8.2 Indemnification.** Debtor hereby indemnifies, defends and holds Lender, and its directors, officers, employees and agents harmless against: (b) all losses or Expenses incurred, or paid by Lender consequential to enforcement of its rights in the Collateral pursuant to this agreement (including reasonable attorneys' fees and expenses), except for losses caused by the Lender's fraud or willful misconduct.

**8.3 Right of Set-Off.** Debtor hereby grants to Lender, a right of setoff as security to Lender, whether now existing or hereafter arising upon and against all credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Lender may set off the same or any part thereof and apply the same to any liability or obligation of Debtor then due and payable and regardless of the adequacy of any other collateral securing the loan. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LIABILITIES, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH CREDITS OR OTHER PROPERTY OF THE DEBTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

**8.4 Severability of Provisions.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

**8.5 Amendments in Writing; Integration.** All amendments to this Agreement must be in writing signed by Lender and Debtor. This Agreement and the Loan Agreement represent the entire agreement about this subject matter, and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Agreement and the other loan documents merge into this Agreement and the Loan Agreement.

**8.6 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.



**8.7** Survival. All covenants, representations and warranties made in this Agreement continue in full force while the Loans remain outstanding. The obligation of Debtor in Section 8.2 to indemnify Lender shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

**8.8** Security for Loans. Debtor authorizes Lender, without notice or demand and without affecting its liability hereunder, at any time after the occurrence and during the continuance of an Event of Default to (a) take and hold security for the payment of the Loan Agreement, and exchange, enforce, waive and release any such security; and (b) apply such security and direct the order or manner of sale thereof as Lender in its sole discretion may determine.

**8.9** Insolvency. If Debtor or Cellsavers Ltd. becomes insolvent or is adjudicated bankrupt or files a petition for reorganization, arrangement, composition or similar relief under any present or future provision of the United States Bankruptcy Code or under Israeli law, or if such a petition is filed against Debtor or Cellsavers Ltd., and in any such proceeding some or all of any indebtedness or obligations under the Loan Agreement are terminated or rejected or any obligation of Debtor or Cellsavers Ltd. is modified or abrogated, or if obligations of Debtor or Cellsavers Ltd. are otherwise avoided for insolvency, bankruptcy or any similar reason, Debtor agrees that Debtor's liability hereunder shall not thereby be affected or modified and such liability shall continue in full force and effect as if no such action or proceeding had occurred. This Security Agreement shall continue to be effective or be reinstated, as the case may be, if any payment must be returned by Lender upon the insolvency, bankruptcy or reorganization of Debtor or Cellsavers Ltd. or Debtor, any other person, or otherwise, as though such payment had not been made.

## **9** DEFINITIONS

### **9.1** Definitions. In this Agreement:

"Accounts" shall mean any "account," as such term is defined in section 9-102(a)(2) of the UCC, now owned or hereafter acquired by the Debtor and, in any event, shall include, without limitation, all accounts receivable, book debts, and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade names, styles, or divisions thereof) whether arising out of goods sold or services rendered by the Debtor or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation that might be characterized as an account or contract right under the UCC) and all of the Debtor's rights in, to, and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation, and stoppage in transit, and rights to returned, reclaimed, or repossessed goods), and all moneys due or to become due to the Debtor under all contracts for the sale of goods or the performance of services or both by the Debtor (whether or not yet earned by performance on the part of the Debtor or in connection with any other transaction), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of such purchase orders and contracts, and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing.

"Code" is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of Delaware; provided, that, to the extent that the Code is used to define any term herein or in any security Documents and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in the Code shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority

of, or remedies with respect to, Lender's lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of Delaware, the term "**Code**" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**Collateral**" is any and all properties, rights and assets of Debtor now, or in the future, in which Debtor obtains an interest, or the power to transfer rights, including the Intellectual Property and any other tangible or intangible assets, including, without limitation, the collateral as referred to in the Loan Agreement, the Debtor's Accounts and all Proceeds of the Collateral.

"**Debtor's Books**" are all Debtor's books and records including ledgers, records regarding Debtor's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or storage or any equipment containing the information.

"**Intellectual Property**" is the "Intellectual Property" as defined in the Loan Agreement.

"**Collateral Account**" is any Deposit Account, Securities Account, or Commodity Account.

"**Deposit Account**" is any "deposit account" as defined in the Code with such additions to such term as may hereafter be made.

"**Commodity Account**" is any "commodity account" as defined in the Code with such additions to such term as may hereafter be made.

"**Securities Account**" is any "securities account" as defined in the Code with such additions to such term as may hereafter be made.

"**Control Agreement**" is any control agreement entered into among the depository institution at which Debtor or any Obligor maintains a Deposit Account or the securities intermediary or commodity intermediary at which Debtor or any Obligor maintains a Securities Account or a Commodity Account, Debtor, such Obligor, and Lender pursuant to which Lender obtains control (within the meaning of the Code) over such Deposit Account, Securities Account, or Commodity Account.

"**Loan**" refers to the loan under the Loan Agreement.

"**Loan Documents**" is the Loan Agreement, and all ancillary documents thereof.

"**Obligor**" is Cellsavers Ltd. or any of its subsidiaries.

"**Proceeds**" shall mean "proceeds," as such term is defined in section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau, or agency (or any person acting under color of governmental authority); and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument under the laws of the State of Delaware as of the date first above written.

DEBTOR:

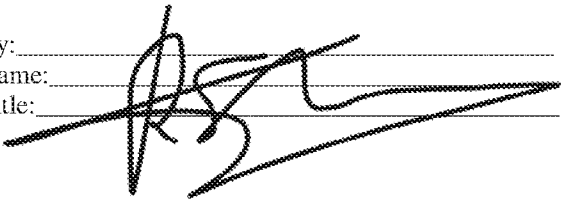
CELLSAVERS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KREOS:

KREOS CAPITAL V (EXPERT FUND) L.P.

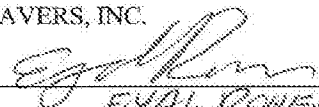
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A large, stylized handwritten signature in black ink is written over the signature lines for KREOS. The signature is highly cursive and appears to be a combination of initials and a name, possibly "ASL".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument under the laws of the State of Delaware as of the date first above written.

DEBTOR:

CELLSAVERS, INC.

By:   
Name: EYAL RONEN  
Title: CEO

KREOS:

KREOS CAPITAL V (EXPERT FUND) L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule I

**LIST OF INTELLECTUAL PROPERTY**

**TRADEMARK:**

**CELLSAVERS CS**  
**(Serial Number: 86620418)**

**Registered by USPTO (Unites States Patent and Trademark Office)**