

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIXIE TECHNOLOGY INC.		06/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Company: JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86316396	PIXIE	
Serial Number:	86316399	PIXIE	
Serial Number:	86316400	X	
Serial Number:	86316402	INTERNET OF YOUR EVERYTHING	
Serial Number:	86316405	MAKING LOCATION AN EXACT SCIENCE	
Serial Number:	86316406	PEACE OF FIND	
Serial Number:	86316409	PIXIE POINT	
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		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
NAME OF SUBMITTER:	Aaron Lewin		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	09/29/2016		
Total Attachments: 9			

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. Intellectual Property Security Agreement (“**IP Security Agreement**”) dated as of June 20, 2016, is made by and between (i) **Pixie Technology Inc.**, a corporation organized under the laws of the State of Delaware, with registered offices at 171 Main Street #172, Los Altos, California U.S.A., 94022 (the “**Grantor**”), and (ii) Kreos Capital V (Expert Fund) L.P (“**Kreos**”), a company incorporated in Jersey under registered number 108240 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos, the Grantor and Pixie Technology Ltd. (the “**Subsidiary**”), have entered into that certain Agreement for the Provision of a Loan Facility dated June 20, 2016 (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant security interest in the intellectual property of the Grantor to Kreos, and the Grantor has agreed 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, the Grantor agrees as follows:

1. Grant of Security. Subject to the provisions of the Loan Agreement, the Grantor 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 Grantor or which shall be owned in the future by the Grantor (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 Grantor, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor 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 the Grantor and the Subsidiary to Kreos now or hereafter existing under or in respect of the Loan Agreement or under any other future financing arrangement between the Subsidiary and/or the Grantor and Kreos (the “**Secured Obligations**”).

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

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

5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor 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 in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

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.

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 the Grantor hereunder and promptly take any action reasonably necessary to remove the security interest granted by the Grantor 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, the Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

PIXIE TECHNOLOGY INC.

Name: _____ 

Title: CEO _____

KREOS CAPITAL V (EXPERT FUND) L.P

Name: _____

Title: _____

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

PIXIE TECHNOLOGY INC.

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P

Name: _____

Title: _____

SCHEDULE A
Intellectual Property

List of IP

1. Patent and patent applications

Docket	Country	Status	Provisional	App. Number	Title	inventors	Dates	Law firm	Law docket
1	US	Published		14/085,829	HYBRID WIRELESS TAG BASED COMMUNICATION, SYSTEM AND APPLICAITONS	Amir Bassan-Eskenazi, Naftaly Sharir, Ofer Friedman, Gili Elias, Giora Sussman, Eran Aharonson	11/21/2013	Reches Patents	8362-US
2	US	Published		14/085,847	DISTANCE MEASUREMENTS USING A SINGLE WIRELESS READER	Amir Bassan-Eskenazi, Naftaly Sharir, Ofer Friedman, Giora Sussman	11/21/2013	Reches Patents	8362-US1
3	US	Published		14/085,844	MANAGING A SPHERE OF WIRELESS TAGS	Amir Bassan-Eskenazi, Naftaly Sharir, Ofer Friedman, Gili Elias, Giora Sussman, Eran Aharonson	11/21/2013	Reches Patents	8362-US2
4	US	Allowed		14/085,849	LOCATION MEASUREMENTS USING A MESH OF WIRELESS TAGS	Amir Bassan-Eskenazi, Naftaly Sharir, Ofer Friedman	11/21/2013	Reches Patents	8362-US3
5	US	Published		14/085,854	LOCAITON DETERMINATION IN AN INDOOR SPACE	Amir Bassan-Eskenazi, Naftaly Sharir, Ofer	11/21/2013	Reches Patents	8362-US4

						Friedman			
6	US	Published		14/085,859	WIRELESS TAG BASED COMMUNICATION, SYSTEM AND APPLICAITONS	Amir Bassan-Eskenazi, Naftaly Sharir, Ofer Friedman	11/21/2013	Reches Patents	8362-US5
7	US	Published		14/613,382	METHOD FOR FINDING OBJECTS	Amir Bassan-Eskenazi, Eran Aharonson, Ofer Friedman	4/2/2015	Reches Patents	8590-US
8	US	Published		14/805,572	ROTATION BASED ALIGNMENT OF A GROUP OF WIRELESS TAGS	Ofer Friedman, Noam Lavi	7/22/2015	Reches Patents	8671-US
9	US	Pending	Yes	62/164,661	Range Enhancement for UWB System	Ofer Friedman	5/21/2015	Reches Patents	8780-USP
10	US Design Patent	Issued		D747,989	Wireless Locator Tag	Amir Bassan-Eskenazi, Ofer Friedman, Giora Sussman, Yoav Tikochinsky, Ran Litvak, David Damshek, Eyal Carmi	Filed: 6/20/2014 Patent Date: 1/26/2016	WSGR	42507-701.997
11	CN Design Patent	Issued		ZL 2014 3 05387793	Wireless Locator Tag	Amir Bassan-Eskenazi, Ofer Friedman, Giora Sussman, Yoav Tikochinsky, Ran Litvak, David Damshek, Eyal Carmi	Filed: 12/19/2014 Patent Date: 7/15/2015	WSGR	42507-701.711

12	CA Industrial Design	Issued		159862	Wireless Locator Tag	Amir Bassan-Eskenazi, Ofer Friedman, Giora Sussman, Yoav Tikochinsky, Ran Litvak, David Damshek, Eyal Carmi	Registration date: 10/1/2015	WSGR	42507-701.701
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2. Trademarks and trademarks applications

Mark	File /Country	Registration Date	Registration Number	Status
Pixie	US	Jun. 09, 2015	86316396	Allowed
pixie(Logo)	US	Jun. 23, 2015	86316399	Allowed
✕ X STYLIZED	US	Mar 10, 2015	86316400	Allowed
INTERNET OF YOUR EVERYTHING	US	Jun. 09, 2015	86316402	Allowed
MAKING LOCATION AN EXACT SCIENCE	US	Mar 10, 2015	86316405	Allowed
PEACE OF FIND	US	Mar 10, 2015	86316406	Allowed
PIXIE POINT	US	Mar 10, 2015	86316409	Allowed
pixie(Logo)	EU	Mar 15, 2015	013592621	Registered
✕ X STYLIZED	EU	Mar 15, 2015	013592647	Registered

3. Web domains

- www.getpixie.com
- www.get-pixie.com
- www.getpixie.net
- www.get-pixie.net

4. Software and products of the company (including software and products which are still in development).

- Pixie Point Hardware – the points are available for sale (in Packs of 4) at www.getpixie.com
- Pixie iOS application – the application is available on the App Store
- Pixie Developer SDK – the SDK includes an iOS binary library that enables an App developer building his own application using Pixie Point Hardware. The SDK is in development.

5. Description of the Company's know how:

Pixie brings the physical and digital world together – making accurate location an exact science accessible to all. 'Pixie Points' are small communication devices that users can attach to physical objects like a sticker. The solution transmits its location to phones and tablets which guide their users to within inches of the desired object. The Pixie Technology platform represents a full stack of 'Internet of Things' (IoT) + location tools that includes Pixie's hardware, radio frequency and firmware design as well as a set of Pixie network protocols that run on top of regular Bluetooth Low Energy (BLE), supported by nearly all iOS and Android smartphones. Know how that was built in the company includes:

- Miniaturization of Hardware, including custom batteries, antenna and high density PCB
- IoT mesh network management, optimized for power consumption
- Bluetooth Low energy management
- Time of flight (ToF) distance measurements characteristics in residential and office environments
- Location engine algorithms for constellation mapping out of distance measurements in a dynamic residential and office environment
- High accuracy Pedestrian Dead Reckoning (PDR) algorithms for walking trajectory estimation using mobile phone IMU sensors
- Mobile UI/UX of guiding people in an indoor environment and augmented reality interface