

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400157

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GIGASPACE TECHNOLOGIES LTD.		09/28/2016	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET		
<b>Internal Address:</b>	SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3374967	GIGASPACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>Phone:</b>	202-370-4790		
<b>Email:</b>	IPTEAM@NATIONALCORP.COM		
<b>Correspondent Name:</b>	PAUL TATE		
<b>Address Line 1:</b>	1025 VERMONT AVENUE, NW #1130		
<b>Address Line 2:</b>	NATIONAL CORPORATE RESEARCH, LTD.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F165688		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	09/29/2016		
<b>Total Attachments: 7</b>			
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**SECOND AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of September 28, 2016, by and between **GIGASPACES TECHNOLOGIES LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 4 Maskit Street, Herzeliya, Israel ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**W I T N E S S E T H:**

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of July 1, 2013 as amended by a certain First Amendment to Intellectual Property Security Agreement dated as of August 26, 2014 (as amended, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor and Bank wish to amend the provisions of the IP Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined herein shall have the same meaning herein as in the IP Agreement.
2. Amendment to Recital A. Recital A of the IP Agreement is hereby amended by deleting the text "that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof" and inserting in lieu thereof the text "that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of September 28, 2016".
3. Amendment to Exhibit B. Exhibit B to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto.
4. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.
5. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

- c. Grantor shall reimburse Bank for the legal fees and expenses incurred in connection with the preparation of this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

GIGASPACE TECHNOLOGIES LTD.

By: 

Name: ZEEV BIKOWSKY

Title: CEO  
Gigaspace Technologies

"Bank"

SILICON VALLEY BANK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

GIGASPACE TECHNOLOGIES LTD.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Bank"

SILICON VALLEY BANK

By: Sam Sibilio

Name: Sam Sibilio

Title: VP

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

Exhibit C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
GIGASPACE	3374967	1/29/08	USA
GigaSpaces	270536	12/11/14	Israel



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