

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOCATCH LTD.		10/26/2016	Corporation: ISRAEL
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4847401	INVISIBLE CHALLENGES	
Registration Number:	4796713	BIOCATCH	
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 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
NAME OF SUBMITTER:	Aaron Lewin		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	11/06/2016		
Total Attachments: 20			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated October 26, 2016, is made by and between Biocatch Ltd. (the “**Grantor**”), a corporation organized under the laws of the State of Israel, with registered offices at 126 Igal Alon St., Tel Aviv 6744332, Israel, and Kreos Capital V (Expert Fund) L.P. (“**Kreos**”), a company incorporated in Jersey under registered number 2001 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated October 26, 2016 (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 the Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor 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 the Grantor 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, Grantor agrees 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**”), 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 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the payment of all money owed by Grantor 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 (the “**Secured Obligations**”).

Section 3. Recordation. Grantor 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 Grantor 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. 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/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 Grantor hereunder and take any action reasonably necessary to remove the security interest granted by 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, Grantor 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.

BIOCATCH LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

**KREOS CAPITAL V
(EXPERT FUND) L.P.**

IN WITNESS WHEREOF, Grantor 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.

BIOCATCHLTD.

By: *E. J. [Signature]*

Name: ETAL GOLD BIOCATCH LTD

Title: CEO

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

SCHEDULE A

List of IP

BioCatch – Trademarks

Case no.	Country	Keyword/Mark/Design	Applicant	Classes	Case phase	Annuity/renewal term	Pat./Reg.no	Appl. no.	Nat. fil.date	Reg.dat e
T-11122-09-US	USA	INVISIBLE CHALLENGES	BIOCATCH LTD.	9	Registered	03-21-211	4847401	86387606	08--09014	03--21115
T-11124-09-US	USA	BIOCATCH	BIOCATCH LTD.	9	Registered	18-21-211	4796713	86387598	08--09014	18--21115

BioCatch – Patents

Case no. (1)	Country	Case code	Case phase	Application Number	Nat. fil.date	Int. fil.date	Patent Number	Reg.dat e	Publ. No.	Title	Keyword/Mark/Design	Client's ref	Expiry	Priority from
P-12668-EP	EPO	National filing from PCT	PE - Pre Examination	11844440.5		29/11/2011			EP2646904	METHOD AND DEVICE FOR CONFIRMING COMPUTER END-USER IDENTITY	Aberration in Europe	Aberration in Europe	29/11/2031	29/11/2010
P-12668-EP2	EPO	National filing from PCT	PE - Pre Examination	14814408.2		17/06/2014			3011483	SYSTEM, DEVICE, AND METHOD OF	Correlate Touch / Accelerometer	Correlate Touch-Data / Accelerometer	17/06/2034	20/06/2013

P-126-68-US	USA	National filing from PCT	Registered	13/877,676	29/11/2011	9,069,942	30/06/2015	2013-0239195	DETECTING IDENTITY OF A USER OF A MOBILE ELECTRONIC DEVICE	Aberration - Original Case	Aberration - Original Case	29/11/2031	29/11/2010								
P-126-68-US CIP	USA	CIP - Limited	Registered	13/922,271	20/06/2013	8,938,787	20/01/2015	2013-0288647	SYSTEM, DEVICE, AND METHOD OF DETECTING IDENTITY OF A USER OF A MOBILE ELECTRONIC DEVICE	Correlate Touch / Accel	Correlate Touch-Data / Accelerometer Data	18/12/2031	29/11/2010								
P-126-68-US CIP 1C	USA	Continuation Technical	Registered	14/566,723	11/12/2014	9,071,969	30/06/2015	US 2015-0094030	SYSTEM, DEVICE, AND METHOD OF DETECTING IDENTITY OF A USER	Correlate Touch / Accel	Correlate Touch-Data / Accelerometer Data	29/11/2031	29/11/2010								

P-126	US	CIP - Limited	ALL - Allowed	14/727,873	02/06/2015					US 2015-0264572	OF AN ELECTRONIC DEVICE SYSTEM, METHOD, AND DEVICE OF DETECTING IDENTITY OF A USER OF AN ELECTRONIC DEVICE	Correlate Touch / Accel	Correlate Touch-Data / Accelerometer Data	29/11/2031	29/11/2010
P-127	US	Convent ion foreign filing	Registered	14/320,653	29/11/2011			9,275,337	01/03/2016	US2014-0317028	DEVICE, SYSTEM, AND METHOD OF DETECTING USER IDENTITY BASED ON MOTOR-CONTROL LOOP MODEL	Motor Control + Intra Page	Motor Control	29/11/2031	09/07/2013
P-127	US	Continu ation Technic al	EXM - Examin ation	15/001,259	20/01/2016					US 2016-0132105 A1	DEVICE, METHOD, AND SYSTEM OF DETECTING USER IDENTITY BASED ON MOTOR-	Motor Control (Continuation)	Motor Control (Continuation)	29/11/2031	09/07/2013

P-129 63- US	USA	Domestic priority	ALL - Allowed	14/675,763	01/04/ 2015					US 2015- 02128 43 A1	CONTROL LOOP MODEL	Detect Virtual Machine	Detect Virtual Machine	29/11/ 2031	02/04/ 2014
P-129 63- US 1C	USA	Continu- ation Technic- al	PE - Pre Examini- ation	15/275,504	26/09/ 2016						DEVICE, METHOD, AND SYSTEM OF DIFFERENTI- ATING BETWEEN VIRTUAL MACHINE AND NON- VIRTUALIZE D DEVICE	Detect Virtual Machine - Continuation	Detect Virtual Machine - Continua- tion	29/11/ 2031	02/04/ 2014
P-130 33- US	USA	Convent- ion foreign filing	EXM - Examini- ation	14/320,656	01/07/ 2014					US201 4- 03177 26	DEVICE, SYSTEM, AND METHOD OF DETECTING USER IDENTITY	Detection without profile	Page Navigation	01/07/ 2034	09/07/ 2013

P-130 34-EP	EPO	National filing from PCT	PE - Pre Examination	823596.3		08/07/2014				30199 91	BASED ON INTER-PAGE AND INTRA-PAGE NAVIGATION	PCT of Six Inventions	European application (PCT of six inventions)	08/07/2034	09/07/2013
P-130 34-US	USA	Conversion foreign filing	ALL - Allowed	14/325,393	08/07/2014					2014-03256 82	DEVICE, SYSTEM, AND METHOD OF DETECTING A REMOTE ACCESS USER	Detecting Remote Access	Remote Access User	29/11/2031	09/07/2013
P-130 34-US 1CI P	USA	CIP - Limited Examination	PE - Pre Examination	14/736,287	11/06/2015					US 2015-03101 96	DEVICE, METHOD, AND SYSTEM OF DETECTING REMOTE ACCESS USERS AND	Passive RAT Detection	Passive RAT Detection	08/07/2034	09/07/2013

P-130-35-US	USA	Conversion foreign filing	ALL - Allowed	14/325,394	08/07/2014				US 2014-03449-27	DIFFERENTIATING AMONG USERS	Automatic Script + Code Injection	Automatic Script + Code Injection	29/11/2031	09/07/2013
P-130-36-US	USA	Conversion foreign filing	PE - Pre Examination	14/325,395	08/07/2014				2014-03256-45	DEVICE, SYSTEM, AND METHOD OF DETECTING HARDWARE COMPONENTS	Hardware Detection	Hardware Detection	29/11/2031	09/07/2013
P-130-57-US	USA	Conversion foreign filing	EXM - Examination	14/325,396	08/07/2014				US2014-03177-44	DEVICE, SYSTEM, AND METHOD OF USER SEGMENTATION	User Segmentation	User Segmentation	29/11/2031	09/07/2013
P-130-62-US	USA	Conversion foreign filing	Registered	14/325,397	08/07/2014			9,450,971	20/09/2016	2014-03252-23	Visual Login + Stochastic Cryptography	Visual Login + Stochastic Cryptography	10/04/2032	09/07/2013

P-130 62- US 1CI P	USA	CIP - Limited	PE - Pre Examination	15/256,744	06/09/2016								OF VISUAL LOGIN AND STOCHASTIC CRYPTOGRAPHY	Visual Login (Continuation In Part)	Visual Login (Continuation In Part)	29/11/2031	09/07/2013
P-130 63- US	USA	Conversion foreign filing	Registered	14/325,398	08/07/2014	9,477,826	25/10/2016	2014-0325646	DEVICE, SYSTEM, AND METHOD OF DETECTING MULTIPLE USERS ACCESSING THE SAME ACCOUNT	Multiple Users in Same Account	Multiple Users in Same Account	12/04/2032	09/07/2013				
P-130 63- US 1CI P	USA	CIP - Limited	PE - Pre Examination	15/276,803	27/09/2016				DEVICE, METHOD, AND SYSTEM OF DETECTING MULTIPLE USERS ACCESSING	Multiple Users in Same Account - Continuation	Multiple Users in Same Account - Continuation	29/11/2031	09/07/2013				

P-141-39-US	USA	Domestic priority	EXM - Examination	14/675,764	01/04/2015				US 2015-02059 57 A1	THE SAME ACCOUNT	Criminal Intent + User Familiarity	Criminal Intent + User Familiarity	29/11/2031	02/04/2014
P-141-40-US	USA	Convention foreign filing	EXM - Examination	14/675,765	01/04/2015			US 2015-02132 46 A1	METHOD, DEVICE, AND SYSTEM OF GENERATING FRAUD-ALERTS FOR CYBER-ATTACKS	Fraud Console Visualizer	Fraud console visualizer	29/11/2031	02/04/2014	
P-141-41-US	USA	Convention foreign filing	ALL - Allowed	14/675,767	01/04/2015			US 2015-02059 44 A1	METHOD, DEVICE, AND SYSTEM OF DIFFERENTIATING AMONG USERS BASED ON PLATFORM CONFIGURATIONS	HW/SW dependency	HW/SW dependency	29/11/2031	02/04/2014	

P-141 42- US	USA	Conversion foreign filing	Registered	14/675,768	01/04/ 2015	9,418, 221	16/08/ 2016	US 2015- 02059 55 A1	METHOD, DEVICE, AND SYSTEM OF DIFFERENTI ATING AMONG USERS BASED ON RESPONSES TO INJECTED INTERFERE NC	Combined Click-Fraud with Binary- Interference	Combine d Click- Fraud with Binary- Interfere nce	05/12/ 2031	02/04/ 2014
P-141 42- US 1C	USA	Continu ation Technic al	PE - Pre Exam ination	15/210,221	14/07/ 2016				DETECTION OF CLICK- FRAUD	Click-Fraud Detection	Click- Fraud Detectio n	29/11/ 2031	02/04/ 2014
P-141 42- US 2C	USA	Continu ation Technic al	PE - Pre Exam ination	15/212,234	17/07/ 2016				DIFFERENTI ATING AMONG USERS BASED ON RESPONSES TO INJECTED INTERFERE NCES	Binary / Generic Interference	Binary / Generic Interfere nce	29/11/ 2031	02/04/ 2014
P-141 43- US	USA	Conversion foreign filing	ALL - Allowed	14/675,769	01/04/ 2015			US 2015- 02132 51 A1	METHOD, DEVICE, AND SYSTEM OF PROTECTIN G A LOG-IN	Protect Login / Application D- DOS	Protect Login / Applicati on D-DOS	29/11/ 2031	02/04/ 2014

P-14177-US	USA	Conversion foreign filing	EXMI - Examination	14/675,770	01/04/2015				US 2015-02059 58 A1	PROCESS OF A COMPUTERIZED SERVICE	Extrapolate by User Classification	Extrapolate by User Classification	29/11/2031	02/04/2014
P-14192-US	USA	CIP - Limited	EXMI - Examination	14/718,096	21/05/2015			US 2015-02565 28	METHOD, DEVICE, AND SYSTEM OF DIFFERENTIATING AMONG USERS BASED ON USER CLASSIFICATION	Historic Interference / Aberration -- Continuation	Historic Interference / Aberration -- Continuation	29/11/2031		
P-14275-US	USA	CIP - Limited	PE - Pre Examination	15/186,545	20/06/2016				DEVICE, SYSTEM, AND METHOD OF THREE-	3-D Captcha	3-D Captcha	29/11/2031	09/07/2015	

										PASSWORD -LESS DETECTION OF USER							
P- 145 53- US P	USA	Provisio nal- Original	PE - Pre Exam ation	62/312,140	23/03/ 2016					DEVICE, SYSTEM, AND METHOD OF OF GENERATIN G AND MANAGING BEHAVIORA L BIOMETRIC COOKIES	Behavioral / Biometric Cookie	Behavior al / Biometric Cookie	23/03/ 2017				
P- 145 55- US	USA	CIP - Limited	Before Filing							SYSTEM, METHOD, AND AND DEVICE OF DETECTING IDENTITY OF A USER AND AND AUTHENTIC ATING A USER BASED ON AN IMA	Selfie as Log-In	Selfie as Log-In	16/03/ 2016				
P- 145 55- US P	USA	Provisio nal ation	PE - Pre Exam ation	62/308,878	16/03/ 2016					SYSTEM, METHOD, AND AND DEVICE OF DETECTING IDENTITY	Selfie as Log-In	Selfie as Log-In	16/03/ 2017				

P-147-07-US	USA	CIP - Limited	PE - Pre Examination	15/182,624	15/06/2016							US 2016-02948 37 A1	OF A USER AND AUTHENTICATING A USER BASED ON AN IMA	Password Recovery	Password Recovery	29/11/2031							
P-147-33-US	USA	CIP - Limited	PE - Pre Examination	15/193,057	26/06/2016							DEVICE, SYSTEM, AND METHOD OF DIFFERENTIATING OVER MULTIPLE ACCOUNTS BETWEEN LEGITIMATE USER AND CVB	Single User accessing Multiple Accounts	Single User accessing Multiple Accounts	29/11/2031	09/07/2015							
P-147	USA	CIP - Limited	PE - Pre Examination	15/194,593	28/06/2016							CONTEXTUAL	Contextual Mapping of	Contextual	29/11/2031	09/07/2015							

34- US			ation							MAPPING OF WEB-PAGES, AND GENERATION OF FRAUD-RELATEDNESS SCORE-VALUES	Website Elements	Mapping of Website Elements		
P-147 55- PC	PCT	Convention foreign filing	PE - Pre Exam ination	PCT/IB2016/ 054064	07/07/ 2016					IDENTIFICATION OF COMPUTERIZED BOTS, AND IDENTIFICATION OF AUTOMATED CYBER-ATTACK MODULES	Identify Bots by Abnormal Behavior	Identify Bots by Abnormal Behavior	09/01/ 2018	09/07/ 2015
P-147 55- US	USA	CIP - Limited	PE - Pre Exam ination	15/198,199	30/06/ 2016					IDENTIFICATION OF COMPUTERIZED BOTS, AND IDENTIFICATION OF AUTOMATED CYBER-ATTACK MODULES	Identify Bots by Abnormal Behavior	Identify Bots by Abnormal Behavior	29/11/ 2031	09/07/ 2015
P-147 58-	USA	Domestic priority	PE - Pre Exam ination	15/203,817	07/07/ 2016					DETECTION OF PROXY SERVER	Detect Proxy Server	Detect Proxy Server	07/07/ 2036	09/07/ 2015

US																			
P-14834-US	USA	Original	PE - Pre Examination	15/281,075	30/09/2016										SYSTEM, DEVICE, AND METHOD OF ESTIMATION OF FORCE APPLIED TO A TOUCH SURFACE	Touch Force and Pressure Estimation	Touch Force and Pressure Estimation	30/09/2036	

Here are the domains owned/controlled by BioCatch Ltd.:

- biocatch.com
- biocatch.org
- biocatchbank.com
- we-stats.com
- data-graf.com