

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kreos Capital V (Expert Fund) L.P.		01/19/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	APPDOME LTD.		
Street Address:	2 eliezer kaplan		
City:	TEL AVIV		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85951426	NATIVEFLOW	
Serial Number:	86471440	APPDOME	
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:	katzlior@yahoo.com		
Correspondent Name:	Lior Katz		
Address Line 1:	4 Weizmann		
Address Line 4:	TEL AVIV, ISRAEL 6423904		
NAME OF SUBMITTER:	LIOR KATZ		
SIGNATURE:	L/I/O/R		
DATE SIGNED:	01/23/2017		
Total Attachments: 5			
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OP \$65.00 85951426

Termination and Release Agreement

This Termination and Release Agreement (the "Agreement") is entered into on January 19, 2017 (the "Effective Date"), by:

- (1) **Kreos Capital V (Expert Fund) L.P.**, a company incorporated in Jersey whose registered office is at 47 Esplanade, St Helier, Jersey ("Lender");

IN FAVOUR OF:

- (2) **AppDome Ltd.**, a company organized under the laws of the State of Israel, company no. 514663723 whose registered office is at 2 Kaplan St., Tel Aviv 6473403, Israel (the "Company"); and
- (3) **AppDome, Inc.**, a company organized under the laws of the State of Delaware, with offices at 3 Twin Dolphin Drive, Suite 375, Redwood City, California 94065 (the "Guarantor", and together with the Company, the "Relevant Entities").

Background

- 1 In connection with the Loan Agreement entered into between the Company and the Lender dated June 7, 2016 and ancillary documents thereof (the "Loan Agreement"), the Relevant Entities entered into the Security Documents listed in Schedule 1, pursuant to which they granted security in favour of the Lender for the payment and discharge of all monies, obligations and liabilities thereby covenanted to be paid or performed.
- 2 The Company notified the Lender of its decision not to utilize the loan facility under the Loan Agreement.
- 3 Following Company's decision, the Lender has agreed to discharge and release all of the security interests created by the Security Documents.

NOW, THEREFORE, the Parties hereby agree as follows:

1 Release

1.1 The Lender hereby unconditionally and irrevocably:

- 1.1.1 Releases and discharges all security created by each Relevant Entity pursuant to each Security Document;
- 1.1.2 Reassigns absolutely and shall promptly deliver to each Relevant Entity, all assets and property (including all rights thereto, interests therein and benefits thereunder) of each Relevant Entity which were assigned or delivered to the Lender pursuant to the relevant Security Documents and to hold the same free and discharged from the security created by, and all claims and security rights and benefits arising under each Security Documents; and
- 1.1.3 Subject to the Section 1.2 below, releases and discharges all Relevant Entities from their obligations under the Loan Agreement and the Security Documents whether past, present or future and releases and discharges each Relevant Entity from all claims and demands the Lender may have against such Relevant Entity pursuant to the terms of the Loan Agreement and the Security Documents; and

1.2 The Company hereby unconditionally and irrevocably confirms that nothing in this Agreement shall affect Lender's rights under the Warrant Certificate dated June 7, 2016 issued by the Company to the Lender, which shall remain in full force and effect according to its terms.

2 Further Assurance

The Lender agrees that it will at the cost and expense of the Relevant Entities, do all such acts and things and execute and deliver such further documentation, deeds, certificates, forms or releases as may be necessary or

desirable to give effect to the provisions of this Agreement and/or return to the Relevant Entities all documents of title (including all documents evidencing title) held by it which relates to the property releases from the security created by the Security Documents.

3. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regards to the conflict of law.

4. Severability

If any terms or provision of this Agreement shall be declared invalid, illegal or unenforceable, then such term or provision shall be enforceable to the extent that a court shall deem it reasonable to enforce such term or provision and if such term or provision shall be unreasonable to enforce to any extent, such term or provision shall be severed and all remaining terms and provisions shall be unaffected and shall continue in full force and effect.

5. Counterparts

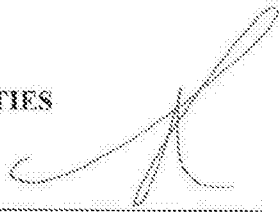
This Agreement may be executed in any number of counterparts, including by facsimile transmission, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have executed this Termination and Release Agreement effective as of the Effective Date.

RELEVANT ENTITIES



APPDOME LTD.

NAME: Dadi Avner

TITLE: CEO



APPDOME, INC.

NAME: Tom Tovar

TITLE: CEO

THE LENDER:

KREOS CAPITAL V (EXPERT FUND) L.P.

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release Agreement effective as of the Effective Date.

RELEVANT ENTITIES

APPDOME LTD.

NAME: _____

TITLE: _____

APPDOME, INC.

NAME: _____

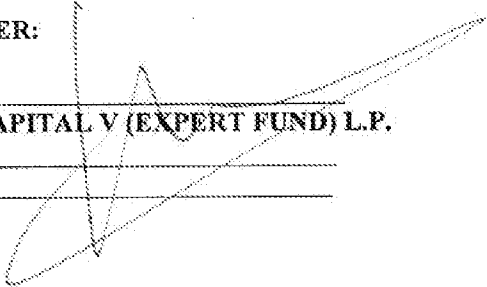
TITLE: _____

THE LENDER:

KREOS CAPITAL V (EXPERT FUND) L.P.

NAME: _____

TITLE: _____

A large, stylized handwritten signature in black ink is written over the signature line and extends upwards and to the right, crossing over the 'THE LENDER:' label.

Schedule 1

Security Documents

- 1 Israeli Law Debenture-Fixed Charge entered into between the Company and the Lender and dated August 3, 2016.
- 2 Israeli Law Debenture-Floating Charge entered into between the Company and the Lender and dated August 3, 2016.
- 3 U.S. intellectual property security agreement entered into between the Company and the Lender and dated August 3, 2016.
- 4 The Guarantee Agreement entered into between Appdome, Inc. and the Lender and dated June 7, 2016.

together with all other deeds, agreements or other documents entered into by each Relevant Entity in connection therewith) and any other security granted by the Relevant Entities in favour of the Lender from time to time prior to the Effective Date, except for the Warrant Certificate dated June 7, 2016 issued by the Company to the Lender.