

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGISTO LTD.	FORMERLY SIGHTERA TECHNOLOGIES LTD.	02/02/2017	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: 1			
Property Type	Number	Word Mark	
Registration Number:	4276781	MAGISTO	
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		
ATTORNEY DOCKET NUMBER:	96088/27.995		
NAME OF SUBMITTER:	Aaron Lewin		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	02/02/2017		
Total Attachments: 6			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. Intellectual Property Security Agreement ("**IP Security Agreement**") dated February 2, 2017, is made by and between (i) **Magisto Ltd.**, a corporation organized under the laws of the State of Israel, with registered offices at 3 Hamazmera Street, Ness Ziona, Israel (the "**Borrower**"), and (ii) 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 Borrower, have entered into that certain Agreement for the Provision of a Loan Facility dated November 21, 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 Borrower and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, the Borrower has agreed, among other things, to grant a first priority floating charge over the intellectual property of Magisto Ltd. to Kreos and under the Debenture - Fixed Charge, the Borrower has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Magisto Ltd. to Kreos, and the Borrower 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 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 Borrower agrees as follows:

1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge (collectively, the "**Charge Agreements**"), the Borrower 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**"), and (ii) the registered United States 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**"), all as currently owned by the Borrower or which shall be owned in the future by the Borrower (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 Borrower, and the Borrower 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 Borrower 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 Borrower 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**").

3. Recordation. Borrower 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 Borrower 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 and the Charge Agreements. The Borrower 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.

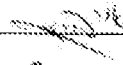
6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court 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 Borrower hereunder and take any action reasonably necessary to remove the security interest granted by the Borrower 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 Borrower 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.

MAGISTO LTD.

By: 

Name: Orin Boiman **Magisto Ltd.**
514250984

Title: CEO

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: Raoul Stein

Title: Director

{Magisto – US IP Security Agreement – Signature Page}

IN WITNESS WHEREOF, the Borrower 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.

MAGISTO LTD.

By: _____

Name: _____

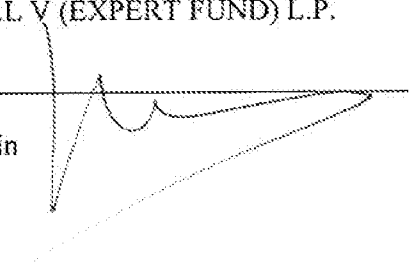
Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: Raoul Stein

Title: Director

A handwritten signature in black ink, appearing to read 'Raoul Stein', is written over the signature line for Kreos Capital V. The signature is stylized and extends to the right of the line.

SCHEDULE A

Intellectual Property

1. Magisto Ltd. – Registered and Provisional Patents:

Docket	Country	Status	Provisional	App. No.	Title
P-77562-US	US	Reg.	No	13/041,457	PERSONAL VIDEO BY A NON-PARAMETRIC APPROACH
P-77562-US1	US	Reg.	No	13/212,215	CLASSIFYING IMAGES
P-77562-US2	US	Pend.	No	13/706,358	SEMI-AUTOMATIC VIDEO EDITING
P-77562-US3	US	Pend.	No	13/706,440	SEMI-AUTOMATIC VIDEO EDITING
P-77562-US4	US	Pend.	No	14/249,565	PERSONAL VIDEO BY A NON-PARAMETRIC APPROACH
P-77562-US5	US	Pend.	No	14/752,942	SEMI-AUTOMATIC VIDEO EDITING
P-77568-US	US	Pend.	No	14/538,361	AUTOMATIC GENERATION OF MUSIC CLIPS
P-77568-US1	US	Pend.	No	15/374,023	AUTOMATIC GENERATION OF MUSIC CLIPS
P-77651-US	US	Reg.	No	14/329,377	CAMERA BASED ON VIDEO AND PHOTO ANALYSIS
P-77651-US1	US	Reg.	No	14/736,272	CAMERA BASED ON VIDEO AND PHOTO ANALYSIS
P-77652-US	US	Pend.	No	14/337,382	METHOD AND SYSTEM FOR INTEGRATING USER
P-77653-US	US	Pend.	No	13/947,183	SCRIBBLE BASED EDITING
P-77947-US	US	Pend.	No	14/644,350	VIDEO AND PHOTO EDITING BASED ON USER RATING
P-78528-US	US	Pend.	No	14/855,625	LOCK-SCREEN DISPLAY
P-78747-US	US	Pend.	No	14/986,222	SELECTIVE UPLOAD
P-78771-US	US	Pend.	No	14/994,219	AUTOMATIC B-ROLL FOR VIDEO EDITING
P-78822-US	US	Pend.	No	15/043,680	INTERFACE AND FLOW FOR CAPTURING VIDEOS
P-79235-USP	US	Pend.	Yes	62/197,104	AUTOMATIC MUSIC EDITING FOR VIDEO PRODUCTION
P-79376-USP	US	Pend.	Yes	62/241,159	METHOD AND SYSTEM FOR AUTOMATIC VIDEOEDITING WITH NARRATION

2. Magisto Ltd. -- Registered Trademarks:

Mark	File /Country	Registration Date	Registration Number	Status
MAGISTO	US	15/01/2013	4276781	Registered
MAGISTO	Israel	03/04/2014	240087	Registered
MAGISTO	International	15/06/2014	1204912	Registered
MAGISTO	Japan	29/10/2013	2013-36717	Registered
MAGISTO	EU	08/04/2015	1204912	Registered
MAGISTO	Russia	29/03/2016	1204912	Registered