

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORPHISEC INFORMATION SECURITY 2014 LTD		02/06/2017	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4994023	MORPHISEC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168226		
NAME OF SUBMITTER:	Matthew R. Pierce		
SIGNATURE:	/Matthew R. Pierce/		
DATE SIGNED:	02/07/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 6, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **MORPHISEC INFORMATION SECURITY 2014 LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 16 Helkikey Ha'Or Street, Gav Yam Park Building 2, Beer-Sheva, 8470912, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **MORPHISEC INC.**, a Delaware corporation ("US Borrower") (Grantor and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank under the Loan Documents.

B. Pursuant to the terms of the Loan Agreement and the ISR Debentures, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's obligations to Bank under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the ISR Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the ISR Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral (including, without limitation, with respect to the realization thereof) are as provided by, and are subject to the Loan Agreement, the ISR Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MORPHISEC INFORMATION SECURITY
2014 LTD

By: 
Name: Robert Joshua
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MORPHISEC INFORMATION SECURITY
2014 LTD

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Efrat Turgeeman

Name: EFRAT TURGEMAN

Title: Director, SVB

[Morphisec Information Security 2014 Ltd – Intellectual Property Security Agreement (Signature page)]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	14/760869	January 15, 2014
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	PCT/IB2015/053394	May 8, 2015
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	15723305.7	September 16, 2016
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	PCT/IB2016/050712	February 11, 2016
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	16705830.4	September 16, 2016
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS	242523	November 9, 2015
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	239914	January 15, 2014
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS	IL2016/050331	March 28, 2016
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS	238336	April 16, 2015
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	IL2014/050033	January 15, 2014
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	224357	January 21, 2013
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	14740716.7	January 15, 2014

MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	15/324,656	January 6, 2017
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	249962	January 8, 2017
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	15/324,659	January 6, 2017
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	249969	January 8, 2017
EARLY RUNTIME DETECTION AND PREVENTION OF RANSOMWARE	62/445,015	January 11, 2017
PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY EXPOSING FICTITIOUS SYSTEM AND VERSIONING INFORMATION	62/445,020	January 11, 2017

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
MORPHISEC	4994023	July 5, 2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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