

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verifood Ltd.		03/10/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing VII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
Name:	Venture Lending & Leasing VIII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87231099		
Serial Number:	86312253	SCIO	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	415 981 1400		
Email:	NSust@greeneradovsky.com		
Correspondent Name:	JEFFREY T. KLUGMAN		
Address Line 1:	FOUR EMBARCADERO CENTER, SUITE 4000		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN		
SIGNATURE:	/JEFFREY T. KLUGMAN/		

OP \$65.00 87231099

DATE SIGNED:

03/15/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 10, 2017, by and among, VERIFOOD LTD., a company registered with the Israeli Registrar of Companies ("Grantor"), and VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, its parent, Consumer Physics, Inc. (sometimes referred to herein with Grantor as "Borrowers"), and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's Obligations under the Loan Agreement when due, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, whether now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and

applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing, the term "Collateral" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Grantor's rights to such trademarks under applicable law.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and transfers otherwise permitted under the Loan Agreement, except to the extent such transfer or encumbrance would not reasonably be expected to have a Material Adverse Effect;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party, except to the extent such judgment or claim would not reasonably be expected to have a Material Adverse Effect;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a material change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall, to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect, use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business; and

(f) Grantor shall, to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect, apply for registration (to the extent not already registered) with the United States Patent and

Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with Collateral (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case of sub-sections (i) and (ii) above, with respect to such rights that Grantor determines in its sole but commercially reasonable judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time, to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party reasonable notice of all such applications or registrations.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any of the following actions to accomplish the purposes of this Agreement: (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature solely by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest; (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the UCC and pursuant to the Loan Agreement.

(c) Secured Party agrees that upon the payment in full of the Obligations, the security interests granted hereby shall terminate automatically and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at the Grantor's expense, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

4. Loan Agreement Governs. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7,

on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


GRANTOR:

Address of Grantor:

VERIFOOD LTD.

.....
.....

Attn: Chief Executive Officer

By: 
Name: Dror Sharon
Its: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____
Name: _____
Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VIII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____
Name: _____
Its: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

VERIFOOD LTD.

Attn: Chief Executive Officer

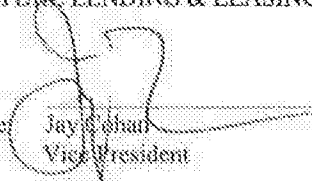
By: _____
Name: _____
Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: 
Name: Jay Gohari
Its: Vice President

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VIII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

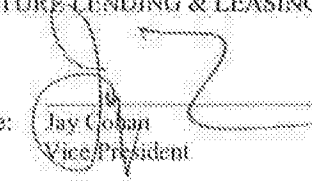
By: 
Name: Jay Gohari
Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

48535/0327
JTK/502912.2

EXHIBIT B

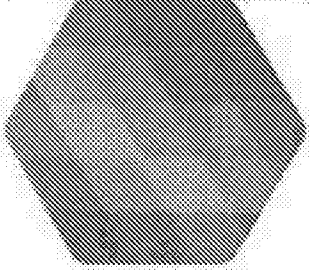
Patents

<u>Description</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Application Date</u>
HAND-HELD SPECTROMETER	D751435	3/15/2016	29/516,803	2/5/2015
SPECTROMETRY SYSTEM WITH DECREASED LIGHT PATH	9374942	2/21/2017	15/052,286	2/24/2016
SPECTROMETRY SYSTEM WITH DECREASED LIGHT PATH	9291504	3/22/2016	14/702,342	5/1/2015
LOW-COST SPECTROMETRY SYSTEM FOR END-USER FOOD ANALYSIS	9377396	6/28/2016	14/356,144	5/2/2014
SPECTROMETRY SYSTEM WITH FILTERS AND ILLUMINATOR HAVING PRIMARY AND SECONDARY EMITTERS	9383258	7/5/2016	14/702,470	5/1/2015
SPECTROMETRY SYSTEM WITH DIFFUSER HAVING OUTPUT PROFILE INDEPENDENT OF ANGLE OF INCIDENCE AND FILTERS	9448114	9/20/2016	14/702,422	5/1/2015
SPECTROMETRY SYSTEM WITH DIFFUSER AND FILTER ARRAY AND ISOLATED OPTICAL PATHS	9500523	11/22/2016	14/702,461	5/1/2015
SPECTROMETRY SYSTEMS, METHODS, AND APPLICATIONS	9562848	2/7/2017	15/183,114	6/15/2016
SHEATH FOR A HAND-HELD SPECTROMETER	D750988	3/8/2016	29/516,802	2/15/2015
N/A	Pending	Not yet issued	15/094,927	4/8/2016
N/A	Pending	Not yet issued	15/191,031	6/23/2016

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EXHIBIT C

Trademarks

Description	U.S. Registration/Application Number	Registration/Application Date
	87231099	November 9, 2016
SCIO	86312253	June 17, 2014

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