

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARLYSENSE LTD.		11/29/2017	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Partnership: JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3454407	EARLYSENSE	
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:	12/10/2017		
Total Attachments: 15			
source=G43318-V002 EarlySense - US IP Security A-V001#page1.tif			
source=G43318-V002 EarlySense - US IP Security A-V001#page2.tif			
source=G43318-V002 EarlySense - US IP Security A-V001#page3.tif			
source=G43318-V002 EarlySense - US IP Security A-V001#page4.tif			
source=G43318-V002 EarlySense - US IP Security A-V001#page5.tif			
source=G43318-V002 EarlySense - US IP Security A-V001#page6.tif			
source=G43318-V002 EarlySense - US IP Security A-V001#page7.tif			

OP \$40.00 3454407

source=G43318-V002 EarlySense - US IP Security A-V001#page8.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page9.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page10.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page11.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page12.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page13.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page14.tif
source=G43318-V002 EarlySense - US IP Security A-V001#page15.tif

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated November 29, 2017, is made by and between (i) EarlySense Ltd., a company incorporated in Israel under registered number 513609552 whose registered office is at 7 Jabotinsky St., Ramat Gan, Israel ("**Grantor**"); and (ii) Kreos Capital V (Expert Fund) L.P., a partnership incorporated in Jersey under registered number 2001 whose registered office is at 47 Esplanade, St Helier, Jersey; (" the "**Lender**" which expression shall include its respective successors and assigns).

WHEREAS, the Lender and the Grantor, shall enter into a certain Agreement for the Provision of a Loan Facility dated on or about the date hereof (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 the Lender, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, the Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of the Grantor to the Lender and under the Debenture - Fixed Charge, the Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to the Lender, 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 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 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**"), the Grantor hereby grants to the Lender 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 therefor 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 therefor 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 the Grantor to the Lender under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to the Lender, now or hereafter existing under or in respect of the Loan Agreement, and the Charge Agreements and any amendment thereof (the "**Secured Obligations**").

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. The Lender shall have the right to request, and the 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 Parties do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender 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 the Lender shall terminate and be of no force upon satisfaction in full of the Secured Obligations of the Grantor to the Lender. Upon termination of this IP Security Agreement and the security interest granted to the Lender hereunder, the Lender shall promptly execute all documents necessary to remove the security interest granted by the Grantor hereunder and take any action necessary to remove the security interest granted by the Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor and the Lender 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.

EARLYSENSE LTD.

By: *[Signature]*

Name: AVNER HALPERIN

Title: CFO

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor and the Lender 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.

EARLYSENSE LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

SCHEDULE A

List of IP

1. Patent and patent applications

Docket	Country	Status	Provisional	App. Number	Title	investors	Dates	Law firm	Law docket

See below

2. Trademarks and trademarks applications

Mark	File /Country	Registration Date	Registration Number	Status

See below

3. Web domains - www.earlysense.com

Main domain: www.earlysense.com

Secondary – www.earlysense.com/digital-health/

Redirections:

www.myearlysense.com

www.livebysense.com

www.trysense22.com

www.trysense23.com

www.trysense24.com

www.trysense25.com

www.trysense26.com

www.trysense27.com

www.trysense28.com

www.trysense29.com

www.trysense30.com

www.trysense31.com

www.trysense32.com

www.trysense33.com

www.trysense34.com

www.trysense35.com

www.trysense.com

www.trysense36.com

www.trysense37.com

www.trysense38.com

www.trysense39.com






www.trysense40.com




earlysenselive.com
www.tryearlysense41.com
www.tryearlysense42.com
www.livebyearlysense.co.uk
www.perceptearlysense.com
www.earlysensepercept.com
www.live-earlysense.com

non active:

earlysensecare.com
earlysenselife.com
earlysensewellness.com
earlysense-wellness.com
earlysenseconsumer.com
earlysense-consumer.com
earlysense-wellnessweb.com
buylivesense.com
trylivesensenow.com
trylivenow.com
buylivenow.co.uk
mylivesense.co.uk
trylivenow.co.uk
buylivesense.co.uk
trylivesensenow.co.uk
trylivesense.co.uk
trylivetoday.com
getlivenow.com
trylivetoday.co.uk
getlivetoday.co.uk
getlivenow.co.uk
sleepwithlive.com
trackwithlive.com
sleepwithlive.co.uk
trackwithlive.co.uk

4. live-earlysense.com Software and products of the company (including software and products which are still in development).
Products based on contact-free sensing and/or advanced analytics of clinical data (currently, ES2, Insight and consumer products Sleep sensors, Live, percept)
5. Description of the Company's know how.
General expertise in development, testing, installation and training on non-contact sensing and advanced analytics solutions for hospitals, nursing homes and homes.

 Patent Report-upd-7.12.14
  GS-7,077,810-#314 v1.PDF 348
  GS-7,314,451-#314 v1.PDF 359
  GS-60_674,382-#31 v1.PDF 4349
  GS-60_692,105-#31 v1.PDF 4360

 GS-60_731,934-#31 v1.PDF 4375
  GS-60_843,672-#31 v1.PDF 4361
  GS-60_784,799-#31 v1.PDF 4350

Techniques for Prediction and Monitoring of Respiration-Manifested Clinical Episodes						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
Europe	05703156.9	31/Jan/2005	EP1786315	23/May/2007	Abandoned	60/541,779
Israel	177247	31/Jan/2005	177247	01/Feb/2011	Granted	60/541,779
Japan	2006-552002	31/Jan/2005	4809779	26/Aug/2011	Granted	60/541,779
USA	11/048,100	31/Jan/2005	7077810	18/Jul/2006	Granted	60/541,779
Techniques for Prediction and Monitoring of Clinical Episodes						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
Australia	2006260535	21/June/2006	2006260535	25/Mar/2013	Abandoned	60/692,105
Canada	2613460	21/June/2006	2613460	08/May/2012	Abandoned	60/692,105
China	200680030389.8	21/June/2006			Abandoned	60/692,105
Europe	06745166.6	21/June/2006	EP1898777		Abandoned	60/692,105
Europe-1	12168737.0	21/June/2006			Abandoned	60/692,105

India	582/DELNP/2008	21/June/2006		11/Jun/2008	Filed (awaiting abandonment)	60/692,105
Israel	188307	21/June/2006	188307	24/Sep/2012	abandoned	60/692,105
Japan	2008-517698	21/June/2006	5155856	14/Dec/2012	Granted	60/692,105
Korea	2008-7001685	21/June/2006	10-1182994	07/Sep/2012	Granted	60/692,105
USA	11/197786	03/Aug/2005	7314451	01/Jan/2008	Granted	60/692,105

Methods and Systems for Monitoring Patients for Clinical Episodes

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
Canada	2668602	26/Oct/2006			Abandoned	60/731934
Europe	06820806.5	26/Oct/2006	EP1955233		Abandoned	60/731934
Japan	2008-538433	26/Oct/2006	5281406	31/May/2013	Granted Granted	60/731934
Japan-1 DIV	2013-062968	25/Oct/2006	2013-154190	15/Aug/2013	Abandoned	

[Appears twice]

Monitoring, Predicting and Treating Clinical Episodes

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
Europe	08738302.2	01/May/2008	2142095	13/Jan/2010	Abandoned	60/924,181
USA	12/113,680	01/May/2008	US 2008- 0275349	11/Jun/2008	Abandoned	60/924,181
USA-1 Con	13/305,618	28/Nov/2011	US2012/01322 11	31/May/2012	Abandoned	60/924,181

Monitoring, Predicting and Treating Clinical Episodes						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
China	200980127239.2	10/May/2009	CN102113034	29/Jun/2011	Abandoned	61/052,395
Europe	09746270.9	10/May/2009	2286395	23/Feb/2011	Abandoned	61/052,395
Europe- 1	13193683.3	10/May/2009	2701131	26/Feb/2014	Abandoned	61/052,395
Israel	209286	10/May/2009			Abandoned	61/052,395
Japan	2011-509080	10/May/2009			Abandoned	61/052,395
USA	12/991,749	10/May/2009	8821418	02/Sep/2014	Granted	61/052,395
Monitoring, Predicting and Treating Clinical Episodes						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	12/938,421	03/Nov/2010	8585607	19/Nov/2013	Granted	61/257,473
USA-1 con	14/054,280	15/Oct/2013	8734360	27/May/2014	Granted	61/257,473
Monitoring, Predicting and Treating Clinical Episodes						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
Australia	2011340042	07/Dec/2011			Abandoned	61/420,402
Europe	11847734.8	07/Dec/2011	2648616	16/Oct/2013	Abandoned	61/420,402
India	955/MUMNP/2 013	07/Dec/2011			Abandoned	61/420,402
Japan	2013-542667	07/Dec/2011	2013-544616	19/12/2013	Examination	61/420,402
Japan	2013-542667	07/Dec/2011	5951630	17/Jun/2016	granted	----
Japan-1	2016-114353	07/Dec/2011			Instructed to be Abandoned	----

PCT	PCT/IL2011/05 0045	07/Dec/2011	WO2012/0771 13	14/Jun/2012	Expired	61/420,402
US Prov.	61/420,402	07/Dec/2011			Expired	
US Prov- 1	61/439,971	07/Dec/2011			Expired	
USA	13/389200	07/Dec/2011	US2012- 0253142	04/Oct/2012	Abandoned	61/420402

Prediction and Monitoring of Clinical Episodes

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	11/782,750	25/Jul/2007	8403865	26/Mar/2013	Granted	
USA-1	13/750957	25/Jan/2013	8603010	10/Dec/2013	Granted	
USA-2	13/750962	25/Jan/2013	8679034	25/Mar/2014	Granted	
USA-3	14/020574	06/Sep/2013	8731646	20/May/2014	Granted	
USA-4	14/231855	01/Apr/2014	8992434	31/Mar/2015	Granted	
USA-5	14/624904	18/Feb/2015	9131902	15/Sep/2015	granted	----

Techniques for Prediction And Monitoring of Coughing-Manifested Clinical Episodes

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	12/842634	23/Jul/2010	8517953	27/Aug/2013	Granted	60/541779

Techniques for Prediction and Monitoring of Respiration-Manifested Clinical Episodes

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	11/446281	31/Jan/2005	8376954	19/Feb/2013	Granted	60/541779

Monitoring a Condition of a Subject

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
---------	-----------------	-------------	-------------------------	--------------------------	--------	-------------

USA	13/107772	13/May/2011	8491492	23/Jul/2013	Granted	CIP
USA-1 Con	13/921915	19/Jun/2013	8679030	25/Mar/2014	Granted	
USA-2 Con	14/150115	08/Jan/2014	8840564	23/Sep/2014	Granted	
USA-3 Con	14/454300	07/Aug/2014	8942779	27/01/2015	Granted	
USA-4 Con	14/557654	02/Dec/2014	9026199	05/May/2015	Granted	
USA-5 CIP	14/663835	20/Mar/2015	9131891	15/Sep/2015	Granted	CIP

Monitoring, Predicting and Treating Clinical Episodes

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
PCT	PCT/IL2013/05 0283	24/Mar/2013	WO2013/1505 23	10/Oct/2013	Expired	61/618,792
US Prov.	61/618,792	01/Apr/2012			Expired	61/618,792
USA-1	14/458,399	13/Aug/2014	8,998,830	07/Apr/2015	Granted	61/618,792
USA	13/906,325	30/May/2013	8,882,684	11/Nov/2014	Granted	61/618,792
USA-2	14/631,978	26/02/2015	2015/0164438	18/06/2015	Filed	61/618,792

MONITORING, PREDICTING AND TREATING CLINICAL EPISODES

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
PCT	PCT/IL2014/05 0644	17/Jul/2014	WO 2015/008285	22/01/2015	Expired	61/847579
US Prov.	61/847,579	18/Jul/2013			Expired	
U.S. Con	14/956,516	02/Dec/2015	9,449,493	20/Sep/2016	Granted	

MONITORING, PREDICTING AND TREATING CLINICAL EPISODES

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	14/956516	17/Jul/2014	9449493	20/Sep/2016	granted	----
MONITORING, PREDICTING AND TREATING CLINICAL EPISODES						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	14/019371	05/Sep/2013	US2014/00055 02	02/Jan/2014	Allowance	CIP
MONITORING A SLEEPING SUBJECT						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
US Prov.	62/045,237	03/Sep/2014			Expired	
U.S. Prov.	62/057,250	30/Sep/2014			Expired	
U.S. Prov.	62/088,697	08/Dec/2014			Expired	
U.S. Prov.	62/102,031	11/Jan/2015			Expired	
U.S. Prov	62/152,902	26/Apr/2015			Expired	
U.S.	14/726,706	01/Jun/2015	2016/0058428	03/Mar/2016	Examination	
PCT	PCT/IL2015/05 0880	02/Sep/2015	2016/035073	10/Mar/2016	Expired	62/045,237 et al.
USA	14/843,021	02/Sep/2015	2016/0058429	03/Mar/2016	Examination	62/045,237 et al.
MONITORING A SLEEPING SUBJECT						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	14/474357	02/Sep/2014	2014/0371635	18/Dec/2014	Filed	CIP
MONITORING A CONDITION OF A SUBJECT						
Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	14/810,814	28/Jul/2015	9265445	23/Feb/2016	Granted	CIP

USA-1	14/994,433	13/Jan/2016	9681838	20/Jun/2017	Granted	----
USA-2	15/624207	15/Jun/2017			filed	----

APPARATUS AND METHODS FOR MONITORING A SUBJECT

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
USA	62/295,077	14/Feb/2016			Filed	

APPARATUS AND METHODS FOR MONITORING A SUBJECT

Country	Application No.	Filing Date	Patent No.\ Pub. No.	Issue Date\ Pub. Date	Status	Provisional
PCT	PCT/IL2017/05 0182	14/Feb/2017	WO/2017/138 005	17/Aug/2017	filed	----
USA	15/431842	14/Feb/2017	US2017/02315 45	17/Aug/2017	filed	----
US Prov.	62/559568	17/Sep/2017			filed	

Designs

Sensor					
Country	Application No.	Filing Date	Reg. No.	Registration	Status
Germany	402015100764.3	14/Aug/2015	402015100 764-0001	01/Mar/2016	Registered
USA	29/536188	14/Aug/2015			Filed

Sensor					
Country	Application No.	Filing Date	Reg. No.	Registration	Status
Korea	30-2015-0041528	18/Aug/2015			Examination
USA	29/536542	18/Aug/2015			Filed

Trademarks

EarlySense LTD.					
Country	Application No.	Filing Date	Reg. No.	Registration	Status
Community	005848924	23/Apr/2007	005848924	18/Dec/2014	Registered
USA	77/037537	06/Nov/2006	3454407	24/Jun/2008	Registered
EVERON					
Country	Application No.	Filing Date	Reg. No.	Registration	Status
USA	77/241874	30/Jul/2007	3496783	02/Sep/2008	Abandoned

COMPANY'S LOGO

EarlySense
Proactive Patient Care