

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.I Science (2009) Ltd.		05/17/2018	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	bank leumi le-israel b.m.		
Street Address:	15 Hamenofim Street		
City:	Herzliya		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86435280	ADCLARITY	
CORRESPONDENCE DATA			
Fax Number:	3019720370		
<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:	5182808924		
Email:	trademarks@ems-legal.com		
Correspondent Name:	A. Tally Eitan		
Address Line 1:	18106 Kitchen House Court		
Address Line 2:	c/o Edna Eisemann		
Address Line 4:	Germantown, MARYLAND 20874		
NAME OF SUBMITTER:	Michelle Rosenberg		
SIGNATURE:	/mw/		
DATE SIGNED:	06/10/2018		
Total Attachments: 6			
source=Security Agreement BI Science Bank Leumi#page1.tif			
source=Security Agreement BI Science Bank Leumi#page2.tif			
source=Security Agreement BI Science Bank Leumi#page3.tif			
source=Security Agreement BI Science Bank Leumi#page4.tif			
source=Security Agreement BI Science Bank Leumi#page5.tif			
source=Security Agreement BI Science Bank Leumi#page6.tif			

CH \$40.00 86435280

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement") dated May 12, 2018, is made by B.I Science (2009) Ltd. (the "Grantor" or the "Company") in favor of Bank Leumi le-Israel B.M. (the "Secured Party" and together with the Grantor, the "Parties").

WHEREAS, the Secured Party provided, is providing and may in the future provide to the Grantor, from time to time, credits under the Loan and Security Agreement dated December 10, 2017 (as may be amended, modified, extended or renewed from time to time) between the Parties (the "Credits" and "Loan Agreement", respectively); and

WHEREAS, as a condition precedent to the making of any Credit by the Secured Party, the Grantor hereby grant to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other United States and State governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security.** Grantor hereby grants to the Secured Party a first-ranking, unlimited in amount, pledge and security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral");
 - 1.1. the patents and patent applications set forth in Schedule A hereto (the "Patents");
 - 1.2. the trademark and trademark applications set forth in Schedule A hereto (the "Trademarks");
 - 1.3. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
 - 1.4. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - 1.5. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
2. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the full and punctual payment and performance of all obligations of the Grantor and all amounts, whether in Israel currency or in foreign currency, due or to become due to the Secured Party (whether on the maturity date thereof, as a result of a demand for immediate repayment and/or acceleration under the terms of the Loan Agreement), now or at any time hereafter, under or in respect of or in connection with Credits.
3. **Recordation.** The Grantor authorizes and requests that the Commissioner for Patents or Trademarks and any other applicable government officer in any relevant jurisdiction as shall be decided by the Secured Party, record this IP Security Agreement.
4. **Deleted.**
5. **Proceedings and Realization.**
 - 5.1. Upon the occurrence of any event which entitles the Secured Party, pursuant to any document executed or that will be executed by the Company in connection with the Credits, including without limitation, pursuant to the terms of any Credit or the General Terms of Operation of Account, the Secured Party will be entitled to exercise such measures as it will deem fit to recover the Secured Sums from the Company, and institute any proceedings that in the Secured Party's opinion will be required in order to preserve its rights under this IP Security Agreement.

B.I SCIENCE (2009) LTD
514220680

Intellectual Property Security Agreement

Without derogating from the generality of such rights the Secured Party shall be entitled to realize the Collateral, either by appointing a receiver or a manager or by such other method as it deems fit, at the time decided by the Secured Party at its discretion, considering, among other things, the nature of the Collateral, the sums anticipated to be received by the Secured Party, according to its estimation, from the proceeds of the realization.

- 5.2. The Company hereby agrees that the receiver or manager so appointed and the Secured Party, will each be deemed to be the Company's attorney and have all the powers conferred upon the Company, including, *inter alia*, those set out below:
- 5.2.1. To receive the Collateral or any part thereof, seize possession of, on behalf of the Company;
 - 5.2.2. To sell or agree to the sale of the Collateral in whole or in part, or otherwise dispose of the same on such conditions as he deems fit, and apply the proceeds thereof towards covering all the Secured Sums;
 - 5.2.3. To affect any other act in relation to the Collateral in its entirety or in part, as he deems fit.
 - 5.2.4. The Company agrees that in the event that the Secured Party will decide to sell and/or transfer and/or realize the Collateral or any part thereof by itself, a notice relating to the steps the Secured Party is intended to take will be sent to the Company 10 days in advance and such period shall be deemed as "reasonable" for the purpose of Section 19(b) to the Israeli Pledges Law, 1967.
- 5.3. All the sums recovered by the Secured Party from a realization of the Collateral, solely in connection with the Credits, as well as all the sums that will be paid to the Secured Party will, to the extent they are sufficient, be applied towards the purposes set out below, according to the order in which they appear;
- 5.3.1. In discharge of the expenses incurred as a result of the realization of the Collateral, including the various appointments and fees of the party receiving, receiver or manager as well as any other expense incurred as a result of the taking of any proceedings by the Secured Party in order to preserve its rights under this IP Security Agreement;
 - 5.3.2. In discharge of the remaining expenses, commissions, bank charges, interest and other sums resulting from upon the linkage of the interest, the maturity date of which has arrived but has not been discharged to the Secured Party by the Company;
 - 5.3.3. In discharge of the amounts of principal and other sums resulting from upon the linkage of principal, the maturity date of which has arrived but has not been discharged to the Secured Party by the Company;
 - 5.3.4. For depositing the same in a special or other account in the Company's name with the Secured Party, to serve as security for the full discharge of the remaining Secured Sums without derogating from the Secured Party's right of lien and set off under any document, signed or to be signed by the Company in favour of the Secured Party, and/or by law. Save where otherwise agreed in writing between the Company and the Secured Party, these sums will be deposited in an interest-bearing shekel deposit, payable on demand, as customary in the Secured Party for the time being with respect to customers' shekel deposits, or if at that time no such deposit is customary in the Secured Party, the sums will be deposited from time to time in an interest-bearing shekel deposit for the shortest term customary for the time being in the Secured Party with respect to customers' shekel deposits. The Company may not withdraw the sums so deposited in the special or other account or otherwise effect any disposition therewith except for such part thereof as will exceed Secured Sums.
 - 5.3.5. Whenever proceedings shall be instituted by the Secured Party against the Company for payment of any amount due or to become due from it to the Secured Party on account of the Secured Sums, such amount shall bear Interest at the Maximum Rate for the period commencing from the date of the institution of such proceedings until the date of actual payment thereof in full; and the Company agrees to the judicial authority imposing upon the Company such interest.

6. **Expenses**

All expenses connected with the stamping of this IP Security Agreement, the registration thereof at the relevant registers or with the realisation or cancellation of this IP Security Agreement, in whole or in part, or any proceedings instituted by the Secured Party in respect of the sums due or becoming due to the Secured Party from the Company on account of the Secured Sums and all expenses in respect of acts taken by the Secured Party in the scope of its powers under this IP and Security Agreement and expenses in connection with any proceedings that will be taken by the Secured Party to preserve the its rights hereunder, including the fees of the Secured Party's lawyers shall be borne by the Company (subject to any law). Without derogating from the Secured Party's right of lien and set off under any document, signed or to be signed by the Company in favour of the Secured Party, and/or by law, the Company hereby undertakes to pay the Secured Party, immediately upon its first demand, any such expense, together with interest at the Maximum Rate, in respect of the period commencing on the date it was incurred by the Secured Party until the actual payment thereof. The Secured Party may debit any account of the Company in respect of any payment due to it under this clause whether such account is in credit or overdrawn on the date of such debit or becomes overdrawn as a result thereof.

7. **Accumulation of interest**

Any interest mentioned in this IP Security Agreement due from the Company to the Bank, including Maximum Interest and default interest, accumulating every month or as customary in the Bank from time to time for any other period for which the accumulation of interest is permitted, will similarly bear interest at the same rate.

8. **Entries of the Secured Party**

The Records in the Secured Party's books, a copy thereof or of any excerpt thereof, shall serve as admissible *prima facie* evidence to prove the authenticity of their contents.

9. **Relationship with other documents**

This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the IP Charge Agreement dated December 10, 2017 (the "Charge Agreement"). The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreement, as applicable and in the event of any contradiction between this IP Security Agreement and the Credit Agreement or the Charge Agreement, the provisions of the Credit Agreement or the Charge Agreement (as the case may be) will prevail.

10. **Termination**

This IP Security Agreement shall terminate upon repayment in full of all Credits due to the Secured Party under the Loan Agreement and termination of the Loan Agreement, in accordance with the provisions of the Loan Agreement. Upon such termination, the Secured Party shall promptly execute any and all documents reasonably required by the Grantor in order to remove the charges and liens created pursuant to this IP Security Agreement and this IP Security Agreement shall expire.

11. **Miscellaneous**

11.1. **Assignment**. This IP Security Agreement shall be binding upon and inure to the benefit of each party hereto and its permitted successors and assigns. The Company may not assign or transfer all or any part of its rights and/or obligations under this IP Security Agreement. The Secured Party and all those claiming under it shall be entitled, at all times, to assign to others their rights under this IP Security Agreement, without the necessity of obtaining the Company's consent thereto.

11.2. **Notice**. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other a communication with respect to this IP Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person or sent by registered or certified mail, return receipt requested, with proper postage prepaid, or by facsimile transmission with electronic

B.I. SCIENCE (2007) LTD
514220680

Intellectual Property Security Agreement

confirmation of delivery:

If to the Company: Kfir Moyal
B.I Science (2009) Ltd.
6 Hanechoshet Street, Ramat Hachayl, Tel
Aviv, Israel
Tel: 054-5204074
Fax: 972-3-6040611

If to the Secured
Party: Eldar Moalem
Bank Leumi
15 Hamenofim St. Hertzelia, Israel
Tel: +972.76.8686428
Fax: 077-8087333

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly served, given or delivered upon the earliest of (a) actual receipt, (b) upon transmission if sent during business hours at the place of receipt or, if not so sent, on the next opening of regular business hours following transmission when sent by facsimile transmission, and (c) three (3) business days after deposit with a reputable international express courier properly addressed with all charges prepaid. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

- 11.3. Delays or Omissions; Waiver. The rights of the Secured Party may be waived only in writing and specifically; the conduct of the Secured Party shall not be deemed a waiver of any of its rights pursuant to this IP Security Agreement and/or as a waiver or consent on its part as to any breach or failure to meet any of the terms of this IP Security Agreement or as an amendment hereto. A waiver by the Secured Party in respect of a breach by the Company of its obligations shall not be construed as a justification or excuse for a further breach of its obligations. No delay or omission to exercise any right, power, or remedy accruing to the Secured Party upon any breach or default by the Company shall impair any such right or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring. The rights of the Secured Party hereunder may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.
- 11.4. Amendments. Any term of this IP Security Agreement may be amended or modified only by a written document signed by the Company and the Secured Party.
- 11.5. Entire Agreement. This IP Security Agreement, the Loan Agreement and the Charge Agreement contain the entire understanding of the parties with respect to its subject matter and all prior negotiations, discussions, agreements, commitments and understandings between them with respect thereto not expressly contained herein shall be null and void in their entirety, effective immediately with no further action required.
- 11.6. Severability. If a provision of this IP Security Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof. Where provisions of any applicable law resulting in such illegality, invalidity or unenforceability may be waived, they are hereby waived by each party to the full extent permitted so that this IP Security Agreement shall be deemed valid and binding agreements, in each case enforceable in accordance with its terms.
- 11.7. Counterparts, Facsimile Signatures. This IP Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the IP Security Agreement. A signed IP Security Agreement received by a party

B.I SCIENCE (2009) LTD
514220688

TRADEMARK

REEL: 006350 FRAME: 0256

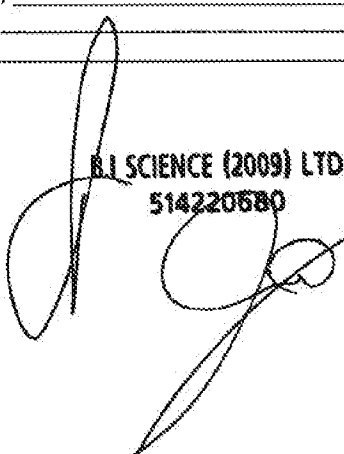
Intellectual Property Security Agreement

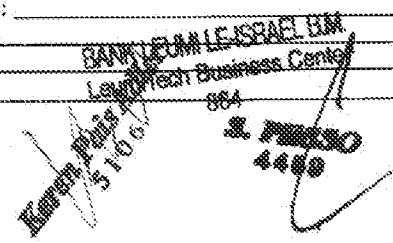
hereto via facsimile or electronic e-mail will be deemed an original, and binding upon the party who signed it.

- 11.8. Governing Law and Venue. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the principles thereof relating to conflict of laws. The competent courts of the city of Tel Aviv-Jaffa shall have exclusive jurisdiction to hear all disputes arising in connection with this IP Security Agreement and no other courts shall have any jurisdiction whatsoever in respect of such disputes.
- 11.9. Further Actions. Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this IP Security Agreement and the intentions of the parties as reflected thereby.
- 11.10. No Third Party Beneficiaries. Nothing in this IP Security Agreement shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.

IN WITNESS WHEREOF, each of the Parties has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor B.I. Science (2009) Ltd. Signature: _____ Name: _____ Title: _____	Secured Party Bank Leumi le-Israel B.M. Signature: _____ Name: _____ Title: _____
---	--


B.I. SCIENCE (2009) LTD
514220680


BANK LEUMI LE-ISRAEL B.M.
Leumi Mech Business Center
884
4480

