

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFECTO MOBILE LTD.		07/11/2018	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87382480	DIGITALZOOM	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178024 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	07/11/2018		
Total Attachments: 5			
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “**Amendment**”) is made as of July 11, 2018, 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 **PERFECTO MOBILE LTD.**, a company organized under the laws of the State of Israel (“**Grantor**”).

Recitals

A. Grantor has previously entered into (a) that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of February 28, 2017 (the “**Prior Senior Agreement**”) and (b) that certain Mezzanine Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of February 28, 2017 (the “**Existing Mezzanine Loan Agreement**”).

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of February 28, 2017, (the “**IP Agreement**”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Agreement.

C. Grantor has entered into that certain First Amendment to Mezzanine Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of the date hereof, which amends the Existing Mezzanine Loan Agreement (the “**Mezzanine Loan Agreement**”).

D. Grantor has entered into that certain Second Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of the date hereof (the “**Senior Loan Agreement**”, and together with the Mezzanine Loan Agreement, the “**Loan Agreement**”), which agreement amends and restates in its entirety, and replaces, the terms of the Prior Senior Agreement.

E. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP AGREEMENT.

1. The IP Agreement shall be amended by deleting the following text, appearing as paragraph A in the Recitals thereof:

“A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in (a) that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Senior Loan Agreement”) and (b) that certain Mezzanine Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Mezzanine Loan Agreement”, and together with the

Senior Loan Agreement, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 Grantor to Bank.”

and inserting in lieu thereof the following:

“A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in (a) that certain Second Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of July 11, 2018 (as the same may be amended, affected modified, restated, replaced, or supplemented from time to time, the “Senior Loan Agreement”) and (b) that certain Mezzanine Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of February 28, 2017, as amended by that certain First Amendment to Mezzanine Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto, dated as of July 11, 2018 (as the same may be affected modified, restated, replaced, or supplemented from time to time, from time to time, the “Mezzanine Loan Agreement”, and together with the Senior Loan Agreement, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 Grantor to Bank.”

2. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Agreement, and acknowledges, confirms and agrees that the IP Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

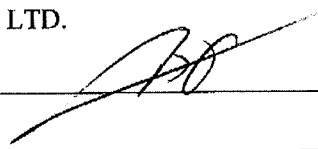
C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written as a sealed instrument under the laws of the Commonwealth of Massachusetts.

GRANTOR:

PERFECTO MOBILE LTD.

By: _____ 

Name: Eran Yaniv _____

Title: CEO _____

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written as a sealed instrument under the laws of the Commonwealth of Massachusetts.

GRANTOR:

PERFECTO MOBILE LTD.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Jasmine Saadati

Title: VP

SCHEDULE C-1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DIGITALZOOM	US App. No. 87382480	March 23, 2017

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