

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PANDOLOGIC LTD.	FORMERLY REALMATCH LTD.	08/27/2018	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KREOS CAPITAL V (EXPERT FUND) L.P.		
<b>Street Address:</b>	47 ESPLANADE		
<b>City:</b>	ST HELIER		
<b>State/Country:</b>	JERSEY		
<b>Entity Type:</b>	Limited Partnership: JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4865465	REALMATCH	
<b>Registration Number:</b>	5066701	THE JOBNETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aaron.lewin@jmbdavis.com		
<b>Correspondent Name:</b>	JMB DAVIS BEN-DAVID		
<b>Address Line 1:</b>	8 HARTOM STREET		
<b>Address Line 2:</b>	PO BOX 45087		
<b>Address Line 4:</b>	JERUSALEM, ISRAEL		
<b>NAME OF SUBMITTER:</b>	AARON LEWIN		
<b>SIGNATURE:</b>	/AARON LEWIN/		
<b>DATE SIGNED:</b>	09/05/2018		
<b>Total Attachments: 6</b>			
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**IP Security Agreement**”) dated August 27, 2018, is made by and between (i) PANDOLOGIC LTD. (previously known as RealMatch Ltd.) (the “**Grantor**”) a company incorporated in Israel under registered number 51-3911735 whose registered office is at 6 Yad Harutsim Street, Kefar Saba, Israel, and (ii) Kreos Capital V (Expert Fund) L.P. (“**Kreos**”), a partnership incorporated in Jersey under registered number 2001 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, PANDOLOGIC, INC., RMOLDCO, INC., the Grantor (together, the “**Borrower**”) and Kreos, have entered into that certain Agreement for the Provision of a Loan Facility dated on or about the date hereof (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant security interest in the intellectual property of the Grantor to Kreos, and the Grantor has agreed 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 parties agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Loan Agreement, Grantor hereby grants to Kreos 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 therefore 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 therefore 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 subject to Section 7 below (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, 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 Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Borrower to Kreos now or hereafter existing under or in respect of the Loan Agreement, as may be amended from time to time, and any future financing arrangement between Kreos and the Borrower (the “**Secured Obligations**”).

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

Section 4. Right to Request Information. Kreos shall have the right to request, and 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. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This IP Security 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 IP Security 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 Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

PANDOLOGIC LTD.

By:  \_\_\_\_\_

Name: Jonathan Bulkeley

Title: CEO

PANDOLOGIC LTD.  
פנדולוג'יק בע"מ

KREOS CAPITAL V (EXPERT FUND) L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

PANDOLOGIC LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL V (EXPERT FUND) L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

List of IP


1. Patent and patent applications

Pandologic, Inc.

Country	Status	Provisional	App. Number	Title	inventors	Date	Law firm
United States	Non Final Action Mailed	62/088,034	14/959,166	DEVISE, SYSTEM AND METHOD FOR GENERATING A PREDICTIVE MODEL BY MACHINE LEARNING	David J. Marcus; Ron Bekkerman ; Amir Kaldor	Published on June 9, 2016.  Filed on December 5, 2014.	Pearl Cohen Zedek Latzer Baratz LLP

2. Trademarks and trademarks applications

Pandologic Ltd.

Mark	Country	Filing Date or Registration Date	Application Number or Registration Number	Status
REALMATCH	U.S.	December 8, 2015	4865465	Registered
	U.S.	October 25, 2016	5066701	Registered
REALMATCH	CA	November 23, 2016	TMA956117	Registered
	CA	Filed: October 1, 2014	AN: 1696288	Pending AN: 1696288 Filed: October 1, 2014
REALMATCH	IL	May 5, 2016	268689	Registered
	Apple App Store	October 28, 2012	294092663	Active