

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IDOMOO LTD.		11/08/2018	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:	Limited Partnership: JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86028550	IDOMOO	
Serial Number:	86028504	PVAAS	
Serial Number:	86028514	LIVEPV	
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:	11/19/2018		
Total Attachments: 6			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated November 8, 2018, is made by and between (i) Idomoo Ltd., a company incorporated in Israel under registered number 513973727 whose registered office is at 4 Hacharash St., Hod Hasharon, Israel (the “**Grantor**”), and (ii) Kreos Capital V (Expert Fund) L.P. a company 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, the Grantor, Idomoo Inc (“**US Subsidiary**”) and Idomoo UK Limited (**UK Subsidiary**) (Grantor, US subsidiary and UK Subsidiary together shall be referred herein as the “**Borrower**”) have entered into that certain Agreement for the provision of a loan facility dated November 8, 2018 (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 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 (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 Borrower to the Lender, now or hereafter existing under or in respect of the Loan Agreement, as may be amended from time to time, and the Charge Agreements, as may be amended from time to time, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements) (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 Grantor does 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. Provided, however, that Kreos shall not be prevented from taking proceedings relating to the realization of the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to the Lender shall terminate and be of no force with respect to the Lender 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 execute all documents reasonably necessary to remove the security interest granted by the Grantor hereunder and take any action reasonably necessary to remove the security interest granted by the Grantor hereunder, including without limitation, the filing of a Termination Statement with the USPTO for the affected Patents and Trademarks.

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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.

IDOMOO LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: Raoul Stein

Title: Director

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.

IDOMOO LTD.

By: 

Name: _____

Title: _____

IDOMOO LTD

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: Raoul Stein

Title: Director

SCHEDULE A

Patents and Trademarks

PATENTS:

Country	Application number	Title
US	13/099,484	System and Method for Generating Videos
EP	13869830.3	A System and Method for Generating Personal Videos
WO	PCT/IL2013/051067	A System and Method for Generating Personal Videos
US	13/726,895	A System and Method for Generating Persona Videos
WO	PCT/IL2015/050539	System and Method to Generate an Interactive Video on the Fly
US	14/284,821	System and Method to Generate an Interactive Video on the Fly
US	15/693,808	System and Method to Generate an Interactive Video on the Fly
WO	PCT/IL2016/050548	System and Method to Generate an Interactive Video on the Fly
US	14/723,536	System and Method to Generate an Interactive Video on the Fly
US	15/278,254	System and Method for Generating Customizable Encapsulated Media Files
US	14/985,615	System and Method for Generating and Updating Video News Edition
US	15/286,852	System and Method for Generating and Playing Interactive Video Files
US	15/868,285	A Method For Encoding Video Key Frames, In A Format Suitable For Multiprocessing Gpu Decoding
US	15/868,285	A Method For Encoding Video Key Frames, In A Format Suitable For Multiprocessing Gpu Decoding
US	62/642,799	A System And Method To Generate A Customized, Parameter- Based Video

TRADEMARKS

Country	Application no.	MARK name
US	86/028550	IDOMOO
US	86/028504	PVAAS
US	86/028514	LIVEPV

TRADEMARK

REEL: 006539 FRAME: 0220

RECORDED: 11/19/2018