

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515113

<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>
EYEVUEW INC.		03/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KREOS CAPITAL VI (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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4784774	VIDEOIQ	
<b>Registration Number:</b>	4897180	EYEVUEW	
<b>Registration Number:</b>	4900252	EYEVUEW	
<b>Registration Number:</b>	5131278	V-CIRCULAR	
<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>ATTORNEY DOCKET NUMBER:</b>	96088/40.995		
<b>NAME OF SUBMITTER:</b>	AARON LEWIN		
<b>SIGNATURE:</b>	/Aaron Lewin/		
<b>DATE SIGNED:</b>	03/20/2019		
<b>Total Attachments: 6</b>			
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source=Eyeview - US IP Security Agreement Fully Executed#page2.tif			
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated March 18, 2019, is made by and between (i) Eyeview Inc., a company incorporated in Delaware with a registered office at 1209 Orange Street, Wilmington Delaware 19801, (“**Grantor**”); and (ii) Kreos Capital VI (Expert Fund) LP, a limited partnership incorporated in Jersey under registered number 2770 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, have entered into that certain Loan and Security Agreement for the Provision of a Loan Facility dated March 18, 2019 (the “**Loan and Security Agreement**”); and

WHEREAS, under the terms of the Loan and Security Agreement, the Grantor has agreed among other things, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office or the United States Copyright Office, as applicable, any registered 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. 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 6.11 of the Loan and Security 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 and Security 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 and Security Agreement or under any other future financing arrangement between the Grantor and the Lender (the “**Secured Obligations**”).

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

Section 4. Exclusion. Notwithstanding anything herein to the contrary, the security interest granted in this IP Security Agreement shall not include any "intent-to-use" Trademark applications filed in the United States Patent and Trademark Office until such time as a statement of use or an amendment to allege use has been filed with such application and accepted by the United States Patent and Trademark Office.

Section 5. Right to Request Information. The Lender shall have the right to request in writing, and the Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. 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 and Security Agreement and in the event of any contradiction between this IP Security Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement will prevail.

Section 7. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Delaware, 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 State of Delaware, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. Notwithstanding the aforesaid, the Lender shall be entitled to initiate injunction proceedings against the Grantor in any applicable jurisdiction.

Section 8. 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 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 in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, the Grantor and the Lender have caused this JP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EYEVIEW INC

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

Name: Orin Hannover

Title: CEO

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein

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.

EYEVIEW INC.

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

Name:

Title:

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein

Title: General partner

## SCHEDULE A

### *Patents:*

Issued Patents:

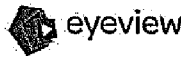
<b>Patent #</b>	<b>Issue Date</b>	<b>Owned By</b>	<b>Title</b>
9369402	June 14, 2016	Eyeview, Inc.	USING CLOUD COMPUTING FOR GENERATING PERSONALIZED DYNAMIC AND BROADCAST QUALITY VIDEOS
9247182	January 26, 2016	Eyeview, Inc.	USING CLUSTER COMPUTING FOR GENERATED PERSONALIZED DYNAMIC VIDEOS
8832226	September 9, 2014	Eyeview, Inc.	USING CLOUD COMPUTING FOR GENERATING PERSONALIZED DYNAMIC AND BROADCAST QUALITY VIDEOS

Patent Applications:

<b>Patent Application #</b>	<b>Filing Date</b>	<b>Owned By</b>	<b>Title</b>

### *Trademarks:*

Issued Trademarks:

<b>Registration #</b>	<b>Registration Date</b>	<b>Owned By</b>	<b>Mark</b>
4900252	February 16, 2016	Eyeview Inc.	EYEVIEW
4784774	August 4, 2015	Eyeview Inc.	VIDEOIQ
4897180	February 9, 2016	Eyeview Inc.	
5131278	January 31, 2017	Eyeview Inc.	V-CIRCULAR
87441142	May 8, 2017	Eyeview Inc.	OUTCOMES
014053763	September 10, 2015	Eyeview Inc.	VIDEOIQ
014053797	September 11, 2015	Eyeview Inc.	EYEVIEW

Trademark Applications:

<b>Serial #</b>	<b>Filing Date</b>	<b>Owned By</b>	<b>Mark</b>


***Copyrights:***

Registered Copyrights:

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Description</u>

***Domain Names:***

<https://www.eyevirtual.com/>