

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIFI CORP.		03/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VI (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Limited Partnership: JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5006157	CREDIFI	
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:	04/02/2019		
Total Attachments: 5			
source=Credifi_US Security Agreement_Signed#page1.tif			
source=Credifi_US Security Agreement_Signed#page2.tif			
source=Credifi_US Security Agreement_Signed#page3.tif			
source=Credifi_US Security Agreement_Signed#page4.tif			
source=Credifi_US Security Agreement_Signed#page5.tif			

OP \$40.00 5006157

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**IP Security Agreement**”) dated March 28, 2019, is made by and between CrediFi Corp., a company incorporated in Delaware, with registered offices at Corporation Trust Center, 1209 Orange St., Wilmington, New Castle, 19801, USA (the “**Grantor**”); and 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 28, 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 (the “**USPTO**”) or the United States Copyright Office, as applicable, any intellectual property owned by the Grantor 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. 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 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 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of New York, 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 New York, 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 7. 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 with the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

CREDIFI CORP

By: 

Name: DEY Razin

Title: CEO

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

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.

CREDIFI CORP.

By: _____

Name: _____

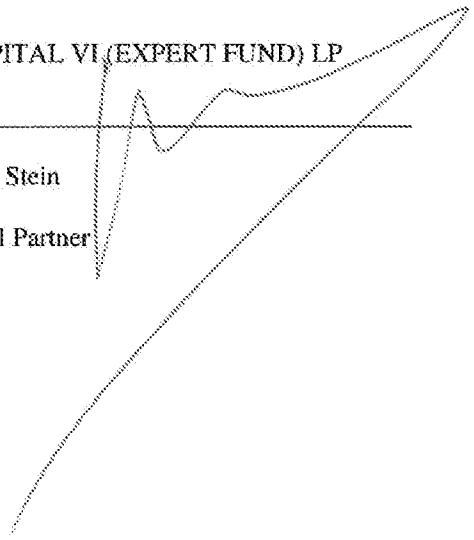
Title: _____

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

A large, handwritten signature in black ink, slanted upwards from left to right, overlapping the signature line and extending into the space below. The signature appears to be 'Raoul Stein'.

SCHEDULE A

Registered Trademarks:

<u>Registration #</u>	<u>International Registration #</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Mark</u>
5006157	1297116	July 26, 2016	August 25, 2015	CrediFi Corp.	CREDIFI

Domains:

<u>Registry Domain ID</u>	<u>Registration Date</u>	<u>Update</u>	<u>Registrar</u>	<u>Registrant Organization</u>	<u>Domain Name</u>
141226880_DOMAIN_COM-VRSN	2.2.2005	6.3.2014	GoDaddy.com, LLC	CrediFi Corp.	Credifi.com
1836915265_DOMAIN_COM-VRSN	11.26.2013	11.27.2018	GoDaddy.com, LLC	CrediFi Corp.	Credfi.com
1836915476_DOMAIN_COM-VRSN	11.26.2013	11.27.2018	GoDaddy.com, LLC	CrediFi Corp.	Ficre.com
1841986449_DOMAIN_COM-VRSN	1.8.2014	1.8.2019	GoDaddy.com, LLC	CrediFi Corp.	Credifize.com
D51351130-LRMS	1.8.2014	1.8.2019	GoDaddy.com, LLC	CrediFi Corp.	Credifize.info
1841986454_DOMAIN_NET-VRSN	1.8.2014	1.8.2019	GoDaddy.com, LLC	CrediFi Corp.	Credifize.net
D170616105-LROR	1.8.2014	1.8.2019	GoDaddy.com, LLC	CrediFi Corp.	Credifize.org
1690956083_DOMAIN_COM-VRSN	12.7.2011	8.29.2018	GoDaddy.com, LLC	CrediFi Corp.	Credifx.com
2072964317_DOMAIN_COM-VRSN	11.10.2016	11.11.2018	GoDaddy.com, LLC	CrediFi Corp.	Credifex.com

Registered Patents and Patent Applications:

None

Registered Copyrights and Copyright Applications:

None