

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519837

<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>
MIXTILES LTD		04/18/2019	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	KREOS CAPITAL VI (EXPERT FUND) LP		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87934671	MIXTILES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>Phone:</b>	4152687000		
<b>Email:</b>	ksamia@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	c/o Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	272920001115		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT2/		

CH \$40.00 87934671

**DATE SIGNED:**

04/18/2019

**Total Attachments: 11**

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page1.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page2.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page3.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page4.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page5.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page6.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page7.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page8.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page9.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page10.tif

source=2 - SHIBOLET#3146198v1\_F.9.d Mixtiles - SVB Kreos - Israel Intellectual Property Security Agreement (#page11.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 18, 2019 by and between (a) **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 and **KREOS CAPITAL VI (EXPERT FUND) LP**, a limited partnership whose registered office is at 47 Esplanade, St. Helier, Jersey (collectively, "Lenders") and (b) and **MIXTILES LTD**, a company organized under the laws of the State of Israel, with its principal place of business located at 54 Ahad Ha'am St., Tel Aviv, Israel ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **MIXTILES USA, INC.**, a Delaware corporation ("US Borrower"), and **MIXTILES B.V.**, a company organized under the laws of the Netherlands ("Dutch Borrower") (Grantor, US Borrower, and Dutch Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lenders.

B. Pursuant to the terms of the Loan Agreement and the Debentures, Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's obligations to Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Lenders, Grantor grants and pledges to the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials in the United States to record and register this Agreement in the United States upon request by Lenders.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lenders with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts, or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MIXTILES LTD

By:  X  
Name: DAVIS KATZ  
Title: CEO

LENDERS:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KREOS CAPITAL VI (EXPERT FUND) LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

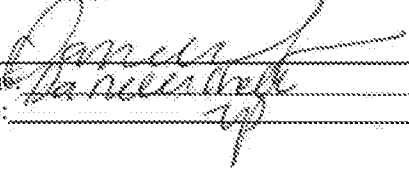
GRANTOR:

MIXTILES LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDERS:

SILICON VALLEY BANK

By:  \_\_\_\_\_  
Name: *Da...* \_\_\_\_\_  
Title: \_\_\_\_\_

KREOS CAPITAL VI (EXPERT FUND) LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MIXTILES LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDERS:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KREOS CAPITAL VI (EXPERT FUND) LP

By: \_\_\_\_\_  
Name: Rahul Sarda  
Title: General Partner



EXHIBIT A

Copyrights

None.

ny-1598452

EXHIBIT B

Patents

<u>Country</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
USA	PICTURE FRAME	29637793	February 22, 2018
USA	PICTURE FRAME	29637796	February 22, 2018
USA	DECORATIVE MOUNTABLE FRAME	29639879	March 9, 2018
USA	DECORATIVE MOUNTABLE FRAME	29639886	March 9, 2018
USA	PICTURE FRAME	29640575	March 15, 2018
USA	PICTURE FRAME	29631827	January 3, 2018
USA	RE-ADHERABLE WALL ATTACHMENT	15907774	February 28, 2018
Canada	PICTURE FRAME	182,906	August 8, 2018
Canada	PICTURE FRAME	183,024	August 16, 2018
Canada	DECORATIVE MOUNTABLE FRAME	183,415	September 5, 2018
Canada	DECORATIVE MOUNTABLE FRAME	183,416	September 5, 2018
Canada	PICTURE FRAME	183,414	September 5, 2018
Canada	PICTURE FRAME	182,263	July 3, 2018
Europe	PICTURE FRAME	005617545- 0001	August 22, 2018
Europe	PICTURE FRAME	005617545- 0002	August 22, 2018
Europe	DECORATIVE MOUNTABLE FRAME	005633153- 0001	September 7, 2018
Europe	DECORATIVE MOUNTABLE FRAME	005633153- 0002	September 7, 2018
Europe	PICTURE FRAME	005641412	September 14, 2018
Europe	PICTURE FRAMES	005369501	July 3, 2018
Japan	PICTURE FRAME	2018-017729	August 13, 2018
Japan	PICTURE FRAME	2018-018073	August 20, 2018

ny-1598452

**TRADEMARK**  
**REEL: 006623 FRAME: 0676**

Japan	DECORATIVE MOUNTABLE FRAME	2018-019335	September 5, 2018
Japan	DECORATIVE MOUNTABLE FRAME	2018-019336	September 5, 2018
Japan	PICTURE FRAME	2018-019337	September 5, 2018
Japan	PICTURE FRAME	2018014661	July 3, 2018

EXHIBIT C

Trademarks

<u>Country</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
USA	MIXTILES	87934671	May 24, 2018
Canada	MIXTILES	1,930,116	June 14, 2018
Europe	MIXTILES	017982490	November 8, 2018
Japan	MIXTILES	2018-140690	November 13, 2018

EXHIBIT D

Mask Works

None.

ny-1598452