# H \$40.00 4994

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM531058

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		07/08/2019	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	MORPHISEC INFORMATION SECURITY 2014 LTD
Street Address:	77 Haenergiya St.
City:	Beer-Sheva
State/Country:	ISRAEL
Postal Code:	8470912
Entity Type:	Corporation: ISRAEL

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4994023	MORPHISEC

### CORRESPONDENCE DATA

**Fax Number:** 4152687522

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.

**Phone:** 4152686538

Email: achung@mofo.com

**Correspondent Name:** Jennifer Lee Taylor, Morrison & Foerster

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	0272920001499
NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/Jennifer Lee Taylor/
DATE SIGNED:	07/09/2019

#### **Total Attachments: 10**

	source=Executed IP Security Agreement - Morphisec - 1693773#page1.tif
	source=Executed IP Security Agreement - Morphisec - 1693773#page2.tif
	source=Executed IP Security Agreement - Morphisec - 1693773#page3.tif
	source=Executed IP Security Agreement - Morphisec - 1693773#page4.tif
	source=Executed IP Security Agreement - Morphisec - 1693773#page5.tif
ı	

TRADEMARK REEL: 006695 FRAME: 0193

900505775

source=Executed IP Security Agreement - Morphisec - 1693773#page6.tif
source=Executed IP Security Agreement - Morphisec - 1693773#page7.tif
source=Executed IP Security Agreement - Morphisec - 1693773#page8.tif
source=Executed IP Security Agreement - Morphisec - 1693773#page9.tif
source=Executed IP Security Agreement - Morphisec - 1693773#page10.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 08, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **MORPHISEC INFORMATION SECURITY 2014 LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 77 Haenergiya St., Beer-Sheva, 8470912, Israel ("Grantor").

#### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and MORPHISEC INC., a Delaware corporation ("US Borrower") (Grantor and US 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 Bank 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). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank under the Loan Documents.
- B. Pursuant to the terms of the Loan Agreement and the ISR Debentures, Grantor has granted to Bank 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 Bank under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

- 1. <u>Grant of Security Interest</u>. To secure Borrower's obligations to Bank under the Loan Documents, Grantor grants and pledges to Bank 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 <a href="Exhibit C">Exhibit C</a> 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 <u>Exhibit D</u> 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. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.
  - 3. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the ISR Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the ISR Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral (including, without limitation, with respect to the realization thereof) are as provided by, and are subject to the Loan Agreement, the ISR Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
  - 4. <u>Execution in Counterparts</u>. 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. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  - 6. <u>Governing Law.</u> 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:			
MORPHISEC INFORMATION	ON SECURITY 2014	LTD	
By:			
Name:			
Title:	mommin		
BANK:			
SILICON VALLEY BANK			
By: <i>[[[]]] [[]]</i>	: 		
Name: MWhael Tikhw	<u>an</u>		
Title: Vier Caridiant			

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:		
MORPHISEC INFOR	RMATION SECURIT	ΓΥ 2014 LTE
By: Colar	PR	
Name:		
Title:		
BANK:		
SILICON VALLEY I	BANK	
By:		
Name:		
Title:		

EXHIBIT A
-----------

Copyrights

None.

# EXHIBIT B

# Patents

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	14/760869	January 15, 2014 Granted (July11, 2017)
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	PCT/IB2015/053394	May 8, 2015
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	15723305.7	May 8, 2015 (Received by EPO on Sept 16, 2016)
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	15/324,656	May 8, 2015 (Received by USPTO on January 6, 2017)
MALICIOUS CODE PROTECTION FOR COMPUTER SYSTEMS BASED ON PROCESS MODIFICATION	249962	May 8, 2015 (Received by Israel Patent Office on January 8, 2017)
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	PCT/IB2016/050712	February 11, 2016
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	16705830.4	February 11, 2016 (Received by EPO on Sept 16, 2016)
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	15/324,659	February 11, 2016 (Received by USPTO on January 6, 2017)
AUTOMATED CLASSIFICATION OF EXPLOITS BASED ON RUNTIME ENVIRONMENTAL FEATURES	249969	February 11, 2016 (Received by Israel Patent Office on January 8, 2017)

METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS	242523	November 9, 2015 Abandoned) National Phase IL254856 filed
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	239914	January 15, 2014 Granted (May 29, 2017)
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS	IL2016/050331	March 28, 2016
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE BY MEANS OF MUTABLE INSTRUCTIONS	238336	April 16, 2015 (Abandoned)
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	IL2014/050033	January 15, 2014
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	224357	January 21, 2013 (Abandoned) National Phase IL 239914 Granted
METHOD AND SYSTEM FOR PROTECTING COMPUTERIZED SYSTEMS FROM MALICIOUS CODE	14740716.7	January 15, 2014 Granted (May 16, 2018)
EARLY RUNTIME DETECTION AND PREVENTION OF RANSOMWARE	PCT/IB2017/058485	December 28, 2017
PROTECTING COMPUTING DEVICES FROM A MALICIOUS PROCESS BY EXPOSING FALSE INFORMATION	PCT/IB2017/058483	December 28, 2017
SYSTEM AND METHOD FOR RUNTIME DETECTION, ANALYSIS AND SIGNATURE DETERMINATION OF OBFUSCATED MALICIOUS CODE	PCT/IB2018/052785	April 20, 2018
SYSTEM AND METHOD FOR PREVENTING UNWANTED BUNDLED SOFTWARE INSTALLATION	PCT/IB2019/052326	March 21, 2019
SYSTEM AND METHOD FOR PROTECTING AN OPERATING SYSTEM KERNEL AGAINST MALICIOUS CODE BY RUNTIME MORPHING	62/773,706	November 30, 2018

# EXHIBIT C

## Trademarks

Registration/ Application <u>Date</u> Registration/ Application Number Description

4994023 July 5, 2016 MORPHISEC

EXHIBIT	D

Mask Works

None.

TRADEMARK REEL: 006695 FRAME: 0204

**RECORDED: 07/09/2019**