

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAMINATE MEDICAL TECHNOLOGIES LTD		08/19/2019	Private Limited Company: ISRAEL
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: 2			
Property Type	Number	Word Mark	
Serial Number:	87934545	VASQ	
Serial Number:	87934528	VASQ	
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		
ATTORNEY DOCKET NUMBER:	96088/43.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/AARON LEWIN/		
DATE SIGNED:	08/27/2019		
Total Attachments: 6			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated August 19, 2019, is made by and between (i) Laminate Medical Technologies Ltd., a company incorporated in Israel under registered number 514727957, whose registered office is at 24 Raoul Wallenberg Street, Tel Aviv, Israel 6971920 (“**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 Agreement for the Provision of a Loan Facility dated August 19, 2019 (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 the 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 (the “**USPTO**”) on 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. 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 Grantor to the Lender, now or hereafter existing under or in respect of the Loan Agreement, and the Charge Agreements, 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. 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.

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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.

LAMINATE MEDICAL TECHNOLOGIES LTD.

By: _____

Name: Tammy Alon

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.

LAMINATE MEDICAL TECHNOLOGIES LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

SCHEDULE A

IP List – Laminate Ltd.

Trademarks:

VasQ:

Country	Application #	Status	Holder	Filing Date	Issue Date
USA	87934545	Active	The Company	24.05.2018	08.01.2019
USA	87934528	Active	The Company	24.05.2018	08.01.2019
Switzerland [CH]	673127	Active	The Company	10.02.2015	18.05.2015
Europe	13331749	Active	The Company	06.10.2014	02.02.2015

Laminate:

Country	Application #	Status	Filing Date
China	27510090	Pending	10.02.2015

Patents:

Apparatus for Configuring an Arteriovenous Fistula

Country	Grant #	Holder	Filing Date	Grant Date	File Status
Australia	2013298145	The Company	02.03.2015	18.03.2018	Patent
China	104837514	The Company	30.01.2015	17.05.2017	Patent
Canada	2880343	The Company	28.01.2015	23.01.2018	Patent
Europe	2877220	The Company	27.02.2015	04.01.2017	Patent
Israel	237006	The Company	29.01.2015	01.04.2018	Patent
USA	App # 14/611,256	The Company	01.02.2015		Allowed
USA	App # 14/937,889	The Company	11.11.2015		Allowed

Vessel Shaping Devices and Methods

Country	Grant #	Holder	Filing Date	Grant Date	File Status
USA	10004508	The Company	03.02.2014	26.06.2018	Patent
Europe	App# 12743153.4	The Company	28.02.2014		Pending
Japan	6356065	The Company	03.02.2014	22.06.2018	Patent
Japan	App# 2018- 76048	The Company	11.04.2018		Pending
USA	App# 15/996,546	The Company	04.06.2018		Pending