

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544071

<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>
WIZER FEEDBACK LTD.		09/24/2019	Corporation: ISRAEL
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87123761	WIZER	
<b>Serial Number:</b>	87125285	GETWIZER	
<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>	96088/44.995		
<b>NAME OF SUBMITTER:</b>	AARON LEWIN		
<b>SIGNATURE:</b>	/AARON LEWIN/		
<b>DATE SIGNED:</b>	10/07/2019		
<b>Total Attachments: 7</b>			
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated September 24, 2019, is made by and between (i) Wizer Feedback Ltd., a company incorporated in Israel under registered number 514896208, whose registered office is at 15 Halamish Street, Caesarea 3088900, Israel (“**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, the Grantor and the Grantor's wholly owned US subsidiary, Wizer Feedback, Inc. (the “**US Subsidiary**” and collectively with the Grantor, the “**Borrower**”), have entered into that certain Agreement for the Provision of a Loan Facility dated August 11, 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 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 on any 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. 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, if 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.

Notwithstanding the above, the Grantor shall be able to provide licenses in the Ordinary Course of Business (as defined in the Loan Agreement), all subject to the provisions 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 any of the Borrower 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 any of the Borrower 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 in 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.

WIZER FEEDBACK LTD.

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



Name: Alon Ravid

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.

WIZER FEEDBACK LTD.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL VI (EXPERT FUND) LP

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

Name: Raoul Stein



Title: General Partner

## SCHEDULE A

### Patents:

Issued Patents:

<u>Patent #</u>	<u>Issue Date</u>	<u>Owned By</u>	<u>Title</u>

Patent Applications:

<u>Docket</u>	<u>Country</u>	<u>Status</u>	<u>Provisional</u>	<u>App. Number</u>	<u>Title</u>	<u>Inventors</u>	<u>Dates</u>	<u>Law firm</u>
8322/US1	USA	Pending		15726414	System and method for generating insights automatically	Alon Ravid Emanuel Geva Idan Geva Havi Inbar Lankry	2017/10/06	Reches Patents

### Trademarks:

<u>Mark</u>	<u>File /Country</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Status</u>
WIZER	USA	2.8.2016	87123761	LIVE
GETWIZER	USA	3.8.2016	87125285	LIVE

### Copyrights:

Registered Copyrights: [N/A]

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

Unregistered Copyrights:



**Domain Names:**