

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZERTO LTD.		11/12/2019	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: 12			
Property Type	Number	Word Mark	
Registration Number:	4873184	ZERTO	
Registration Number:	5661697	ZERTO	
Registration Number:	4873186	ZERTØ	
Registration Number:	5661699	ZERTØ	
Registration Number:	4873185	ZERTØ	
Registration Number:	5661698	ZERTØ	
Registration Number:	5661902	ZERTO CLOUD CONTINUITY PLATFORM	
Serial Number:	87388483	MY OTHER DATA CENTER IS A CLOUD	
Serial Number:	86983963	ZERTO VIRTUAL REPLICATION	
Serial Number:	86545228	ZERTO VIRTUAL REPLICATION	
Serial Number:	87806633	IT RESILIENCE PLATFORM	
Serial Number:	87117611	RESILIENCE FOR EVOLVING IT	
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		

OP \$315.00 4873184

TRADEMARK

Address Line 4:	JERUSALEM, ISRAEL
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/AARON LEWIN/
DATE SIGNED:	11/19/2019
Total Attachments: 7 source=Zerto - US IP Security Agreement - Executed Copy 121119#page1.tif source=Zerto - US IP Security Agreement - Executed Copy 121119#page2.tif source=Zerto - US IP Security Agreement - Executed Copy 121119#page3.tif source=Zerto - US IP Security Agreement - Executed Copy 121119#page4.tif source=Zerto - US IP Security Agreement - Executed Copy 121119#page5.tif source=Zerto - US IP Security Agreement - Executed Copy 121119#page6.tif source=Zerto - US IP Security Agreement - Executed Copy 121119#page7.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated November 12, 2019, is made by and between (i) Zerto Ltd., a corporation organized under the laws of the State of Israel, with registered offices at 10 Abba Even Boulevard, Herzliya 4672528, Israel (the “**Grantor**”); (ii) Kreos Capital VI (Expert Fund) LP (“**Kreos**”), a limited partnership incorporated in Jersey under registered number 2770 whose registered office is at 47 Esplanade, St Helier, Jersey (the “**Lender**”).

WHEREAS, Lender and the Grantor, have entered into that certain Agreement for the provision of a loan facility dated November 12, 2019 (the “**Loan Agreement**”), to which a Debenture – Floating Charge (the “**Debenture – Floating Charge**”) and a Debenture – Fixed Charge (the “**Debenture – Fixed Charge**”, and together with the Debenture – Floating Charge, the “**Charge Agreements**”), in each case executed by the Grantor and 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 (not included in the Debenture – Fixed Charge) of the Grantor to 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 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 from and after the Effective Date until the end of the Security Period (as both terms are defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Charge Agreements, the Grantor hereby grants to 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, 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 by the Grantor from and after the Effective Date until the end of the Security Period (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.9 of the Loan Agreement upon the application for, or acquisition of, any new Patents, Trademarks or Copyrights registered in the United States by the Grantor, 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 Lender under this IP Security Agreement secures performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to 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 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. 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, 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. The Lender may assign or transfer its rights and obligations under this IP Security Agreement pursuant to the terms of assignment set forth in Sections 16.4 and 16.5 of the Loan Agreement.

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, provided, however, that Lender shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. The security interest granted hereunder to Lender shall be released and discharged upon satisfaction in full of the Secured Obligations, following which Lender shall execute all documents reasonably necessary to remove the security interest granted by the Grantor hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor and Kreos 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.

ZERTO LTD.

By: _____ *Roy Golding*

Name: *Roy Golding*

Title: *CEO*

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

IN WITNESS WHEREOF, the Grantor and Kreos 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.

ZERTO LTD.

By: _____

Name: _____

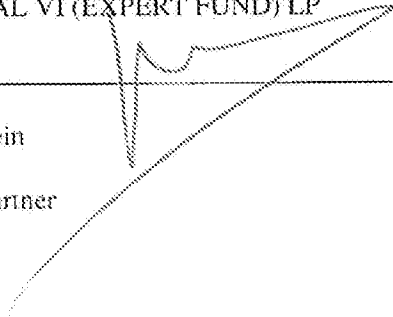
Title: _____

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

A handwritten signature in black ink, appearing to be 'Raoul Stein', is written over the signature line for Kreos Capital VI. The signature is slanted upwards from left to right.

SCHEDULE A

Collateral



Zerto LTD - US
Patent Schedule 301





Zerto LTD - US
Trademark Schedule

UNITED STATES

COUNTRY	APPLICATION NO.	REGISTRATION NO.
United States	14/718,118	9,892,005
United States	14/691,584	9,396,004
United States	14/813,169	9,817,729
United States	15/798,443	10,157,109
United States	14/810,538	9,268,648
United States	14/728,639	9,256,498
United States	15/197,812	9,690,886
United States	15/413,426	
United States	13/039,446	
United States	13/175,892	
United States	13/175,898	9,710,294
United States	13/175,909	8,843,446
United States	13/367,448	9,442,748
United States	13/367,451	8,832,037
United States	13/367,456	9,389,892
United States	14/306,883	8,868,513
United States	14/478,518	9,251,009
United States	14/478,548	8,959,059
United States	14/585,576	9,176,827
United States	14/687,341	9,489,272
United States	14/831,623	
United States	14/977,972	9,372,634
United States	15/175,864	9,785,513
United States	15/194,097	
United States	15/231,388	
United States	15/240,847	
United States	15/289,568	
United States	15/691,635	10,204,015
United States	16/269,542	

UNITED STATES

COUNTRY	MARK	SERIAL NO. / REGISTRATION NO.
US	ZERTO [WORD]	4873184
US	ZERTO [WORD]	5661697
US	Zerto	4873186
US	Zerto	5661699
US		4873185
US		5661698
US	ZERTO CLOUD CONTINUITY PLATFORM	5661902
US	MY OTHER DATA CENTER IS A CLOUD	87388483
US	ZERTO VIRTUAL REPLICATION	86983963
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