

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Intellectual Property Unlimited Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StartApp Inc.		11/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mizrahi Tefahot Bank, Ltd.		
Street Address:	7 Jabotinsky St.		
City:	Ramat Gan		
State/Country:	ISRAEL		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5650612	SCRYBE	
Registration Number:	4690631	STARTAPP	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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>			
Phone:	312-372-2000		
Email:	ipdocketmwe@mwe.com, wzeserman@mwe.com, zbeal@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Warren L. Zeserman		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	109108-0012		
NAME OF SUBMITTER:	Warren L Zeserman		
SIGNATURE:	/wlz/		
DATE SIGNED:	11/26/2019		
Total Attachments: 5			
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U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated November 26, 2019, is made by and between (i) StartApp Inc., a Delaware Corporation, from 584 Broadway St. Suite 1206, N.Y, USA (“**Grantor**”), and (ii) Mizrahi Tefahot Bank, Ltd., a company incorporated in Israel under registered number 520000522 whose registered office is at 7 Jabotinsky St., Ramat Gan, Israel (“**Lender**”, which expression shall include their respective successors and assigns).

WHEREAS, StartApp Mobile Technologies Ltd., a wholly-owned subsidiary of Grantor (the “**Subsidiary**”) has, or may have, obtained in the past, pursuant to previous agreements and transactions with the Lender, and may obtain, in the future, additional credit lines, loans, banking facilities, credit and other miscellaneous banking services from the Lender (such services, “**Banking Services**”);

WHEREAS, in order to induce the Lender to provide the Banking Services to the Subsidiary, and in consideration of the Lender’s agreement to extend such Banking Services to the Subsidiary, Grantor entered into that certain Continuing Guarantee in an Unlimited Amount to Secure All Debts, dated November 26, 2019 (the “**Guarantee Agreement**”) guaranteeing all of the Subsidiary’s debts and liabilities to the Lender of any kind whatsoever, whether in Israeli currency, in United States Dollars, or in any other currency whatsoever;

WHEREAS, on November 26, 2019, Grantor and Lender entered into that certain Unlimited Security Agreement (the “**Unlimited Security Agreement**”) pursuant to which the undertakings and obligations of Grantor were set forth therein;

WHEREAS, under the terms of the Unlimited Security Agreement, Grantor has agreed, among other things, to grant a first priority lien on, and security interest in, the intellectual property of Grantor to Lender, and the Grantor agrees to execute this IP Security Agreement for recording such pledge 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 parties agree as follows:

Section 1. Grant of Security. Grantor hereby grants to Lender an unlimited security interest in and to all right, title and interest to any and all intellectual property owned or that shall be owned by the Grantor, or to which it is or shall be entitled or that it possesses or shall possess any proprietary or other rights thereto, by virtue of any law, agreement or any other source whatsoever, including, without limitation, all intellectual property listed in Schedule A hereto, including but not limited to all information or materials in any shape or form, relating to research, development, specifications, formulas, algorithms, prototypes, computer programs, records, data, designs, concepts, ideas, methods, techniques, processes, samples, trade secrets, analyses, materials, patents, pending patent applications, registered trademarks, pending trademark applications, and applications for registration, other data and information, as well as any improvements and derivatives thereof; and any and all proceeds of the foregoing and all accessions to, substitutions, and replacements for, and rents, profits, and products of the foregoing (the “**Collateral**”). Schedule A shall be updated 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 promptly file amendments to Schedule A to that effect.

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Section 2. Security for Obligations. The grant of an unlimited security interest in the Collateral by Grantor to Lender under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor to Lender, now or hereafter existing under or in respect of the Unlimited Security Agreement, the Guarantee Agreement, or under any other future financing arrangement between the Grantor and the Lender (the "**Secured Obligations**").

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and/or the Register of Copyrights, record this IP Security Agreement. Grantor hereby further undertakes to file the appropriate request to the Commissioner of Patents and Trademarks, in order to record this IP Security Agreement, within 21 days following the execution of this IP Security Agreement.

Section 4. Right to Request Information. Lender shall have the right to request, once every six (6) calendar months, and 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 Unlimited Security Agreement and the Guarantee Agreement. The parties 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 and the terms related to its grant are more fully set forth in the Unlimited Security Agreement and the Guarantee Agreement and in the event of any contradiction between this IP Security Agreement and the Unlimited Security Agreement and the Guarantee Agreement, the provisions of the Unlimited Security Agreement and the Guarantee Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This IP Security 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 IP Security 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. This Section 6 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to the Collateral in any other courts with jurisdiction.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Lender shall terminate and be of no force with respect to the Lender upon satisfaction in full of all of the Secured Obligations of 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 necessary to remove the security interest granted to the Lender by Grantor hereunder and take any action necessary to remove the security interest granted by 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, 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.

STARTAPP, INC.

By: *[Signature]*

Name: *Carl Dudikow*

Title: *CEO*

MIZRAHI TEFAHOT BANK, LTD.

By: *[Signature]*

Name: *Dani Maor*

Dani Maor
Hi-Tech Dept. Manager

Title: *[Signature]*

SCHEDULE A

Patents:

Patent Applications:

US Provisional Patent Application No. 62/794,917 entitled "Digital Wallet for Crypto-Currency" filed with the USPTO on January 21, 2019, licensed to Blokapi Ltd., under MOU dated May 1, 2019.

Trademarks:

Issued Trademarks:

Owner	Country	Mark	Class	Reg./App. No.	Status
STARTAPP Inc.	Israel	STARTAPP	9 & 42	257467	Registered
STARTAPP Inc.	Israel	SCRYBE	9	298771	Registered
STARTAPP Inc.	US	SCRYBE	9	5650612	Registered
STARTAPP Inc.	EU	SCRYBE	9	017294935	Registered
STARTAPP Inc.	Israel	KIBO MOBI	9	271933	Registered
STARTAPP Inc.	International Registration, designated in CN+EU+JP+RU+SG+US	KIBO MOBI	9	IR 1252622	Registered in all designated countries

Domain Names:

- ad-exchange.mobi
- ad-market.mobi
- ad-market.org
- androidmonetization.com
- apperhand.com
- bottomapp.com
- casuapps.com
- freeappsoftheday.com
- getscrybe.com
- hosts-app.com
- joinstartapp.com
- kbrd.io
- kbrd.mobi
- liveapps.tv
- mobileadexchange.net
- mobileappsmarket.com
- mobilebc.co
- mobilebc.io
- mobilebc.network
- mobilec.io
- mobilecha.in
- mobilechain.co
- mobilechain.network
- mobilechain.xyz
- mobilechains.com
- mobilechains.network
- msg.guru
- MYSEARCH-ONLINE.COM
- POSTCALL.ME
- QUICK-SEARCH.MOBI
- scriber.xyz
- scrybe.mobi
- scrybeapp.com
- SEARCH-RESULTS.MOBI
- SEARCHMOBILEONLINE.COM
- SEARCHMOBILEONLINE.MOBI
- SEARCHWEBMOBILE.COM
- SEARCHWEBMOBILE.MOBI
- SMARTILITIES.COM
- sodaplatform.io

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- stapp.me
- stapp.mobi
- stapp.site
- stapp.store
- START-APP.COM
- STARTAPP.ASIA
- STARTAPP.CO.UK
- STARTAPP.COM
- STARTAPP.COM.ES
- STARTAPP.COM.TW
- startapp.dev
- startapp.social
- startapp.tips
- STARTAPP.TV
- STARTAPP.TW
- STARTAPP.US
- STARTAPPCLICKS.COM
- startappdata.com

- STARTAPPELB.COM
- STARTAPPEXCHANGE.COM
- STARTAPPINSTALLS.COM
- startappk8s.com
- STARTAPPMARKET.COM
- startappmarketplace.com
- STARTAPPNETWORK.COM
- STARTAPPSERVICE.COM
- startappsocial.com
- startappsoda.com
- STARTAPPSTORE.COM
- STARTERAPP.MOBI
- stdata.app
- stdata.io
- TRACKIMPRESSION.COM
- xn--mobilechan-5ub.network
- xn--moblechan-xpbf.network

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