

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upright Technologies Ltd.		02/19/2020	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88098668	UPRIGHT GO 2	
Serial Number:	88265112	UPTIME	
Serial Number:	87944764	UPRIGHT DASHBOARD	
Serial Number:	87944756	UPRIGHT DESKTOP	
Serial Number:	87546116	UPSCORE	
Serial Number:	87435699	UPRIGHT PRO	
Serial Number:	87435693	UPRIGHT GO	
Serial Number:	86646720	UPRIGHT	
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>			
Phone:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		

CH \$215.00 88098668

DATE SIGNED:	02/20/2020
---------------------	------------

Total Attachments: 9

- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page1.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page2.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page3.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page4.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page5.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page6.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page7.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page8.tif
- source=SVB-Upright Technologies Ltd.-IPSA (2-20)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 19, 2020 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 **UPRIGHT TECHNOLOGIES LTD**, a company organized under the laws of the State of Israel, with its principal place of business located at 23 Shoken St., Tel Aviv, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **UPRIGHT TECHNOLOGIES, 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.

B. Pursuant to the terms of the Loan Agreement and the 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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 Exhibit C 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 Exhibit D 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. Recordation. 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the 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 are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. 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. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

UPRIGHT TECHNOLOGIES LTD

By: _____
Name: Hagui Goli
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

UPRIGHT TECHNOLOGIES LTD

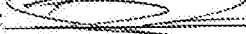
By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Jean-Lucien Pelissier

Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B
Patents

Patent Ref. No.	Title	Country	Status	Filed Date	Application No.	Grant Date	Grant No.	Exp. Date	Inventors	Owner
179753-010200/US	WEARABLE DEVICE	USA	Granted	3/28/2018	29/642,212	7/2/2019	D852,656	7/2/2034	Ran KAZES, Oded COHEN	Upright Technologies Ltd.
Patent Ref. No.	Title	Country	Status	Filed Date	Application No.	Grant Date	Grant No.	Exp. Date	Inventors	Owner
179753-010300/PRO	POSTURE DETECTION DEVICE	USA	Expired	2/18/2013	61/765,823		2/18/2014		Nir LILACH, Eliahu ELIACHAR, Oded COHEN	Upright Technologies, LTD
179753-010301/PCT	POSTURE DETECTION DEVICE	PCT	Expired	2/17/2014	PCT/IB14/59041		10/18/2015		Nir LILACH, Eliahu ELIACHAR, Oded COHEN	Upright Technologies, LTD
179753-010302/US	POSTURE DETECTION DEVICE	USA	Published	2/17/2014	14/766,614				Nir LILACH, Eliahu ELIACHAR, Oded COHEN	Upright Technologies Ltd.
179753-010400/PRO	BODY MOVEMENT FEEDBACK SYSTEM AND METHOD	USA	Expired	8/6/2015	62/201,914		8/6/2016		Oded COHEN, Oti FRUHAUF, Liran RELLER, Nir PORAT, Lauren FINKELSTEIN	Upright Technologies, LTD
179753-010401/PCT	BODY MOVEMENT FEEDBACK SYSTEM AND METHOD	PCT	Expired	8/3/2016	PCT/IL16/50847		4/6/2018		Oded COHEN, Oti FRUHAUF, Liran RELLER, Nir PORAT, Lauren FINKELSTEIN	Upright Technologies, LTD
179753-010402/PCT/US	BODY MOVEMENT FEEDBACK SYSTEM AND METHOD	USA	Published	8/3/2016	15/749,335				Oded COHEN, Oti FRUHAUF, Liran RELLER, Nir PORAT, Lauren FINKELSTEIN	Upright Technologies, LTD
179753-010500/PRO	BODY MONITORING AND TRAINING DEVICE	USA	Expired	8/18/2016	62/376,467		8/18/2017		Oded COHEN, Liran RELLER, Nir PORAT	Upright Technologies, LTD
179753-010501/PCT	BODY MONITORING AND TRAINING DEVICE	PCT	Expired	8/6/2017	PCT/IL17/50864		4/18/2019		Oded COHEN, Liran RELLER, Nir PORAT	Upright Technologies, LTD
179753-010502/PCT/US	BODY MONITORING AND TRAINING DEVICE	USA	Published	8/6/2017	16/326,666				Oded COHEN, Liran RELLER, Nir PORAT	Upright Technologies, LTD
179753-010700/US/DES	WEARABLE DEVICE	USA	Application	6/5/2019	29/693,861				Ran KAZES, Oded COHEN, Liran DORON	Upright Technologies, LTD
179753-010701/EM/DES	WEARABLE DEVICE	EU	Application	11/18/2019	007257621				Ran KAZES, Oded COHEN, Liran DORON	Upright Technologies, LTD
179753-010702/CN/DES	WEARABLE DEVICE	China	Application	12/3/2019	201930671549.7				Ran KAZES, Oded COHEN, Liran DORON	Upright Technologies, LTD

EXHIBIT C

Trademarks

Matters

IP Office	Intellectual Element	Application #	Registration #	Registration Date/Issue Date	Status	Class #
United States (USPTO)	UPTIME	88265112			1 st extension request granted	9, 28
United States (USPTO)	UPRIGHT DESKTOP	87944756			2 nd extension request granted	9
United States (USPTO)	UPRIGHT DASHBOARD	87944764			2 nd extension request granted	9
United States (USPTO)	UPSCORE	87546116			4 th extension request granted	9
United States (USPTO)	UPRIGHT	86646720	5317522	10/24/2017	Registered - Principal Register	9, 28
United States (USPTO)	UPRIGHT GO	87435693	5382569	01/16/2018	Registered - Principal Register	9, 28
United States (USPTO)	UPRIGHT PRO	87435699	5382570	01/16/2018	Registered - Principal Register	9, 28
United States (USPTO)	UPRIGHT GO 2	88098668	5892690	10/22/2019	Registered - Principal Register	28
United Kingdom (UKIPO)	UPRIGHT		3414956	18/07/2019	Registered	9, 28
European Union (EUIPO)	UPRIGHT GO	18098104	18098104		Registered	9, 28
European Union (EUIPO)	UpTime	18095841	18095841	04/12/2019	Registered	9, 28
Australia	UpTime	2023468			Status update requested	28
Australia	UPRIGHT	2023691			Status update requested	9, 28
Australia	UPRIGHT GO	2023692			Status update requested	9, 28
China (PRC)	UPTIME	40772001			Pending	9
China (PRC)	UPTIME	40757958			Pending	28
China (PRC)	UPRIGHT	40763326			Pending	9
China (PRC)	UPRIGHT	40781507			Pending	28
China (PRC)	UPRIGHT GO	40763341			Pending	9
China (PRC)	UPRIGHT GO	40781498			Pending	28

Dates

Due Date	End of Grace Period	IP Office	Title/Literat Element	Application #	Registration #	Reg. /Issue Date	Allowance Date	Status	Class #
07/17/2019		USPTO	UPTIME	88265112			08/13/2019	(1)	9, 28
07/17/2019		USPTO	UPTIME	88265112			08/13/2019	(1)	9, 28
07/15/2020		USPTO	UPRIGHT DESKTOP	87944756			01/15/2019	(2)	9
07/15/2020		USPTO	UPRIGHT DASHBOARD	87944764			01/15/2019	(2)	9
07/15/2020		USPTO	UPRIGHT DESKTOP	87944756			01/15/2019	(2)	9
07/15/2020		USPTO	UPRIGHT DASHBOARD	87944764			01/15/2019	(2)	9
08/13/2020		USPTO	UPSCORE	87546116			02/13/2018	(3)	9
08/13/2020		USPTO	UPTIME	88265112			08/13/2019	(1)	9, 28
08/13/2020		USPTO	UPSCORE	87546116			02/13/2018	(3)	9
08/13/2020		USPTO	UPTIME	88265112			08/13/2019	(1)	9, 28
10/24/2023	4/24/2024	USPTO	UPRIGHT	86646720	5317522	10/24/2017	07/18/2017	(4)	9, 28
10/24/2023		USPTO	UPRIGHT	86646720	5317522	10/24/2017	07/18/2017	(4)	9, 28
01/16/2024	7/16/2024	USPTO	UPRIGHT GO	87435693	5382569	01/16/2018	11/14/2017	(4)	9, 28
01/16/2024	7/16/2024	USPTO	UPRIGHT PRO	87435699	5382570	01/16/2018	11/14/2017	(4)	9, 28
01/16/2024		USPTO	UPRIGHT GO	87435693	5382569	01/16/2018	11/14/2017	(4)	9, 28
01/16/2024		USPTO	UPRIGHT PRO	87435699	5382570	01/16/2018	11/14/2017	(4)	9, 28
10/22/2025	4/22/2026	USPTO	UPRIGHT GO 2	88098668	5892690	10/22/2019	01/01/2019	(4)	28
10/22/2025		USPTO	UPRIGHT GO 2	88098668	5892690	10/22/2019	01/01/2019	(4)	28

- (1) 1st extension request granted
- (2) 2nd extension request granted
- (3) 4th extension request granted
- (4) Registered - Principal Register

EXHIBIT D

Mask Works

None.