

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kreos Capital V (Expert Fund) L.P.		02/02/2017	Corporation: JERSEY
RECEIVING PARTY DATA			
Name:	Magisto Ltd.		
Street Address:	3 Hamazmera		
City:	Ness Tziona		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4276781	MAGISTO	
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:	+97236087864		
Email:	joshha@arnon.co.il		
Correspondent Name:	Josh Hauser		
Address Line 1:	5 Azrieli Center		
Address Line 4:	Tel Aviv, ISRAEL 6702501		
NAME OF SUBMITTER:	Josh Hauser		
SIGNATURE:	/Josh Hauser/		
DATE SIGNED:	03/05/2020		
Total Attachments: 3			
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PAYOFF LETTER

May [], 2019

MAGISTO Ltd.
3 Hamazmera Street
Ness Tziona
7404703, Israel

Re: Pay-Off Letter

Dear Madam/Sir:

Reference is hereby made to that certain Agreement for the Provision of a Loan Facility of up to US\$2,500,000 by and between **Kreos Capital V (Expert Fund) LP** ("**Kreos**" or "**Lender**") and **MAGISTO LTD.** (the "**Company**"), dated as of November 21, 2016 (the "**Loan Agreement**");

The Loan Agreement together with any other documents, instruments and agreements executed in connection therewith, including any collateral security documents shall be referred to as the "**Loan Documents**".

Capitalized terms not defined herein have the meaning given to them in the Loan Agreement.

Borrower has advised Kreos that it intends to repay all indebtedness, liabilities and obligations due and owing to Kreos under the Loan Documents and has requested that Kreos provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Kreos under the Loan Documents (such amounts, collectively, the "**Obligations**").

The total pay-off amount owed by Borrower as of the Closing of the APA (the "**Computation Date**") under the Loan Agreement is US\$ 388,882.7 (the "**Pay-Off Amount**"). From and after the Computation Date, to the extent the Pay-Off Amount is not yet paid, interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Documents.

The Pay-Off Amount should be paid to Kreos net of commissions and any additional costs, by wire transfer, as follows:

Name of Bank: []
IBAN: []
Account Name: Kreos Capital V (Expert Fund) LP
SWIFT: []

Effective immediately upon Kreos' receipt of payment in full in cash of the Pay-Off Amount (the date of Kreos' receipt of the Pay-Off Amount being, the "**Pay-Off Date**"), (i) all outstanding indebtedness, liabilities and obligations of Borrower under the Loan Agreement shall be paid and discharged in full; (ii) the Loan Documents and all notes, instruments and other agreements entered into in connection therewith are hereby terminated (except with respect to such provisions that expressly survive the termination of such agreement); and (iii) all liens, security interests and encumbrances which Kreos may have on any assets and property of Borrower pursuant to any other document entered into in connection therewith, shall terminate and be fully satisfied and released.

Subject to the full payment of the Pay-Off Amount, Kreos authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to file termination statements, intellectual property releases and other instruments and documents evidencing the consummation of the payoff contemplated hereby and the aforementioned termination and release of all liens, security interests and encumbrances on any assets and property of the Borrower; and agrees to procure, deliver or execute and deliver to the Borrower, from time to time, all further releases, termination statements, certificates, instruments and documents reasonably requested by the Borrower (including, without limitation, any filings required under the Uniform Commercial Code or with the United States Patent and Trademark Office or with the Israeli Registrar of Companies (the "**Israeli Registrar**") or any similar authority in any jurisdiction) and take any other actions, as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including attorneys' fees and expenses).

Upon receipt of the Pay-off Amount, Kreos shall execute and provide the Borrower with a letter addressed to the Israeli Registrar notifying the Israeli Registrar of the cancellation, effective as of the Payoff Date, of the charge registered against the Company in the name of Kreos and requesting the Israeli Registrar to remove the charge from the Companies Registry, in the form attached hereto as **Annex 1**.

In the event that the Pay-Off Amount is not received by Kreos by August 11, 2019, this Pay-Off Letter shall become null and void.

This Letter (a) shall be governed by and construed in accordance with the laws of the State of Israel, and (b) may be executed in multiple counterparts and by facsimile or electronic mail signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature page follows]

This letter agreement shall become effective when signed by the Lender and accepted by Borrower in the space provided below.

Very truly yours,

KREOS CAPITAL V (EXPERT FUND) LP

By: 

Name: _____

Title: _____

Accepted and Agreed:

MAGISTO LTD.

By: _____

Name: _____

Title: _____