

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591335

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900552986		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		05/25/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Octarine Labs, Inc.		
<b>Street Address:</b>	333 W. El Camino Real, Suite 370		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94087		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5814752	OCTARINE	
<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>Phone:</b>	512-647-1927		
<b>Email:</b>	TM@Shearman.com		
<b>Correspondent Name:</b>	Clarissa Marischen		
<b>Address Line 1:</b>	111 Congress Avenue, Suite 1700		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	37433/10		
<b>NAME OF SUBMITTER:</b>	Clarissa Marischen		
<b>SIGNATURE:</b>	/clarissa marischen/		
<b>DATE SIGNED:</b>	08/11/2020		
<b>Total Attachments: 4</b>			
source=20200526 SVB-Octarine Termination Letter Executed#page1.tif			
source=20200526 SVB-Octarine Termination Letter Executed#page2.tif			
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May 25th, 2020

Octarine Labs Ltd.  
Octarine Labs, Inc.  
63 Bilu St. Hertzliya, 4642245, Israel  
Attn: Shemer Schwarz

Re: Termination Letter

Dear Mr. Shemer Schwarz,

We refer to the Loan and Security Agreement dated as of August 22, 2019 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Octarine Labs, Inc., a Delaware corporation, and Octarine Labs Ltd., a company organized under the laws of Israel ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that Borrower (a) would like to terminate the Loan Agreement, and (b) has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

As of the effective date of **May 26, 2020**, Bank confirms to Borrower that no amounts are due and/or owing by Borrower to Bank under the Loan Documents (as defined below) for any principal, interest, or other amounts (such amounts, collectively, the "Obligations").

Effective immediately upon the execution of this letter by Bank and Borrower (the "Effective Date"), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be deemed paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Notwithstanding the terms and conditions stated in this letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Effective Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

Borrower has granted to Bank a security interest in deposit accounts number 3302985912 held, maintained, or managed through Bank (which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from such account or

otherwise dispose of the funds therein, and (b) place any liens on such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance related to such Bank Services Obligations. Notwithstanding anything to the contrary in this letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released and will remain in full force and effect on and after the Effective Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. The Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon cancellation or termination of the Bank Services Agreements.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Effective Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore other than in the Cash Collateral. Except with respect to any Bank Services Agreement and the Cash Collateral, within three (3) business days following the Effective Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Effective Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents 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 all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

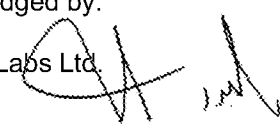
Very truly yours,

SILICON VALLEY BANK

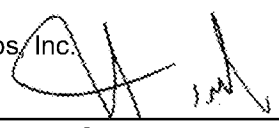
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by:

Octarine Labs Ltd.

By:   
Name: Shemer Schwarz  
Title: CEO

Octarine Labs, Inc.

By:   
Name: Shemer Schwarz  
Title: CEO

Very truly yours  
SILICON VALLEY BANK

By: [Signature]  
Name: Jim Wang  
Title: ASSISTANT GC

Acknowledged by:

Octarine Labs Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Octarine Labs, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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SVB ACCOUNT OFFICER - RETURN EXECUTED LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED \_\_\_\_\_

SVB Confidential

Exhibit A

Bank Services Agreements

- 1) Business Credit Card issued by SVB