

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Namogoo Technologies Ltd.		06/16/2021	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: 5			
Property Type	Number	Word Mark	
Registration Number:	4993006	CYBERKNIGHT	
Registration Number:	4993007	DIGITALKNIGHT	
Registration Number:	5484264	INTELLIGENT INCENTIVE PLATFORM	
Registration Number:	4859411	NAMOGOO	
Registration Number:	4991405	PERSONALI	
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		
DATE SIGNED:	06/17/2021		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of June 16, 2021 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 **NAMOGOO TECHNOLOGIES LTD**, a company organized under the laws of the State of Israel, with its principal place of business at Ha-Sadna'ot St 8, Hertsliya, Israel (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor and **NAMOGOO TECHNOLOGIES INC.**, a Delaware corporation (“US Borrower”) and **NAMOGOO TECHNOLOGIES LIMITED**, a company incorporated under the laws of England & Wales (“UK Borrower”) (Grantor and US Borrower and UK Borrower, are hereinafter jointly and severally, individually and collectively, referred to as “Borrower”) 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.

Provided, however, that such Collateral shall not include: (a) any “intent-to-use” Trademarks or applications therefor prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Sections 1(c) or 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.) or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

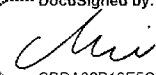
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

NAMOGOO TECHNOLOGIES LTD

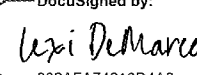
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By: Chemi Katz _____

Title: CEO _____

BANK:

SILICON VALLEY BANK

DocuSigned by:

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By: Lexi DeMarco _____

Title: VP _____

[Signature Page – Intellectual Property Security Agreement – NAMOGOO TECHNOLOGIES, INC.]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date
US	DETECTING AND REMOVING INJECTED ELEMENTS FROM CONTENT INTERFACES	15/382,903	12/19/2016	10,554,682	2/4/2020
EP	DETECTING AND REMOVING INJECTED ELEMENTS FROM CONTENT INTERFACES	15828312.7	7/31/2015	3195171	11/6/2019
GB	DETECTING AND REMOVING INJECTED ELEMENTS FROM CONTENT INTERFACES	15828312.7	7/31/2015	3195171	11/6/2019
DE	DETECTING AND REMOVING INJECTED ELEMENTS FROM CONTENT INTERFACES	15828312.7	7/31/2015	3195171	11/6/2019
US	METHOD AND SYSTEM FOR EFFECTUATING AN ELECTRONIC PURCHASE TRANSACTION BETWEEN A CONSUMER DEVICE AND A MERCHANT	14/870,620	9/30/2015	10,217,149	2/26/2019
US	SYSTEM AND METHOD FOR INDUCING USER ACTIVITY VIA ENHANCED WEB CONTENT	15/621,644	6/13/2017	10,762,149	9/1/2020
WO	ADAPTIVE CODE BASED ON RESOURCE AVAILABILITY	PCT/IB20/00522	6/24/2020		
WO	DETECTING A RELATIONSHIP BETWEEN WEB SERVICES RUNNING ON WEB APPLICATIONS	PCT/IB20/00501	6/24/2020		
WO	DATA RESTORATION USING DYNAMIC TABLE ALTERING	PCT/IL20/50789	7/14/2020		

EXHIBIT C

Trademarks

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
CYBERKNIGHT	United States of America	Registered	86/817,873	12-Nov-2015	4,993,006	05-Jul-2016
DIGITALKNIGHT	United States of America	Registered	86/817,875	12-Nov-2015	4,993,007	05-Jul-2016
INTELLIGENT INCENTIVE PLATFORM	United States of America	Registered	87/555,098	03-Aug-2017	5,484,264	05-Jun-2018
NAMOGOO	United States of America	Registered	86/605,744	22-Apr-2015	4,859,411	24-Nov-2015
PERSONALI	United States of America	Registered	86/641,930	27-May-2015	4,991,405	05-Jul-2016

EXHIBIT D

Mask Works

None.