

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovopro Ltd.		06/07/2021	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: 1			
Property Type	Number	Word Mark	
Registration Number:	5587949	CP-PRO 70	
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:	06/21/2021		
Total Attachments: 11			
source=D.10_-_Innovopro_-_IPSA_(ISR)#page1.tif			
source=D.10_-_Innovopro_-_IPSA_(ISR)#page2.tif			
source=D.10_-_Innovopro_-_IPSA_(ISR)#page3.tif			
source=D.10_-_Innovopro_-_IPSA_(ISR)#page4.tif			
source=D.10_-_Innovopro_-_IPSA_(ISR)#page5.tif			

CH \$40.00 5587949

source=D.10_-_Innovopro_-_IPSA_(ISR)#page6.tif
source=D.10_-_Innovopro_-_IPSA_(ISR)#page7.tif
source=D.10_-_Innovopro_-_IPSA_(ISR)#page8.tif
source=D.10_-_Innovopro_-_IPSA_(ISR)#page9.tif
source=D.10_-_Innovopro_-_IPSA_(ISR)#page10.tif
source=D.10_-_Innovopro_-_IPSA_(ISR)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 7, 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 **INNOVOPRO LTD**, a company organized under the laws of the State of Israel, with its principal place of business located at at 4 Hashizaf Street, Ra'anana 4366411, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor") (Grantor may hereinafter 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. Authorization. Grantor hereby authorizes the 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.

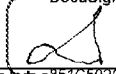
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

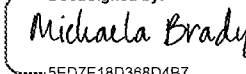
INNOVOPO LTD

DocuSigned by:


By: _____
Name: Taly Nechushtan
Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:


By: _____
Name: Michaela Brady
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

-STATUS REPORT- 01/06/2021

1. Patent

CHICKPEA PROTEIN PRODUCTS AND METHODS OF MAKING THEREOF-(Client Case:Innovo-2 PCT) - (080939)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date	Next Renewal	Status/Next action
USA (Prov)	62/440,409	2651903	30/12/2016				Term Ended (not in our care)
PCT	PCT/IB2017/001715	2651931	28/12/2017	WO 2018/122607	05/07/2018		National Phase entered
Australia	2017385959	2724920	28/12/2017			28/12/2021	Application filed; Deadline for requesting examination: December 28, 2022
Canada	3,087,120	2724934	28/12/2017			28/12/2021	Application filed; Deadline for requesting examination: December 28, 2022
China	201780098238.4	2724944	28/12/2017	CN111712137A	25/09/2020		Pending
Europe	17885735.5	2724958	28/12/2017	3731652	04/11/2020	31/12/2021	Pending
India	202027027292	2724963	28/12/2017				Pending
Israel	275251	2724970	28/12/2017				Pending
USA (NP)	16/958,445	2724987	28/12/2017	US 2021/0051975 A1	25/02/2021		Pending
Japan	2020-554953	2732065	28/12/2017	2021-506346	22/02/2021		Pending

2. Patent

INNOVOPRO LTD. CHICKPEA PREPARATION AND USES THEREOF-(Client Case:Innovo-1 US)-(080940)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date	Next Renewal	Status/Next action
USA (Prov)	61/302,136	2652005	07/02/2010				Term Ended (not in our care)
PCT	PCT/IL2011/000129	2652028	06/02/2011	WO 2011/095975	11/08/2011		National Phase entered (not in our care)
USA (NP)	13/577,566	2652058	06/02/2011	US 2013-0196028 A1	01/08/2013		Pending

Please note that this report is for internal use only and may not be relied on.

026336651513-01

 Reinhold Cohn
 Group

 26A Habkorel St, Tel Aviv 6971037, Israel
 P.O.B 13239, Tel Aviv 013102, Israel

 Telephone: +972-3-7109333
 Fax: +972-3-5606405

 info@rcgp.co.il
 rcgp.co.il

-STATUS REPORT-01/06/2021

3. Patent

INNOVOPRO LTD.

Chickpea Protein Concentrate For Use In Delivery Of Lipophilic Material-(081125)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date	Next Renewal	Status/Next action
Israel	279501	2768202	16/12/2020				Pending

4. Patent

INNOVOPRO LTD.

LEGUME-DERIVED FRACTIONS AND USES THEREOF-(Client Case:Innovo-4 IL)-(081318)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date	Next Renewal	Status/Next action
Israel	277654	2717790	29/09/2020				Pending Accelerated Examination route

5. Patent

INNOVOPRO LTD.

hybrid proteins and process for their preparation-(081799)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date	Next Renewal	Status/Next action
Israel		2778022					Pre-filed

02633665\513-01

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

List of Trademarks

[1] INNOVOPRO [Logo] (extract attached)

- * Registration Number: 285835
- * Date of registration: 1.1.2018
- * Expiration date: 14.11.2026
- * Classification: 29, 30, 32



- Innovopro
Trademark 285835 -

[2] Proteim [Logo] (extract attached)

- * Registration Number: 290381
- * Date of registration: 1.8.2018
- * Expiration date: 14.11.2026
- * Classification: 29, 30, 32



- Innovopro
Trademark 290381 -

[3] CP-PRO 70 (extract attached)

- * Registration Number: 5587949
- * Date of registration: 16.10.2018



-Innovopro Ltd
Trademark Search (U

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None