

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutrits Ltd.		06/29/2021	Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	BANK LEUMI LE-ISRAEL B.M.		
Street Address:	15 Hamenofim street		
Internal Address:	LeumiTech Business Center		
City:	Herzelia		
State/Country:	ISRAEL		
Postal Code:	4612002		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5311794	NANOBEBE	
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:	5672060480		
Email:	trademarks@ems-legal.com		
Correspondent Name:	Eitan Mehulal Sadot		
Address Line 1:	6480 Calverton Drive, Unit 202		
Address Line 4:	Frederick, MARYLAND 20874		
ATTORNEY DOCKET NUMBER:	972626-12-02		
NAME OF SUBMITTER:	Michelle Rosenberg		
SIGNATURE:	/mw/		
DATE SIGNED:	07/12/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement") dated June 24, 2021, is made by Nutrits Ltd. (the "Grantor" or the "Company") in favor of Bank Leumi le-Israel B.M. (the "Secured Party" and together with the Grantor, the "Parties")

WHEREAS, the Parties have entered into a Loan and Security Agreement dated on or about the date hereof, as may be amended, modified, extended or renewed from time to time (the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of loan and credits under the Loan Agreement, the Grantor hereby grant to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the relevant patent and/or trademark office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security.** Grantor hereby grants to the Secured Party a security interest in all of such Grantor's (including, without limitations, Grantor's subsidiaries, related or affiliated companies') rights, title and interest in and to the following (the "Collateral"):
 - 1.1. the trademark set forth in Schedule A hereto (the "Trademark") and any right derived therefrom;
 - 1.2. the design patent(s), industrial designs, and design patent and industrial designs application(s) set forth in Schedule B hereto (the "Design Patents");
 - 1.3. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
 - 1.4. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - 1.5. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
2. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Loan Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured obligations and that would be owed by the Grantor to the Secured Party under the Loan Agreement. All security interests that have been or may be created in favor of the Secured Party for payment and performance of the secured liabilities under Section 3 of the Loan Agreement shall be independent of one another.
3. **Recordation.** The Grantor authorizes and requests that the Commissioner or Registrar for Patents and/or Trademarks, the European Patent and Trademark Office, the Canadian Patent and Trademark Office and any other applicable government registrar to record this IP Security Agreement.
4. **Representations and Warranties.** The Company hereby represents and warrants as follows:
 - 4.1. The Company is, and will remain during the term of the Loan Agreement, duly incorporated and validly registered under the laws of the State of Israel, with power and authority to own assets and to carry on its business as now being conducted, and is, and will remain, duly existing, qualified and licensed in every jurisdiction wherever necessary to carry on its business and operations.

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Intellectual Property Security Agreement

- 4.2. It has the power to enter into and perform, and has taken all necessary action to authorize the entry into, performance and delivery of, this IP Security Agreement and the transactions contemplated hereby.
 - 4.3. All corporate action on the part of the Company, its directors, and its shareholders (if applicable) necessary for the authorization, execution and delivery of the IP Security Agreement and the performance of all of its obligations hereunder have been duly taken.
 - 4.4. Except as may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights, this IP Security Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms.
 - 4.5. All authorizations, consents and approvals, including any government approvals to the extent required, in connection with the entry into, performance, validity and enforceability of this IP Security Agreement and the transactions contemplated hereby have been obtained or effected and are in full force and effect and no steps have been taken to revoke or cancel any authorization obtained or effected.
 - 4.6. The security interest created hereby constitutes a legal valid and binding, first ranking security and lien over the presently existing Collateral and will constitute a legal valid and binding, first ranking security and lien over the Collateral acquired after the date hereof, enforceable in accordance with the terms hereof. This IP Security Agreement confers the security interest it purports to confer over all of the Collateral and the security interest is not subject to any senior or *pari passu* security interests.
 - 4.7. As at the date of execution of this IP Security Agreement, the Company is not subject to any bankruptcy, winding-up, creditors' arrangement or any other similar insolvency proceedings for the reorganization of the affairs of the Company and no such arrangement or proceedings have been threatened against the Company.
 - 4.8. The Company is, and will remain, the sole and lawful owner, and in possession of, the Collateral, and has the sole right and lawful authority to grant the security interest described in this IP Security Agreement. The Collateral is, and will remain, free and clear of all liens, claims and encumbrances of any kind whatsoever. The Collateral is not affected by any restriction or condition relating to the transfer of ownership therein or to the mortgage, pledge or charge thereof, either at law or under any agreement whatsoever.
5. **Undertakings.** The Company hereby undertakes as follows:
- 5.1. The Company shall not sell, convey, transfer, license, grant or lease or otherwise dispose of (or agree to do any of the foregoing at any future time) any Collateral other than non-exclusive licenses provided by the Company in the ordinary course of business.
 - 5.2. The Company shall not create, or permit to exist, any liens, restrictions, claims and encumbrances of any kind whatsoever on any of the Collateral (whether ranking in priority to or after the security interests created hereby), nor shall it enter into any other agreement or financing arrangement in which a negative pledge in any of its Collateral, is granted to any other party.
 - 5.3. The Company shall defend the Collateral or cause the Collateral to be defended against, and shall take, at its expense, any action necessary to remove any security interest over the Collateral, and shall defend the right, title and interest of the Secured Party in and to any Collateral against the claims and demands of all other persons.
 - 5.4. The Company will not take any action which could be expected to prejudice or damage the enforceability of the security interest created hereunder.
 - 5.5. The Company will allow the Secured Party or the Secured Party's representatives during normal business hours to inspect the Company's documentation with respect to the Collateral wherever the same may be.
 - 5.6. Without derogating from the rights of the Secured Party, Company shall notify the Secured Party of any default under this IP Security Agreement (and the steps, if any, being taken to remedy it) promptly (but in any event within 3 days) upon it becoming aware of the occurrence thereof. In particular, the Company shall:
 - 5.6.1. notify the Secured Party immediately of the occurrence of any seizure, requisition,

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Intellectual Property Security Agreement

by the Company shall impair any such right or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring. The rights of the Secured Party hereunder may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.

- 6.4. Amendments. Any term of this IP Security Agreement may be amended or modified only by a written document signed by the Company and the Secured Party.
- 6.5. Entire Agreement. This IP Security Agreement contains the entire understanding of the parties with respect to its subject matter and all prior negotiations, discussions, agreements, commitments and understandings between them with respect thereto not expressly contained herein shall be null and void in their entirety, effective immediately with no further action required.
- 6.6. Severability. If a provision of this IP Security Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof. Where provisions of any applicable law resulting in such illegality, invalidity or unenforceability may be waived, they are hereby waived by each party to the full extent permitted so that this IP Security Agreement shall be deemed valid and binding agreements, in each case enforceable in accordance with its terms.
- 6.7. Counterparts, Facsimile Signatures. This IP Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the IP Security Agreement. A signed IP Security Agreement received by a party hereto via facsimile or electronic e-mail will be deemed an original, and binding upon the party who signed it.
- 6.8. Governing Law and Venue. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the principles thereof relating to conflict of laws. The competent courts of the city of Tel Aviv-Jaffa shall have exclusive jurisdiction to hear all disputes arising in connection with this IP Security Agreement and no other courts shall have any jurisdiction whatsoever in respect of such disputes.
- 6.9. Further Actions. Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this IP Security Agreement and the intentions of the parties as reflected thereby.
- 6.10. No Third Party Beneficiaries. Nothing in this IP Security Agreement shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.

IN WITNESS WHEREOF, each of the Parties has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

<p>Grantor Nutrits Ltd. Signature: _____ Name: _____ Title: _____</p>	<p>Secured Party Bank Leumi Le-Israel Ltd. Signature: _____ Name: _____ Title: _____</p>
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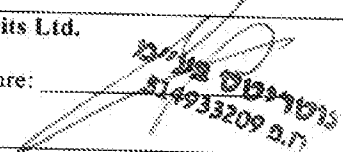
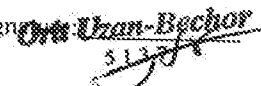
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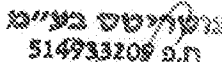
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Intellectual Property Security Agreement
Schedule A

Trademarks

Our Ref	Country	Priority	Filing Date	App. No.; Reg. No.	Next Action	Status
Trademarks						
	US	14/04/2015	14/04/2015	86/596676; 5311794	State. of use - 17/10/2023	Registered
	China	17/10/2016		21592940 Class 21	Renewal- 27/11/2027	Registered
	Israel	N/A	15/08/2017	297297 Class 10	Renewal - 15/08/2027	Registration
	Japan		15/08/2017	1372279	Renewal - 10/08/2028	Registered
	Australia		15/08/2017	1882768	Renewal- 15/08/2027	Registered
	Europe		26/10/2017	1372279	Renewal- 15/08/2027	Registered
	Korea		15/08/2017	1372279	Renewal- 15/08/2027	Registered
	Mexico		15/08/2017	1372279 Class 10	Renewal- 15/08/2027	Registered
	Chile		15/08/2017	1305568 Class 10	Renewal- 15/08/2027	Registered
	Russia		15/08/2017	1372279 Class 10	Renewal- 15/08/2027	Registered
	Taiwan		05/12/2018	107078539 Class 10	Renewal - 31/05/2029	Registered
	Canada		14/08/2017	1652289	Renewal- 02/06/2030	Registered
	Israel	N/A	21/01/2020	324328 Classes 9, 11	Renewal - 21/01/2030	Registered
	HK		05/08/2019	305016050 Classes 10,11,21	Renewal - 04/08/2029	Registered

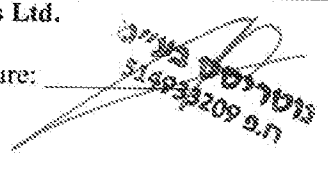
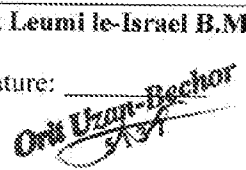
Nutrits Ltd. Signature: 	Bank Leumi le-Israel B.M. Sign: 
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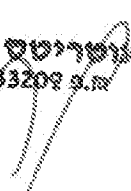

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Intellectual Property Security Agreement
Schedule B

Designs Patents

Design Patents						
Our Ref	Country	Priority	Filing Date	App. No.; Reg. No.	Next Action	Status
	Europe	10/02/2014	10/02/2014	002401521-0001	Renewal – 10/02/2023	Registered
	Europe	10/02/2014	16/05/2014	002465294-0001	Renewal – 16/05/2023	Registered
	Israel	10/02/2014	07/08/2014	55896	Renewal- 07/08/2024	Registered
	US	10/02/2014	11/08/2014	D828,923	N/A	Registered
	Brazil	10/02/2014	11/08/2014	BR302140038478	Renewal- 11/08/2023	Registered
	Canada	10/02/2014	11/08/2014	158062	Renewal- 03/03/2020	Registered
	China	10/02/2014	08/08/2014	201430279052.8	Renewal- 08/08/2022	Registered
	Japan	10/02/2014	11/08/2014	2014-017505	Renewal- 03/04/2022	Registered
	Europe	20/07/2020	08/10/2020	008197149	Renewal- 08/10/2025	Registered
	Europa	11/12/2020	18/03/2020	008465835	Renewal- 18/03/2026	Registered

<p>Nutrits Ltd. Signature: </p>	<p>Bank Leumi le-Israel B.M. Signature: </p>
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