

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIZ-EFFECTIVE LTD.		08/24/2021	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VI (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Limited Partnership: JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6162982	CENTRICAL	
Registration Number:	5483372	GAMEFFECTIVE	
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>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	8 HARTOM STREET		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	09/03/2021		
Total Attachments: 7			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**IP Security Agreement**”) is entered as of August 24, 2021 is made by and between (i) Biz-Effective Ltd. (the “**Grantor**”) a company incorporated in Israel under registered number 514335389 whose registered office is at 4 Ha’Sheizaf Street, Ra’anana, 436641, Israel, and (ii) Kreos Capital VI (Expert Fund) LP (“**Kreos**”), a limited partnership incorporated in Jersey whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, the Grantor and Biz-Effective, Inc. (together, the “**Borrower**”) and Kreos, have entered into that certain agreement for the provision of a loan facility of up to US\$15,000,000 dated on or about the date hereof (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant security interest in the intellectual property of the Grantor to Kreos, and the Grantor has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office (the “**USPTO**”) on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Loan Agreement, Grantor hereby grants to Kreos a security interest, in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all registered copyrights and registrations and applications therefore set forth in Schedule A (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor throughout the term of this IP Security Agreement subject to Section 7 below (collectively, the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.9 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect, all pursuant and subject to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Borrower to Kreos now or hereafter existing under or in respect of the Loan Agreement, as may be amended from time to time, and any future financing arrangement between Kreos and the Borrower (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request in writing, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and the debentures (Fixed Charge and Floating Charge – as defined therein) annexed thereto, and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or any document annexed thereto, the provisions of the Loan Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This IP Security Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this IP Security Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder including without limitation, the filing of a termination statement with the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

BIZ-EFFECTIVE LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL VI (EXBERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

[Us IP Security Agreement -- signature page]

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

BIZ-EFFECTIVE LTD.
By: [Signature] BIZ-EFFECTIVE LTD
514335389
Name: Gul Rina [Signature]
Title: CEO CPG

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: Raoul Stein

Title: General Partner

[Us IP Security Agreement – signature page]

SCHEDULE A

Intellectual Property



1. Registered Domain Names:

Domain

[central.com](#)
[biz-effective.com](#)
[bizeffective.com](#)
[bizeffective.me](#)
[boteam.io](#)
[boteams.com](#)
[centrica.me](#)
[central.ca](#)
[central.co](#)
[central.eu](#)
[central.info](#)
[central.io](#)
[central.me](#)
[central.net](#)
[central.org](#)
[enwidget.com](#)
[gameeffective.com](#)
[gameeffectiveapplication.com](#)
[gamefactive.com](#)
[gameeffective.biz](#)
[gameeffective.co](#)
[gameeffective.com](#)
[gameeffective.io](#)
[gameeffective.me](#)
[gameeffective.net](#)
[gameeffective.org](#)
[gameeffectiveapplication.com](#)
[gameworks.me](#)
[gameworks.us](#)
[ge4biz.com](#)
[glearn.com](#)
[glearn.io](#)
[glearn.me](#)
[gneff.com](#)
[ignite.me.io](#)
[kpeve.co](#)
[kpeve.io](#)
[learnification.biz](#)
[learnification.co](#)
[ludoos.com](#)
[mypui.se](#)
[sentrical.io](#)
[sentrical.net](#)
[sentrical.org](#)

topday.io
topday.me
upgo.biz
upgo.tv
work-plays.com
workplays.biz
gameworks.biz
bizeffective.com.cn
bizeffective.cn
central.us
central.app
central.com.cn

2. Registered Marks-

- United States Trademark Reg. No. 6162982– CENTRICAL
-  central.
Empowering Gamification
- GAMEEFFECTIVE™
-  gameEffective
- Israeli Trademark No. 275870 – GAMEEFFECTIVE
- United States Trademark Reg. No. 5,483,372 – GAMEEFFECTIVE

Other:

1. Software and products of the Borrower (including software and products which are still in development).
2. Description of the Borrower's know how:

The Borrowers enterprise gamification solution software-as-a-service, applications and product, for tracking, improving and enhancing work force, sales, and customer engagement, performance, and achievement; including all intellectual property assets used in connection therewith including any software code, design, look and feel, data, logos, names, graphics, photos, texts and game-plans.