

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672428

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Protalix Ltd.		08/24/2021	Limited Corporation: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4004202	PROCELLEX	
<b>Registration Number:</b>	5319850	AIR DNASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>ATTORNEY DOCKET NUMBER:</b>	111760/9		
<b>NAME OF SUBMITTER:</b>	Oren Epstein		
<b>SIGNATURE:</b>	/OE/		
<b>DATE SIGNED:</b>	09/03/2021		
<b>Total Attachments: 7</b>			
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**TRADEMARK SECURITY AGREEMENT****(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Protalix Ltd., a limited company organized under the laws of the State of Israel (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Protalix BioTherapeutics, Inc. (the “**Issuer**”), the Guarantors party thereto, The Bank of New York Mellon Trust Company, N.A., as Trustee, and Wilmington Savings Fund Society, FSB, as Collateral Agent, are parties to (i) an Indenture dated as of December 7, 2016 (as supplemented, amended, modified, renewed or extended from time to time, the “**2021 Notes Indenture**”) and (ii) an Indenture dated as of August 24, 2021 (as supplemented, amended, modified, renewed or extended from time to time, the “**2024 Notes Indenture**” and together with the 2021 Notes Indenture, the “**Indentures**” and each an “**Indenture**”); and

WHEREAS, pursuant to an Amended and Restated Security Agreement dated as of August 24, 2021 (as supplemented, amended, modified, renewed and/or extended from time to time, the “**Security Agreement**”) among the Issuer, the Guarantors party thereto, Wilmington Savings Fund Society, FSB, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), The Bank of New York Mellon Trust Company, N.A., as 2021 Notes Trustee, and The Bank of New York Mellon Trust Company, N.A., as 2024 Notes Trustee, the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee for the ratable benefit of the Secured Parties, to secure the payment and performance of the Secured Obligations, a security interest in all of the Grantor’s right, title and interests in, to and under the following property (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) all Trademarks (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business symbolized by, or associated with, each Trademark;
- (ii) all Trademark Licenses (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) to the extent not otherwise included, all Proceeds of the foregoing.

For the avoidance of doubt, in no event shall the Trademark Collateral include any United States “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application under applicable federal law.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, (a) with respect to the security interests granted by any Israeli Grantor pursuant to this Trademark Security Agreement, this Trademark Security Agreement and each of the terms hereof relating to Trademark Collateral shall be limited solely to Trademark Collateral (including each of its constitutive parts) located in the United States of America or governed by the laws of the United States of America (including, for the avoidance of doubt, federal laws and state laws); and (b) in respect of Trademark Collateral constituting IIA-Funded Know-How, the creation of any security interest over such Trademark Collateral and any enforcement thereof shall be (i) subject to the IIA Restrictions (including the Research Law and the IIA Approval) and (ii) governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the Israeli courts.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of the Grantor or in the Grantee’s name, from time to time, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

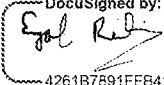
Capitalized terms herein used and not herein defined shall have the respective meanings ascribed to such terms in the Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile, .pdf or other electronic image-scan transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic

matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of August, 2021.

PROTALIX LTD.

By:   
Name: Eyal Rubin  
Title: Senior Vice President &  
Chief Financial Officer

Acknowledged:

WILMINGTON SAVINGS FUND SOCIETY,  
FSB,  
as Collateral Agent

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

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of August, 2021.

PROTALIX LTD.

By: \_\_\_\_\_

Name: Eyal Rubin

Title: Senior Vice President &  
Chief Financial Officer

Acknowledged:

WILMINGTON SAVINGS FUND SOCIETY,  
FSB,  
as Collateral Agent

By: 

Name: John McNichol

Title: Trust Officer

**Schedule 1**  
**to Trademark Security Agreement**

**PROTALIX LTD.**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark: PROTELLEX							
Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.	Status	Applicant	
Brazil	1, 1		01-Dec-2010 830859373	03-Jun-2014 830859373	Registered	Protalix Ltd.	
Brazil	9, 9		01-Dec-2010 020100112163	03-Jun-2014 830859390	Registered	Protalix Ltd.	
Brazil	42, 42		01-Dec-2010 020100112162	03-Jun-2014 830859381	Registered	Protalix Ltd.	
USA	42		11-Jul-2007 77/226,905	02-Aug-2011 4304,202	Registered	Protalix Ltd.	
Japan (Paris)	1, 9, 42, 5	11-Jul-2007 77/226,905	09-Jan-2008 873/2008	08-Oct-2010 5358873	Registered	Protalix Ltd.	
Israel (Paris)	1	11-Jul-2007 77/226,905	10-Jan-2008 207455	08-Mar-2009 207455	Registered	Protalix Ltd.	
Israel (Paris)	9	11-Jul-2007 77/226,905	10-Jan-2008 207456	08-Mar-2009 207456	Registered	Protalix Ltd.	
Israel (Paris)	42	11-Jul-2007 77/226,905	10-Jan-2008 207457	08-Mar-2009 207457	Registered	Protalix Ltd.	
European Union (Paris)	1, 5, 9, 42	11-Jul-2007 77/226,905	10-Jan-2008 6570493	19-Mar-2009 006570493	Registered	Protalix Ltd.	
Australia (Paris)	1, 9, 42	11-Jul-2007 77/226,905	10-Jan-2008 1218711	02-Aug-2013 1218711	Registered	Protalix Ltd.	
Great Britain (Paris)		11-Jul-2007 77/226,905	10-Jan-2008 UK00906570493	19-Mar-2009 UK00906570493	Registered	Protalix Ltd.	
China (Paris)	1, 9, 42	11-Jul-2007 77/226,905	11-Jan-2008 6505174,6505175,6505176	28-Mar-2010 6505174	Registered	Protalix Ltd.	
Trademark: IPI, YSO							
Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.	Status	Applicant	
Israel	5		22-Oct-2008 215905	08-Jul-2010 215905	Tax Transfer	Protalix Ltd.	



Trademark: AIR ONASE							
Country	Class	Earliest Priority	Filing Date Application No.	Registration No.	Status	Applicant	
Israel Ordinary Filing	5		16-Dec-2014 270725	02-Apr-2017 270725	Registered	Protalix Ltd.	
European Union (Paris)	5, 5	16-Dec-2014 270725	11-Jun-2015 014241491	30-Oct-2015 014241491	Registered	Protalix Ltd.	
Great Britain (Paris)		16-Dec-2014 270725	11-Jun-2015 UK00914241491	30-Oct-2015 UK00914241491	Registered	Protalix Ltd.	
USA (Paris)	5, 5	16-Dec-2014 270725	15-Jun-2015 86662.085	31-Oct-2017 5,319,856	Registered	Protalix Ltd.	
Australia (Paris)	5, 5	16-Dec-2014 270725	15-Jun-2015 1700056	21-Dec-2015 1700056	Registered	Protalix Ltd.	

TRADEMARK LICENSES

Name of Agreement \_\_\_\_\_ Parties Licensor/Licensee \_\_\_\_\_ Date of Agreement \_\_\_\_\_ Subject Matter \_\_\_\_\_  
 None.