

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674502

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900627994

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lightbits Labs Ltd		06/30/2021	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: 7

Property Type	Number	Word Mark
Serial Number:	87284683	LIGHTOS
Serial Number:	87750925	LIGHTBITS
Serial Number:	87750931	LIGHTBITS LABS
Serial Number:	87750952	LIGHTFIELD
Serial Number:	88204512	LIGHTBITS SUPERSSD
Serial Number:	87754430	LIGHT UP YOUR CLOUD
Serial Number:	87754429	LIGHTEDGE

CORRESPONDENCE DATA

Fax Number:

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.

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

TRADEMARK

DATE SIGNED:	09/15/2021
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “**Agreement**”) is entered into as of June 30, 2021 by and between **SILICON VALLEY BANK**, a California corporation (the “**Bank**”) and **LIGHTBITS LABS LTD**, a company organized under the laws of the State of Israel, with its principal place of business located at Atir-Yeda St 17, Kfar-Sava, Israel (the “**Grantor**”).

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Grantor and the US Borrower, as defined hereinafter (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between the Bank, the Grantor and **LIGHTBITS LABS INC.**, a Delaware corporation, with its principal place of business at 1830 The Alameda, San Jose, CA (the “**US Borrower**”) (the Grantor and the US Borrower, jointly and separately, the “**Borrowers**”) 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). The Bank is willing to make the Loans to the Borrowers, 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 the Borrowers under the Loan Agreement and the other Loan Documents.

B. Pursuant to the terms of the Loan Agreement and the other Loan Documents, Grantor has granted to the 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 Borrowers' obligations to the Bank under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure Borrowers' obligations to the Bank under the Loan Agreement and the other Loan Documents, Grantor grants and pledges to the 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,

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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 the 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 other Loan Documents, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the other Loan Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the other Loan Documents and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts/Electronic Execution. 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. The words “**execution**”, “**signed**”, “**signature**” and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form each of which shall be of the same legal

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effect, validity and enforceability as a manually executed signature or the use of paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law.

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:

LIGHTBITS LABS LTD DocuSigned by:
Eran Kirzner
9B2E1F8D48474CD...
By: Eran Kirzner
Title: CEO

BANK:

SILICON VALLEY BANK DocuSigned by:
Lexi DeMarco
882AFA74210D4A8...
By: Lexi DeMarco
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

LightOS version 2.0

TXu002207907

June 22, 2020

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for optimizing write amplification of non-volatile memory storage media	10628301	04/21/20
System and method for dynamic pipelining of direct memory access (DMA) transactions	10552349	02/04/20
System and method for memory interface load balancing	10642733	05/05/20
System and method for reducing read latency in storage devices	10684964	06/16/20
System and method for computer data garbage collection acceleration using peer to peer data transfers	10713162	07/14/20
Storage system having an in-line hardware accelerator	10956346	03/23/21
Storage system and a method for application aware processing	10963393	03/30/21

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
<u>LIGHTOS</u>	87284683	December 29, 2016
<u>LIGHTBITS</u>	87750925	January 11, 2018
<u>LIGHTBITS LABS</u>	87750931	January 11, 2018
<u>LIGHTFIELD</u>	87750952	January 11, 2018
<u>LIGHTBITS SUPERSSD</u>	88204512	November 25, 2018
<u>LIGHTBOX</u>	87155516	December 19, 2020 - File Statement of Use - 24 Month Deadline
<u>LIGHT UP YOUR CLOUD</u>	87754430	January 14, 2018
<u>LIGHTEDGE</u>	87754429	January 14, 2018

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None