

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guesty Inc.		03/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank Leumi le-Israel B.M.		
Street Address:	LeumiTech Business Center		
Internal Address:	15 Hamenofim St.		
City:	Hertzelia		
State/Country:	ISRAEL		
Entity Type:	Bank: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5881114	GUESTY	
CORRESPONDENCE DATA			
Fax Number:	6175353800		
<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:	617-535-4000		
Email:	jgordon@mwe.com, kdelcoure@mwe.com, IPDocketBoston@mwe.com		
Correspondent Name:	Edward A. Gordon		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	200 Clarendon Street, Floor 58		
Address Line 4:	Boston, MASSACHUSETTS 02116-5021		
ATTORNEY DOCKET NUMBER:	108237-0010		
NAME OF SUBMITTER:	Edward A. Gordon		
SIGNATURE:	/Edward A. Gordon/		
DATE SIGNED:	03/28/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement") dated March 21, 2022, is made by Guesty Inc. (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 on or about March 21, 2022 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. 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;
 - 1.3. 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
 - 1.4. 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 and any other applicable government officer record this IP Security Agreement in respect of any Patents or Trademarks registered with them.
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 Delaware, 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.
 - 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

Guesty Inc.

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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 authorisations, 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 authorisation 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 (subject to the IP Security Agreement executed on or about the date hereof under US law) 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 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 (except those created pursuant to the IP Security Agreement executed on or about the date hereof under US law). 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 set forth in clauses 1.1-1.2 above 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 (except for the IP Security Agreement executed on or about the date hereof under US law).
 - 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 5 days) upon it becoming aware of the occurrence thereof. In particular, the Company shall:

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Intellectual Property Security Agreement

5.6.1. notify the Secured Party immediately of the occurrence of any seizure, requisition, expropriation or forfeiture of the Collateral or any material part thereof; and

5.6.2. notify the Secured Party immediately of the imposition of any attachment or the issue of any execution proceedings or of any application for the appointment of a receiver or special manager (whether interim or permanent) over or with respect to the Collateral or any part thereof and shall immediately notify the authorities which levied such attachment or issued such execution proceedings or received the application for the appointment of such receiver or manager and any third party who initiated or applied for such action, of this IP Security Agreement in favor of the Secured Party, and forthwith to take, at the expense of the Company, all steps necessary for the discharge of such attachment, execution proceedings or appointment of receiver, as the case may be.

6. Miscellaneous

6.1. Assignment. This IP Security Agreement shall be binding upon and inure to the benefit of each party hereto and its permitted successors and assigns. The Company may not assign or transfer all or any part of its rights and/or obligations under this IP Security Agreement. The Secured Party shall be entitled, at all times, to assign to others its rights under this IP Security Agreement, without the necessity of obtaining the Company's consent thereto.

6.2. Notice. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other a communication with respect to this IP Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person or sent by registered or certified mail, return receipt requested, with proper postage prepaid, or by facsimile transmission and confirmed by delivery of a copy by personal delivery or mail as otherwise provided herein:

If to the Company: Guesty Inc.
at its registered office

If to the Secured
Party: Bank Leumi le-Israel B.M.
LeumiTech Business Center
15 Hamenofim St. Hertzelia, Israel

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly served, given or delivered upon the earliest of (a) actual receipt, (b) upon transmission if sent during business hours at the place of receipt or, if not so sent, on the next opening of regular business hours following transmission when sent by email or facsimile transmission (with such email or facsimile promptly confirmed by delivery of a copy by personal delivery or courier as otherwise provided in this Section 6.2), and (c) three (3) business days after deposit with a reputable international express courier properly addressed with all charges prepaid. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

6.3. Delays or Omissions; Waiver. The rights of the Secured Party may be waived only in writing and specifically; the conduct of the Secured Party shall not be deemed a waiver of any of its rights pursuant to this IP Security Agreement and/or as a waiver or consent on its part as to any breach or failure to meet any of the terms of this IP Security Agreement or as an amendment hereto. A waiver by the Secured Party in respect of a breach by the Company of its obligations shall not be construed as a justification or excuse for a further breach of its obligations. No delay or omission

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to exercise any right, power, or remedy accruing to the Secured Party upon any breach or default 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 (except the IP Security Agreement executed on or about the date hereof under US law) 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.

Grantor Guesty Inc. Signature: <u>90-1032327</u> Name: <u>Vera & Beny Schwartz</u> Title: <u>President</u>	Secured Party Bank Leumi le-Israel B.M. Signature: <u>Nir Inbar</u> Name: <u>Moran Heger Falach</u> Title: <u>6111</u>
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Guesty Inc.
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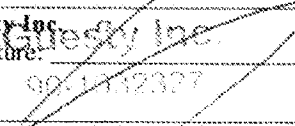
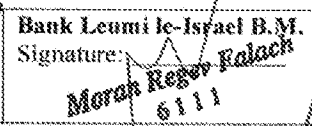

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Intellectual Property Security Agreement
Schedule A

Trademarks

Guesty Inc.
International Trademark Portfolio
 Handled by Pearl Cohen Zedek Latzer Baratz
 Status Report as of 07-Mar-21

Pearl Cohen ref	Mark	Country	Class	App. Date	App. No.	Reg Date	Reg No.	Status	Comments
T-880619-AU	GUESTY	Australia	9, 42	15-Jan-19	1942066	15-Aug-19	1982862	Registered	Deadline for renewal is: 15-Jan-2022
T-880619-CA	GUESTY	Canada	9, 42	27-Jan-19	1941761			Pending	Awaiting 2531172321
T-880619-DE	GUESTY	USA	9, 42	11-Jul-19	88033606	09-Oct-19	8881114	Registered	Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 09-Oct-2023
T-880620-EU	 Guesty	European Union	9, 42	11-Jul-19	17928975	25-Dec-19	17928975	Registered	Deadline for renewal is: 11-Jul-2028
T-880620-GB	 Guesty	United Kingdom	9, 42	11-Jul-19	UK0091752 8979	25-Dec-19	UK00917 826375	Registered	Deadline to pay renewal fees is: 11-Jul-2028

Guesty Inc. Signature:  90-1032327	Bank Leumi le-Israel B.M. Signature:  Morah Regav Falach 6111 
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