

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BYTECH IP HOLDINGS LLC		04/14/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BANK HAPOALIM B.M.		
Street Address:	1120 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: ISRAEL		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3763087	VESCA	
Registration Number:	3763091	BYTECH	
Registration Number:	3763092	MIZTECH	
Registration Number:	3763097	BYTECH. THE ART OF TECHNOLOGY.	
Registration Number:	3766870	B	
Registration Number:	4189626	VESCA WIRELESS	
Registration Number:	4225061		
Registration Number:	4233062		
Registration Number:	4240684	MIZTECH	
Registration Number:	4287689	B	
Registration Number:	4390391	B	
Registration Number:	4437031	BYTECH THE ART OF TECHNOLOGY	
Registration Number:	5343875	B ICONIC	
Registration Number:	5964859	TECH BITS	
Serial Number:	90597694	B WELL	
Serial Number:	90597914	B WELL	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 3763087

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: 973-705-7422
Email: cwilkes@murphyllp.com
Correspondent Name: Murphy Schiller & Wilkes LLP
Address Line 1: 24 COMMERCE STREET, 12TH FLOOR
Address Line 2: Charles J. Wilkes, ESQ.
Address Line 4: NEWARK, NEW JERSEY 07102

NAME OF SUBMITTER:	Charles J. Wilkes
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SIGNATURE:	/Charles J. Wilkes/
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DATE SIGNED:	05/02/2022
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of ²⁰²² March 17, 2022 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by BYTECH IP HOLDINGS LLC, a New York limited liability company (the "Grantor") in favor of BANK HAPOALIM B.M. (the "Secured Party"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Joinder to Collateral Agreement (as defined below).

WHEREAS, the Grantor and the Secured Party are parties to that certain Collateral Agreement, dated as of April 14, 2021, made by Bytech NY, Inc. in favor of the Secured Party (the "Collateral Agreement"), pursuant to that certain Joinder to Collateral Agreement, dated as of the date hereof, made by Grantor in favor of Secured Party;

WHEREAS, pursuant to the Collateral Agreement, as security for the payment and performance of the Obligations, the Grantor granted to the Secured Party, a security interest in all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property; and

WHEREAS, the Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities in order to perfect the Secured Party's security interest in the intellectual property described herein;

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

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of the Grantor's trademarks and patents of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for trademarks and patents of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (provided that no security interest shall be granted in United States intent-to-use trademark and patent applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair validity or enforceability of any registration issuing from such intent-to-use trademark and patent applications under applicable federal law), including those trademarks and patents listed on Schedule I (collectively, the "Trademarks and Patents") and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks and Patents; and

(b) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

TRADEMARK

REEL: 007708 FRAME: 0403

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BYTECH IP HOLDINGS LLC
a New York limited liability company

By: 
Eli Mizrahi
Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007708 FRAME: 0404

SCHEDULE I

Intellectual Property Type	Description	USPTO Registration Number	Date of Registration
Trademark	Word Mark: VESCA Antennas for wireless communications apparatus; batteries, battery chargers, cellular carrying cases; decorative charms and accessories for cellular devices, etc.	3763087	March 23, 2010
Trademark	Word Mark: BYTECH Antenna for wireless communications apparatus; batteries, battery chargers, cellular carrying cases; decorative charms and accessories for cellular devices, etc.	3763091	March 23, 2010
Trademark	Word Mark: MIZTECH Antennas for wireless communications apparatus; batteries, battery chargers, cellular carrying cases; decorative charms and accessories for cellular devices, etc.	3763092	March 23, 2010

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Trademark	<p>Word Mark: BYTECH. THE ART OF TECHNOLOGY.</p> <p>Antenna for wireless communications apparatus; batteries, battery chargers, cellular carrying cases; decorative charms and accessories for cellular devices, etc.</p>	3763097	March 23, 2010
Trademark	<p>Word Mark: B</p> <p>Antenna for wireless communications apparatus; batteries, battery chargers, cellular carrying cases; decorative charms and accessories for cellular devices, etc.</p>	3766870	March 23, 2010
Trademark	<p>Word Mark: VESCA WIRELESS</p> <p>Carrying cases, holders, protective cases, armbands, battery packs and chargers for use in automobiles, handheld computers and devices</p>	4189626 (Prior Registrations: 3763087)	August 14, 2012
Trademark	<p>Mark Drawing Code:(2)Design only</p> <p>Accessories for electronic devices, carrying cases, holders, mounts, battery packs and chargers, adaptors for handheld use</p>	4225061	October 16, 2012

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	devices such as tablets, handheld computers, cell phones, cameras, etc.		
Trademark	<p>Mark Drawing Code:(2)Design only</p> <p>Accessories for electronic devices, carrying cases, holders, mounts, battery packs and chargers, adaptors for handheld use devices such as tablets, handheld computers, cell phones, cameras, etc.</p>	4233062	October 30, 2012
Trademark	<p>Word Mark: MIZTECH</p> <p>Carrying cases, holders, protective cases, armbands, battery packs and chargers for use in automobiles, handheld computers and devices</p>	4240684	November 13, 2012
Trademark	<p>Word Mark: B</p> <p>Electronic and mechanical parts and fittings for tablet computers, handheld computers, cell phones and portable video cameras; charging stations; accessories for electronic goods; automotive mounts for GPS devices; etc.</p>	<p>4287689</p> <p>(Prior Registrations: 3766870)</p>	February 12, 2013

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Trademark	<p>Word Mark: B</p> <p>Electronic and mechanical parts and fittings for tablet computers, handheld computers, cell phones and portable video cameras; charging stations; accessories for electronic goods; automotive mounts for GPS devices; etc.</p>	<p>4390391</p> <p>(Prior Registrations: 3766870)</p>	August 27, 2013
Trademark	<p>Word Mark: BYTECH THE ART OF TECHNOLOGY</p> <p>Computerized online wholesale store services in connection with a full line of electronic and mechanical parts and fittings for tablet computers, cellphones portable digital electronic devices, etc.; accessories for aforesaid devices</p>	<p>4437031</p> <p>(Prior Registrations: 3763091; 3763097)</p>	November 19, 2013
Trademark	<p>Word Mark: B ICONIC</p> <p>Earphones, headphones, audio speakers, and wireless indoor and outdoor speakers</p>	<p>5343875</p>	November 28, 2017
Trademark	<p>Word Mark: TECH BITS</p> <p>Battery chargers, carrying cases, holders, accessories for handheld digital</p>	<p>5964859</p>	January 21, 2020

SCHEDULE I

	devices; earphones and headphones, holsters for carrying personal electronic devices, etc.		
Trademark	Word Mark: B WELL Bathroom scales, smart watched, sound and video recording devices, thermometers not for medical purposes, wireless ear buds, digital bathroom scales	Serial Number: 90597694	Filing Date: March 23, 2021
Trademark	Word Mark: B WELL Bathroom scales, smart watched, sound and video recording devices, thermometers not for medical purposes, wireless ear buds, digital bathroom scales; aromatherapy devices, health monitoring devices, pulse oximeters; air purifiers, electric towel warmers, humidifiers.	Serial Number: 90597914	Filing Date: March 23, 2021

Intellectual Property Type	Description	Patent No.	Issue Date
Patent	None.	None.	None.

SCHEDULE I