

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725546

<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>
INTUITION ROBOTICS LTD.		04/29/2022	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing IX, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>Name:</b>	WTI Fund X, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87730316	ELLIQ	
<b>Serial Number:</b>	87730312	ELLIQ	
<b>Serial Number:</b>	88566485	AUTOQ	
<b>Serial Number:</b>	88840008	DIGITAL COMPANION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153914436		
<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>	4153645540		
<b>Email:</b>	nsust@foxrothschild.com		
<b>Correspondent Name:</b>	Jeff Klugman		
<b>Address Line 1:</b>	345 California Street		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		

OP \$115.00 87730316

<b>NAME OF SUBMITTER:</b>	Jeffrey T. Klugman
<b>SIGNATURE:</b>	/Jeffrey T. Klugman/
<b>DATE SIGNED:</b>	05/03/2022
<b>Total Attachments: 13</b> source=Intuition Robotics - IP Security Agreement (executed)#page1.tif source=Intuition Robotics - IP Security Agreement (executed)#page2.tif source=Intuition Robotics - IP Security Agreement (executed)#page3.tif source=Intuition Robotics - IP Security Agreement (executed)#page4.tif source=Intuition Robotics - IP Security Agreement (executed)#page5.tif source=Intuition Robotics - IP Security Agreement (executed)#page6.tif source=Intuition Robotics - IP Security Agreement (executed)#page7.tif source=Intuition Robotics - IP Security Agreement (executed)#page8.tif source=Intuition Robotics - IP Security Agreement (executed)#page9.tif source=Intuition Robotics - IP Security Agreement (executed)#page10.tif source=Intuition Robotics - IP Security Agreement (executed)#page11.tif source=Intuition Robotics - IP Security Agreement (executed)#page12.tif source=Intuition Robotics - IP Security Agreement (executed)#page13.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of April 29, 2022, between INTUITION ROBOTICS LTD., an Israeli corporation (“**Grantor**”), and VENTURE LENDING & LEASING IX, INC. (“**Fund 9**”) and WTI FUND X, INC. (“**Fund 10**”), both Maryland corporations (sometimes referred to herein individually and together as “**Secured Party**”).

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor’s wholly owned subsidiary (“**Borrower**”), as borrower, and Secured Party, as Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. *All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.*

B. Secured Party is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in the Collateral (hereinafter defined).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower’s present or future Obligations (under and as defined in that certain Loan Agreement of even date herewith), Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “**Collateral**” for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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**”);

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;  
and

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter and only if there is a change or an update from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any reasonable action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that upon the payment in full of the Obligations and satisfaction of all Borrower's obligations under the Loan Agreement, the security interests granted hereby shall, without further action, terminate automatically and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at the Grantor's expense, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Grantor and Secured Party expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and Fund 9, on the one hand, and Grantor and Fund 10, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between Fund 9 and Fund 10. Each reference in this Agreement to "Secured Party" shall mean and refer to each of Fund 9 and Fund 10, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of Fund 9 and Fund 10, and all rights and remedies of "Secured Party" under this Agreement may be exercised by Fund 9 and/or Fund 10 independently of one another. The security interests granted by Grantor to each of Fund 9 and Fund 10 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

8. Acknowledgment. Notwithstanding anything to the contrary in this Agreement or in any of the other Loan Documents, Secured Party hereby acknowledges and agrees that the Collateral granted hereunder to the extent it covers any intellectual property of Grantor relating to projects that have been financed by or are currently being financed by the Israel Innovation Authority (the "IIA") and to projects of the Grantor that may be financed by the IIA in the future, are hereby made subject to the provisions of the Encouragement of Industrial Research and Development Law, 5744-1984, as may be amended from time to time (the "R&D Law") (such Intellectual Property, "Funded IP") and are subject to the IIA rights set forth thereunder. In addition, Secured Party hereby acknowledges that any realization of any charge, lien or encumbrance, fixed or floating of the Funded IP, including the sale of the Funded IP and its transfer within the framework of realization procedures, shall be made in accordance with and subject to the provisions of the R&D Law.

9. Miscellaneous. Subject to Section 8 of this Agreement, upon the occurrence of an Event of Default under this Agreement, Secured Party shall be entitled to, at Secured Party's option, without notice or demand of any kind, exercise any or all of the rights and remedies available to a secured party under the UCC or any other applicable law, and to exercise any or all of Secured Party's rights and remedies provided for in this Agreement and in any other document executed or delivered in connection with this Agreement. Any proceeds and other monies or property received by Secured Party pursuant to the terms of this Agreement or any document executed or delivered in connection with this Agreement may be applied by Secured Party first to the payment of expenses of collection, including without limitation to reasonable attorneys' fees, and then to the payment of the Obligations in such order of application as Secured Party may elect. Notwithstanding the rights given to Grantor pursuant to California Civil Code Sections 1479 and 2822 (and any amendments or successors thereto), to designate how payments will be applied, Grantor hereby waives such rights and agrees that Secured Party shall have the right in its reasonable discretion to determine the order and method of the application of payments received from Grantor or from the sale or disposition of the Collateral. Grantor acknowledges that this Agreement secures Obligations of Borrower to Secured Party and Grantor is executing this Agreement as an accommodation to Borrower. Therefore, Grantor agrees, subject to Section

8 of this Agreement, as follows: Grantor waives any right to require Secured Party to (a) proceed against Borrower, (b) proceed against or exhaust any security held from Borrower, or (c) pursue any other remedy in Secured Party's power whatsoever. Secured Party may, at its election and subject to Section 8 of this Agreement, foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Grantor hereunder, except to the extent the indebtedness has been paid, and Grantor waives all rights and defenses arising out of (x) an election of remedies by Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the Grantor's rights of subrogation and reimbursement against the Borrower by the operation of Section 580d of the California Code of Civil Procedure or otherwise, and (y) the absence, impairment or loss of any right or remedy of Grantor against Borrower, or any such security, whether resulting from such election by Secured Party or otherwise. Grantor waives any defense, other than payment of the indebtedness secured hereby, arising by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Secured Party shall have been paid in full, Grantor shall have no right of subrogation, and waives any right to enforce any remedy which Grantor now has or may hereafter have against Borrower and waives any benefit of, and any right to participate in any security now or hereafter held by the Secured Party. Grantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, and notices of acceptance of this Agreement and of the existence, creation, or incurring of new or additional indebtedness.

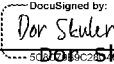
*[Signature Pages Follow]*

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**GRANTOR:**

INTUITION ROBOTICS LTD.

By:   
Name: Dor Skuler  
Title: ceo

Address for Notices:

3 Ha-Yetsira Street, Ramat Gan, Israel, 5252141  
Attn: Dor Skuler, CEO  
Phone #: +972-54-255-6606  
Email: [dor@intuitionrobotics.com](mailto:dor@intuitionrobotics.com)

**SECURED PARTY:**

VENTURE LENDING & LEASING IX, INC.

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

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

**SECURED PARTY:**

WTI FUND X, INC.

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

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300



[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**GRANTOR:**

INTUITION ROBOTICS LTD.

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
Attn:  
Fax #:  
Phone #:

**SECURED PARTY:**

VENTURE LENDING & LEASING IX, INC.

By: Maurice Werdegar  
Name: Maurice Werdegar  
Title: Chairman of the Board

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

**SECURED PARTY:**

WTI FUND X, INC.

By: Maurice Werdegar  
Name: Maurice Werdegar  
Title: Chairman of the Board

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300