

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725610

<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>
Mixtiles Ltd.		02/02/2022	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital VI (Expert Fund) LP		
<b>Street Address:</b>	47 Esplanade		
<b>City:</b>	St. Helier		
<b>State/Country:</b>	JERSEY		
<b>Entity Type:</b>	Limited Partnership: JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87934671	MIXTILES	
<b>Serial Number:</b>	90507711	MIXTILES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	05/04/2022		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 2, 2022 by and between **KREOS CAPITAL VI (EXPERT FUND) LP**, a limited partnership whose registered office is at 47 Esplanade, St. Helier, Jersey (the "Lender") and **MIXTILES LTD.**, a company organized under the laws of the State of Israel, with its principal place of business located at 54 Ahad Ha'am St., Tel Aviv, Israel (the "Grantor").

### RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **MIXTILES USA, INC.**, a Delaware corporation ("US Borrower"), **MIXTILES OPS USA INC.**, a Delaware corporation (the "US Subsidiary"); **MIXTILES B.V.**, a company organized under the laws of the Netherlands and **MIXTILES OPS B.V.**, a company organized under the laws of the Netherlands (together "Dutch Borrower") (Grantor, US Borrower, US Subsidiary and Dutch Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loan") in the amounts and manner set forth in that certain Loan Agreement by and among the Lender and Borrower 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 Lender is willing to make the Loan to Borrower, but only upon the condition, among others, that Grantor shall grant to the Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lender.

B. Pursuant to the terms of the Loan Agreement, the Fixed Charge and Floating Charge (the Fixed Charge and the Floating Charge shall hereinafter be referred to collectively as the "Debentures"), Grantor has granted to Lender 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 Borrower's obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Lender, Grantor grants and pledges to the Lender, 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, 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.

Notwithstanding anything herein to the contrary, the priority of the security interests in and to the Intellectual Property Collateral as created hereunder, and the manner of allocation of any proceeds derived from such Intellectual Property Collateral, shall be subject to the provisions of that certain subordination agreement entered on or about the date hereof between Lender, Silicon Valley Bank and the Borrower and as may be amended from time to time in accordance with its terms.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials in the United States to record and register this Agreement in the United States upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. 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.

5. 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.

6. 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware, 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:

MIXTILES LTD. DocuSigned by:

By: David Katz  
Name: David Katz  
Title: CEO

LENDER:

KREOS CAPITAL VI (EXPERT FUND) LP DocuSigned by:

By: Mark Collins  
Name: Mark Collins  
Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PLANT POT	63/159,531	March 11, 2021
PLANT PACKAGE	63/159,534	March 11, 2021
WALL HANGING DECORATIVE ASSEMBLY HAVING A FLEXIBLE STRIP WITH REMOVABLE ADHESIVE AND A NON-ADHESIVE GAP	62/958,340	January 8, 2020
WALL HANGING DECORATIVE ASSEMBLY HAVING A FLEXIBLE STRIP WITH REMOVABLE ADHESIVE AND A NON-ADHESIVE GAP	17/130,072	December 22, 2020
WALL DECORATIVE OBJECT HANGER	63/019,452	May 4, 2020
WALL DECORATIVE OBJECT HANGER	17/307,063	May 4, 2021
PICTURE FRAME	29/631,827	Filing: Jan 3, 2018  Issued: Feb 2, 2021
PICTURE FRAME	29/637,793	Filing: Feb 22, 2018 Issued: Feb 2, 2021
PICTURE FRAME	29/637,796	Filing: Feb 22, 2018 Issued: Feb 9, 2021
DECORATIVE MOUNTABLE FRAME	29/639,879	Filing: Feb 2, 2021 Issued: Feb 2, 2021
DECORATIVE MOUNTABLE FRAME	29/639,886	Filing: Mar 9, 2018 Issued: Feb 9, 2021
PICTURE FRAME	29/640,575	Filing: Mar 15, 2018 Issued: Apr 27, 2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MIXTILES	87/934,671	May 24, 2018
MIXTILES	90507711	February 3, 2021

EXHIBIT D

Mask Works

None.