

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740514

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CartiHeal (2009) Ltd.		07/12/2022	LIMITED COMPANY: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elron Ventures Ltd., as Administrative Agent		
<b>Street Address:</b>	ToHa Tower 114 Yigal Alon St.		
<b>Internal Address:</b>	27TH FLOOR		
<b>City:</b>	Tel Aviv		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	6702301		
<b>Entity Type:</b>	LIMITED COMPANY: ISRAEL		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5719300	CARTIHEAL	
<b>Registration Number:</b>	5934976	CARTIHEAL	
<b>Registration Number:</b>	5831983	AGILI-C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Shannon Coffey		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Shannon Coffey-34018.0003		
<b>NAME OF SUBMITTER:</b>	Shannon Coffey		
<b>SIGNATURE:</b>	/Shannon Coffey/		
<b>DATE SIGNED:</b>	07/12/2022		
<b>Total Attachments: 10</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 12, 2022 by and between **Elron Ventures Ltd.**, in its capacity Securityholder Representative under that certain Agreement, as defined below, or any of its successors in accordance with the Agreement (the “**Securityholder Representative**”), in its capacity as an administrative agent and collateral agent on behalf and for the benefit of the Securityholders (in such capacity, the “**Administrative Agent**”), and **CartiHeal (2009) Ltd.**, a company organized under the laws of the State of Israel with its registered office at 17 Atir Yeda St., Kfar-Saba, Israel (the “**Pledgor**”).

*Capitalized terms used herein but otherwise undefined shall have the meanings ascribed to them in the Option Agreement (as such term is defined below).*

### RECITALS

A. The Pledgor is a fully owned subsidiary (whether directly or indirectly) of Buyer, and this Agreement is made in accordance with and pursuant to the provisions of that certain Option Equity Purchase Agreement, dated July 15, 2020, by and among Buyer, the Company, the Administrative Agent and the Securityholders parties thereto, as amended on June 17, 2022 (hereinafter, as may be amended, modified, restated, replaced or supplemented from time to time in accordance with its terms, the “**Option Agreement**”); and

B. It has been agreed under the Option Agreement that in order to secure payment of various amounts of money which the Buyer may owe and/or may be liable to the Securityholders in connection with the Option Agreement, including without limitation, the payment of the Aggregate Consideration and Annual Interest Payments, the Pledgor hereby grants the Administrative Agent (for the benefit of the Securityholders) a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Buyer to Securityholders;

C. Pursuant to the terms of the Option Agreement and the Pledge Agreements, Pledgor has granted to the Administrative Agent, on behalf and for the benefit of the Securityholders, a security interest in all of Pledgor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Pledge Agreements.

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 Buyer’s obligations to the Securityholders and/or the Administrative Agent, Pledgor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Buyer’s obligations to the Securityholders and/or the Administrative Agent, Pledgor grants and pledges to the Administrative Agent, on behalf and for the benefit of the Securityholders, a security interest in all of Pledgor’s right, title and interest in, to and under its intellectual property, excluding any “intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark application, or registration issuing therefrom, under

federal law (“**Excluded Applications**”) (all of which, with the exception of Excluded Applications, 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 Pledgor 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 Pledgor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto but excluding, in each case, any Excluded Applications (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. Pledgor 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 Administrative Agent.

3. Authorization. Pledgor hereby authorizes the Administrative Agent to (a) modify this Agreement unilaterally in order to amend the exhibits to this Agreement to include any Intellectual Property Collateral which Pledgor 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. Upon Pledgor's request, the Administrative Agent will provide Pledgor with copies of any such amended exhibits.

4. Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Option Agreement and the Pledge Agreements, each of which is hereby incorporated by reference. The provisions of the Option Agreement and the Pledge Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent, on behalf and for the benefit of the Securityholders, with respect to the Intellectual Property Collateral are as provided by the Option Agreement, the Pledge Agreements and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. Notwithstanding anything else to the contrary set forth herein, the Administrative Agent agrees that realization of this Agreement with respect to any intellectual property of the Pledgor which was developed as part of the projects financed from time to time by the Israeli Innovation Authority shall be subject to the provisions of the Israeli Encouragement of Research and Development in Industry Law 5744-1984 and the regulations, rules and procedures promulgated thereunder.

5. 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.

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, subject to the provisions of the Option Agreement.

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 State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Each Party, for itself and its successors and assigns, irrevocably agrees that any Action in respect of any claim arising out of or related to this Agreement or the transactions contemplated by this Agreement, shall be brought in any court of competent jurisdiction in New York, except that the Administrator Agent may, at its sole discretion, decide to bring such claims before any court of competent jurisdiction in Tel Aviv, Israel. Pledgor hereby irrevocably consents to the jurisdiction of any such court (and the appropriate appellate courts therefrom) in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action in any such court or that any such action brought in any such court has been brought in an inconvenient forum.

[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.

PLEDGOR:

**CARTHEAL (2009) LTD.**

By: *[Signature]*

Name: *Zvi Slovin*

Title: *Director*

ADMINISTRATIVE AGENT:

**ELRON VENTURES LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

PLEDGOR:

**CARTIHEAL (2009) LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

**ELRON VENTURES LTD.**

By:  \_\_\_\_\_  
Elron Ventures Ltd.

Name: Yaron Elad / in care

Title: CEO / CFO

EXHIBIT A

Copyrights

**Not applicable.**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Calcium-Mediated Effects of Coral and Methods of Use Thereof	US 8,932,581	Grant Date 13/01/2015/ Filed 18/11/2008
Solid Forms for Tissue Repair	8,808,725** PTE REQUEST FILED	Grant Date 19/08/2014/ Filed 19/11/2009
Solid Forms for Tissue Repair - CONTINUATION	17/191,522	Filed 19/11/2009
Solid Forms for Tissue Repair -	8,802,115	Grant Date 12/08/2014/ Filed 23/05/2010
Solid Forms for Tissue Repair	8,790,681	Grant Date 29/07/2014/ Filed 23/05/2010
Solid Forms for Tissue Repair - CONTINUATION	10,080,818	Grant Date 25/09/2018 Filed 23/05/2010
Solid Forms for Tissue Repair - CONTINUATION	10,046,084	Grant Date 14/08/2018 Filed 23/05/2010
Solid Forms for Tissue Repair - CONTINUATION	10,702,627	Grant Date 7/7/2020 Filed 23/05/2010
Solid Forms for Tissue Repair - CONTINUATION	17/098,580	Filed 23/05/2010
Multi-Phasic Solid Implants for Tissue Repair	10,271,938	Grant Date 30/04/2019/ Filed 04/04/2013
Biomatrix Hydrogels and Methods of Use Thereof	10,342,897	Grant Date 09/07/2019/ filed 29/04/2013
Tools and Systems for Solid Form and Graft Implantation	10,398,762	Grant date: 13/10/2020/ Filed 11/11/2013

Solid Substrates for Promoting Cell and Tissue Growth	10,806,823	Grant date: 20/10/2020/filed 10/02/2014
Solid Substrates for Promoting Cell and Tissue Growth -CONTINUATION	11,116,873*** PTE REQUEST FILED	Grant date 14/09/2021/ FILED 10/02/2014
Solid Substrates for Promoting Cell and Tissue Growth -CONTINUATION	17/471,760	FILED 10/02/2014
Solid Substrates for Mitigating or Preventing Cell and Tissue Adhesion and Vascularization	9,770,531	Grant date: 26/09/2017/ filed 10/02/2014
Optimized Solid Substrates, Tools For Use With Same And Uses Thereof For Promoting Cell And Tissue Growth	11,007,304	Grant date: 18/05/2021/ Filed 04/05/2016
Optimized Solid Substrates, Tools For Use With Same And Uses Thereof For Promoting Cell And Tissue Growth -CONTINUATION	17/232,279	Filed 04/05/2016
Implantation Protocol for Optimized Solid Substrates for Promoting Cell and Tissue Growth	16/959,447	Filed 30/12/2018
Optimized Cage Systems Promoting Bone Repair and Fusion	17/275,739	Filed 15/09/2019
Methods for Promoting Osteochondral Cell and Tissue Growth Including in Large Lesions and in Populations At Risk-	63/228,620	Filed 02/08/2021
Methods for Promoting Osteochondral Cell and Tissue Growth Including in Large Lesions and in Populations At Risk	PCT/IL2022/050713 (** designates U.S.)	Filed 04/07/2022

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
CARTIHEAL	5,000,546/ 79/167706	Registration 19/07/2016; Application Date: 24/03/2015	date:
AGILIC-C (stylized)	5,206,970/ 79/197,403	Registration 23/05/2017' Application 07/06/2016	date: date:
CARTIHEAL	5,719,300 87/774,234	Registration 09/04/2019; Application 29/01/2018	date: date:
Cartiheal and Design	5,934,976 87/903,982	Registration 17/12/2019; Application 02/05/2018	date: date:
Agili-C (stylized)	5,831,983 88/158,486	Registration 13/08/2019; Application 17/10/2018	date: date:
CARTIHEAL and Logo The Future of Joint Repair	6,115,540 79/270,317	Registration 04/08/2020; Application 22/07/2019	date: Date:

EXHIBIT D

Mask Works

Not applicable.

Description

Registration/  
Application  
Number

Registration/  
Application  
Date