

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARLYSENSE LTD		06/03/2021	Limited Liability Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VI (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Limited Partnership: JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3454407	EARLYSENSE	
Registration Number:	5177060	EARLYSENSE INSIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	11 KIRYAT MADA		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	07/21/2022		
Total Attachments: 7			
source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page1.tif			
source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page2.tif			
source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page3.tif			
source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page4.tif			
source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page5.tif			

CH \$65.00 3454407

source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page6.tif

source=Earlysense - US IP Security Agreement - JUNE2021 -Fully Executed#page7.tif

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated June 3, 2021, is made by and between (i) EarlySense Ltd., a company incorporated in Israel under registered number 513609552 whose registered office is at 7 Jabotinsky St., Ramat Gan, Israel (“**Grantor**”); and (ii) Kreos Capital VI (Expert Fund) LP, a partnership incorporated in Jersey under registered number 2770 whose registered office is at 47 Esplanade, St Helier, Jersey; (“**the Lender**” which expression shall include its respective successors and assigns).

WHEREAS, the Lender and the Grantor, shall enter into a certain amended and restated Agreement for the Provision of a Loan Facility dated on or about the date hereof (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by the Grantor and the Lender, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, the Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of the Grantor to the Lender and under the Debenture - Fixed Charge, the Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to the Lender, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

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

Section 1. Grant of Security. Subject to the provisions of the Debenture – Floating Charge and the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), the Grantor hereby grants to the Lender a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefor as set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefor set forth in Schedule A (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor to the Lender under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to the Lender, now or hereafter existing under or in respect of the Loan Agreement, and the Charge Agreements and any amendment thereof (the “**Secured Obligations**”).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. The Lender shall have the right to request, and the Grantor shall promptly provide upon such request, information reasonably required in order to confirm that **Schedule A** is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Parties do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to the Lender shall terminate and be of no force upon satisfaction in full of the Secured Obligations of the Grantor to the Lender. Upon termination of this IP Security Agreement and the security interest granted to the Lender hereunder, the Lender shall promptly execute all documents necessary to remove the security interest granted by the Grantor hereunder and take any action reasonably necessary to remove the security interest granted by the Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EARLYSENSE LTD.

DocuSigned by:

By: Matt Johnson

3D6D3FE15BB8419...

Name: Matt Johnson

Title: CEO

KREOS CAPITAL VI (EXPERT FUND) LP

DocuSigned by:

By: [Signature]

9DE02D300C1B493...

Name: Raoul Stein

Title: General Partner

SCHEDULE A

Patents

Monitoring a Condition of a Subject					
Country	Application No.	Filing Date	Patent No.	Issue Date	Status
USA	14/454,300	07/Aug/2014	8,942,779	27/Jan/2015	Granted
Burglar Alarm Control					
Country	Application No.	Filing Date	Patent No.	Issue Date	Status
USA	14/956,516	02/Dec/2015	9,449,493	20/Sep/2016	Granted
Pregnancy State Monitoring					
Country	Application No.	Filing Date	Patent No.	Issue Date	Status
USA	14/843,021	02/Sep/2015	10,172,593	08/Jan/2019	Granted
Menstrual State Monitoring					
Country	Application No.	Filing Date	Patent No.	Issue Date	Status
USA	14/726,706	01/Jun/2015	10,575,829	03/Mar/2020	Granted

Web domains

1. www.earlysense.com
2. Main domain: www.earlysense.com
3. Secondary – www.earlysense.com/digital-health/

Redirections:

www.myearlysense.com
www.livebyearlysense.com
www.tryearlysense22.com
www.tryearlysense23.com
www.tryearlysense24.com
www.tryearlysense25.com
www.tryearlysense26.com
www.tryearlysense27.com
www.tryearlysense28.com
www.tryearlysense29.com
www.tryearlysense30.com
www.tryearlysense31.com
www.tryearlysense32.com
www.tryearlysense33.com
www.tryearlysense34.com
www.tryearlysense35.com
www.tryearlysense.com
www.tryearlysense36.com
www.tryearlysense37.com
www.tryearlysense38.com
www.tryearlysense39.com
www.tryearlysense40.com
earlysenselive.com
www.tryearlysense41.com
www.tryearlysense42.com
www.livebyearlysense.co.uk
www.perceptearlysense.com
www.earlysensepercept.com
www.live-earlysense.com
earlysensecare.com
earlysenselife.com
earlysensewellness.com
earlysense-wellness.com
earlysenseconsumer.com
earlysense-consumer.com
earlysense-wellnessweb.com
buylivesense.com
trylivesensenow.com
trylivenow.com
buylivenow.co.uk
mylivesense.co.uk
trylivenow.co.uk

buylivesense.co.uk
trylivesensenow.co.uk
trylivesense.co.uk
trylivetoday.com
getlivenow.com
trylivetoday.co.uk
getlivetoday.co.uk
getlivenow.co.uk
sleepwithlive.com
trackwithlive.com
sleepwithlive.co.uk
trackwithlive.co.uk

Trademarks:

Trademark: EarlySense
USA: 3454407
Community: 005848924

Trademark: EarlySense InSight
USA: 5177060

Trademark: EARLYSENSE
China 13922079