

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744324

<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>
Qwilt Inc.		07/26/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4071555	QWILT	
<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>	07/28/2022		
<b>Total Attachments: 10</b>			
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## FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of July 26, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("Bank") and **QWILT INC.**, a Delaware corporation, with its principal place of business at 275 Shoreline Dr Ste 510 Redwood City CA 94065 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **QWILT TECHNOLOGIES LTD**, a company organized under the laws of Israel (together with Grantor, is hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of even date herewith (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). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement and the Israeli Debentures, Grantor has granted to Bank 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 Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

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

2. Recordation. Grantor 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 Bank.

3. Authorization. Future applications for registration of Intellectual Property Collateral of the Grantor shall be made subject to the provisions of this Agreement and form part of the Collateral of the Bank. Grantor shall, within thirty (30) days of submission of any such new Intellectual Property Collateral ("New Registered Intellectual Property") for registration, provide to Bank updated exhibits to this Intellectual Property Security Agreement reflecting the addition of the New Registered Intellectual Property and Bank is hereby authorized to file such new exhibits with the United States Patent and Trademark Office and/or the United States Copyright Office as applicable.

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

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.

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 United States and State of California, without giving effect to any choice or conflict of law provision or rule (whether of State of California or any other jurisdiction).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of September 18, 2020, as amended by that first amendment dated September 18, 2020, between Grantor and Bank, as amended.

[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:

QWILT INC

By: DocuSigned by:  
*Alon Maor*  
D851B28D178740F...

Name: Alon Maor

Title: CEO

BANK:

SILICON VALLEY BANK

By: DocuSigned by:  
*Ella Botham*  
E0FA148901DD443...

Name: Ella Botham

Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

## Patents

<u>Title</u>	<u>Owner</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
System for Detection of Content Servers and Caching Popular Content Therein	<u>Qwilt, Inc.</u>	<u>13/006,785</u>	<u>1/14/2011</u>	<u>Issued</u>	<u>9723073</u>	<u>8/1/2017</u>
Methods for Detection of Content Servers and Caching Popular Content Therein	<u>Qwilt, Inc.</u>	13/006,875	1/14/2011	Issued	9774670	9/26/2017
System and Method for Symmetric Receive-Side Scaling (RSS)	<u>Qwilt, Inc.</u>	13/032,118	2/22/2011	Issued	8635352	1/21/2014
Systems and Methods Thereof for Detection of Content Servers, Caching Popular Content Therein, and Providing Support for Proper Authentication	<u>Qwilt, Inc.</u>	13/838,506	3/15/2013	Issued	9703970	7/11/2017
System and Method of Performing Analytics With Respect to	<u>Qwilt, Inc.</u>	14/665,884	3/23/2015	Issued	10127335	11/13/2018



Content Storing Servers Caching Popular Content						
System and Method for Live Service Content Handling with Content Storing Servers Caching Popular Content Therein	<u>Qwilt, Inc.</u>	15/078,543	3/23/2016	Issued	10097863	10/9/2018
System and Method for Live Service Content Handling with Content Storing Servers Caching Popular Content Therein	<u>Qwilt, Inc.</u>	16/151,868	10/4/2018	Issued	10812837	10/20/2020
System and Method for Caching Popular Content Respective of a Content Strong Server in an Asymmetrical Routing Topology	<u>Qwilt, Inc.</u>	15/078,506	3/23/2016	Issued	10097428	10/9/2018
System and Methods Thereof for Delivery of Popular Content Using a	<u>Qwilt, Inc.</u>	14/689,630	4/17/2015	Issued	10154110	12/11/2018

Multimedia Broadcast Multicast Service						
System and Methods Thereof for Delivery of Popular Content Using a Multimedia Broadcast Multicast Service	<u>Qwilt, Inc.</u>	16/212,053	12/6/2018	Pending		
System for Detection of Content Servers and Caching Popular Content Therein	<u>Qwilt, Inc.</u>	15/664,816	7/31/2017	Issued	10044802	8/7/2018
Load Balancing System and Method	<u>Qwilt, Inc.</u>	16/929,412	7/15/2020	Pending		
Method and System for Improving High Availability for Live Content	<u>Qwilt, Inc.</u>	16/790,063	2/13/2020	Issued	11032583	6/8/2021

EXHIBIT C

Trademarks

Trademark	Jurisdiction	Application number	Application Date	Registration number	Registration Date
QWILT	USA	85122563	Sept. 3, 2010	4071555	Dec. 13, 2011

EXHIBIT D

Mask Works

None.