

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753213

<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>
PAGAYA TECHNOLOGIES LTD.		09/02/2022	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90779357	TANGENT	
<b>Serial Number:</b>	90779343	SMARTRESI	
<b>Serial Number:</b>	90779323	PAGAYA PULSE	
<b>Serial Number:</b>	90779306	PAGAYA LIFT	
<b>Serial Number:</b>	90779289	PAGAYA	
<b>Serial Number:</b>	90779253		
<b>Serial Number:</b>	90779222	PAGAYA	
<b>Serial Number:</b>	90779175	PAGAYA	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1781440		

OP \$215.00 90779357

<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas
<b>SIGNATURE:</b>	/Gwendolyn Meccas/
<b>DATE SIGNED:</b>	09/02/2022
<b>Total Attachments: 7</b> source=FINAL - Intellectual Property Security Agreement - Pagaya#page1.tif source=FINAL - Intellectual Property Security Agreement - Pagaya#page2.tif source=FINAL - Intellectual Property Security Agreement - Pagaya#page3.tif source=FINAL - Intellectual Property Security Agreement - Pagaya#page4.tif source=FINAL - Intellectual Property Security Agreement - Pagaya#page5.tif source=FINAL - Intellectual Property Security Agreement - Pagaya#page6.tif source=FINAL - Intellectual Property Security Agreement - Pagaya#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of September 2, 2022 by the company listed on the signature page hereto (“*Grantor*”), in favor of **SILICON VALLEY BANK**, as administrative and collateral agent (together with its successors and permitted assigns, in such capacity, the “*Administrative Agent*”) for the Lenders (as defined below).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **PAGAYA TECHNOLOGIES LTD.**, a company organized under the laws of Israel (the “*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of September 2, 2022, by and among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”). Unless otherwise defined or specified herein, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrower under the Credit Agreement, the Borrower, and each other grantor party thereto, have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, amended and restated, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether then existing or arising thereafter).

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and each other grantor party thereto have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively.

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 the Secured Obligations, the parties hereto agree as follows:

AGREEMENT

Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all Copyrights, Patents, and Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, including those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively, including all claims and the right to sue for any infringement or other violation thereof, including the right to receive all

proceeds and damages therefrom, all goodwill associated with any such Trademarks, and all reissues, divisions and extensions of any such Patents (and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and rights to obtain any reissues, divisions or extensions of the foregoing), and all other rights, priorities and privileges, in each case throughout the world, in, to or under such Patent, Trademarks and Copyrights (but excluding, for the avoidance of doubt, any Excluded Assets, including any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark, unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.)) (collectively, the "*Intellectual Property Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

This security interest granted hereunder is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, Administrative Agent shall execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including delivery by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import herein and in this Intellectual Property Security Agreement or in any amendment or other modification hereof (including any waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act..


THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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:

PAGAYA TECHNOLOGIES LTD.

By:  .....

Name: Gal Krubiner

Title: Chief Executive Officer

By:  .....

Name: Michael Kurlander

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Charles Bradford

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**

**COPYRIGHTS**

Registered U.S. Copyrights

None.

Pending U.S. Copyright Applications

None.

**EXHIBIT B**

**PATENTS**

Issued U.S. Patents

None.

Pending U.S. Patent Applications

None.






EXHIBIT C

TRADEMARKS

Registered U.S. Trademarks

None.

Pending U.S. Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Pagaya Technologies Ltd.	United States	90779357	6/17/2021	Pagaya Technologies Ltd.	TANGENT
Pagaya Technologies Ltd.	United States	90779343	6/17/2021	Pagaya Technologies Ltd.	SMARTRESI
Pagaya Technologies Ltd.	United States	90779323	6/17/2021	Pagaya Technologies Ltd.	PAGAYA PULSE
Pagaya Technologies Ltd.	United States	90779306	6/17/2021	Pagaya Technologies Ltd.	PAGAYALIFT
Pagaya Technologies Ltd.	United States	90779289	6/17/2021	Pagaya Technologies Ltd.	PAGAYA
Pagaya Technologies Ltd.	United States	90779253	6/17/2021	Pagaya Technologies Ltd.	
Pagaya Technologies Ltd.	United States	90779222	6/17/2021	Pagaya Technologies Ltd.	
Pagaya Technologies Ltd.	United States	90779175	6/17/2021	Pagaya Technologies Ltd.	

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