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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insightec, Inc.		08/31/2022	Corporation: DELAWARE
Insightec Ltd.		08/31/2022	Private Limited Compnay: ISRAEL

RECEIVING PARTY DATA

Name:	Perceptive Credit Holdings III, LP	
Street Address:	51 Astor Place, 10th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10003	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	90848173	EXABLATE
Registration Number:	2914786	EXABLATE
Serial Number:	90848136	INSIGHTEC
Serial Number:	90845207	INSIGHTEC
Serial Number:	90849091	INSIGHTEC
Registration Number:	2856239	INSIGHTEC
Serial Number:	90848188	INSIGHTEC
Serial Number:	90845233	INSIGHTEC
Serial Number:	90849097	INSIGHTEC

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Was	hington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1772098		
NAME OF SUBMITTER:	Nadin Mukhtar		
SIGNATURE:	/Nadin Mukhtar/		
DATE SIGNED:	09/01/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2022 (this "*Trademark Security Agreement*"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "*Trademark Grantors*"), is in favor of PERCEPTIVE CREDIT HOLDINGS III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as August 31, 2022 (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);
 - (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;
- (c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and
- (d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

NY-2434279

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

NY-2434279

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

INSIGHTEC, INC.

By: /// Name: Maurice R. Ferré, M.D.

Name: Maurice R. Ferré, M.D. Title: Chief Executive Officer

Name: Patrick Clingan

Title: Chief Financial Officer

Address for Notices:

Insightee, Inc.

801 Brickell Ave., Suite 1600

Miami, FL 33131 Attn: Patrick Clingan

Email: PatrickC@insightec.com

INSIGHTEC LTD.

Name: Maurice R. Ferré, M.D. Title: Chief Executive Officer

and the second s

Name: Patrick Clingan

Title: Chief Financial Officer

Address for Notices:

Insightec Ltd.

801 Brickell Ave., Suite 1600

Miami, FL 33131

Attn: Patrick Clingan

Email: PatrickC@insightec.com

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS III, LP

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

·DocuSigned by:

Name: Sandeep Dixit

Title: Chief Credit Officer

Docusigned by:

Sam Chawla

Name: Sam Chawla

Title: Portfolio Manager

Address for Notices:

Perceptive Credit Holdings III, LP c/o Perceptive Advisors LLC 51 Astor Place, 10th Floor New York, NY 10003

Attn: Sandeep Dixit

Email: Sandeep@perceptivelife.com PCOFReporting@perceptivelife.com

Schedule 1

TRADEMARKS

Trademark Registrations and Applications

Trademark	Application No	Application Date	Registration No	Registration Date	Owner
EXABLATE	90848173	Jul 26 2021			Insightec Ltd
EXABLATE	76314620	Sep 18 2001	2914786	Dec 28 2004	Insightec Ltd
INSIGHTEC	90848136	Jul 26 2021			Insightec Ltd
INSIGHTEC	90845207	Jul 23 2021			Insightec Ltd
INSIGHTEC	90849091	Jul 26 2021			Insightec Ltd
INSIGHTEC	76148396	Oct 13 2000	2856239	Jun 22 2004	Insightec Ltd
INSIGHTEC Logo	90848188	Jul 26 2021			Insightec Ltd
INSIGHTEC Logo	90845233	Jul 23 2021			Insightec Ltd
INSIGHTEC Logo	90849097	Jul 26 2021			Insightec Ltd

RECORDED: 09/01/2022