

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opus Cyber Ltd.		09/13/2022	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97468249	OPUS SECURITY	
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>			
Phone:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	09/14/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of September 13, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **OPUS CYBER LTD.**, a company organized under the laws of the State of Israel, with its principal place of business located at 8 Yosef Paamoni St., Tel Aviv – Yaffo, Israel (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to (i) Grantor and (ii) **OPUS SECURITY, INC.**, a Delaware corporation (“**US Borrower**”) (Grantor and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (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 Grantor, 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 Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement and the 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’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. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally only in order to amend the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures 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 Debentures 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 California, without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction).

8. Termination. The security interest granted hereunder shall terminate automatically upon the termination of Bank's security interests granted under the Loan Agreement and the Debentures. Upon such termination, Bank shall, at Grantor's sole cost and expense, execute all documents and other instruments as may be necessary to evidence the termination of the security interest granted hereunder.

[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:

OPUS CYBER LTD.

DocuSigned by:
By: Meny Har
95EAC6C084144E...

Name: Meny Har

Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: George Charbadze
BAE45C0F0662479...

Name: George Charbadze

Title: Operational Relationship Manager

[Signature Page – Intellectual Property Security Agreement – Opus Cyber Ltd]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

None

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

U.S. Trademark Application No. 97468249
OPUS SECURITY in the name of OPUS CYBER
LTD, filed with the USPTO on Jun. 21, 2022.

Registration/
Application
Number

97468249

Registration/
Application
Date

January 21, 2022

Generated on: This page was generated by TSDR on 2022-07-11 05:36:16 EDT

Mark: OPUS SECURITY

OPUS SECURITY

US Serial Number: 97468249

Application Filing Date: Jun. 21, 2022

Register: Principal

Mark Type: Trademark, Service Mark

TMS Common Status Descriptor:



LIVE/APPLICATION/Awaiting Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and has not yet been assigned to an examiner.

Status: New application will be assigned to an examining attorney approximately 6 months after filing date.

Status Date: Jul 08, 2022

Mark Information

Mark Literal Elements: OPUS SECURITY

Standard Character Claim: Yes The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services.

- Brackets [] indicate deleted goods/services.
- Double parentheses (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability, and
- Asterisks "*" identify additional (new) wording in the goods/services.

For: Downloadable computer software for ingesting security alerts and create security operations processes to triage, investigate, mitigate and remediate the same; Downloadable computer software for connecting, interacting and executing cyber security applications in organizational environments; Downloadable Computer software to create, manage and execute workflow automation processes involving IT or Cyber security products; Downloadable Computer Software to monitor, provide visibility and report on status of an organization's security operations

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 026, 036, 038

Class Status: ACTIVE

Basis: 1(b)

For: Software as a service (SAAS) service, featuring a user interface designed to monitor, manage, and respond to security operations alerts, trigger appropriate process automation and security responses and optimize security responses over time. Software as a service (SAAS) service, featuring an interface and a workflow management system to help define, execute and adapt automation security investigation and response processes to alerts originating from other security tools or other sensors; Software as a service (SAAS), namely, a repository of cyber security processes, allowing for sharing and utilizing of security processes across different organizations and environments. Software as a service (SAAS) service, namely, an adaptive security process execution engine, that allows for the use of a single, unified process language across a variety of security environments and eco-systems

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(b)

Basis Information (Case Level)

Filed Use: No	Currently Use: No
Filed ITU: Yes	Currently ITU: Yes
Filed 44D: No	Currently 44E: No
Filed 44E: No	Currently 66A: No
Filed 66A: No	Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: OPUS CYBER LTD
 Owner Address: 16 Abba Hillel Road
 Ramat-Gan ISRAEL 5250608
 Legal Entity Type: private limited company
 State or Country Where Organized: ISRAEL

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Jennifer Sheehan Anderson
 Docket Number: 855.026721
 Attorney Primary Email Address: info@bridgeip.net
 Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: JENNIFER SHEEHAN ANDERSON
 143 CADYCENTER, SUITE 209
 NORTHVILLE, MICHIGAN UNITED STATES 48167
 Phone: 248-284-4094
 Fax: 248-284-4094
 Correspondent e-mail: info@bridgeip.net
 Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jul. 08, 2022	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	
Jun. 24, 2022	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: NEW APPLICATION PROCESSING
 Date in Location: Jul. 08, 2022

EXHIBIT D

Mask Works

Description

None

Registration/
Application
Number

Registration/
Application
Date