TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qualisystems Ltd		03/24/2021	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: 2

Property Type	Number	Word Mark
Serial Number:	90903573	TRANSFORMATION UNBOUND
Serial Number:	90902185	INFRUSTRATION

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.

Email:	julia.brow@us.dlapiper.com
Correspondent Name:	Julia Brow (DLA PIPER LLP)
Address Line 1:	4365 Executive Drive
Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-001571
NAME OF SUBMITTER:	Julia Brow
SIGNATURE:	/Julia Brow/
DATE SIGNED:	03/01/2023

Total Attachments: 10
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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of March 24, 2021, by and between **SILICON VALLEY BANK**, a California corporation ("Bank"), and **QUALISYSTEMS LTD**, a company organized under the laws of the State of Israel, ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **QUALISYSTEMS USA 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 Third Amended and Restated 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 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 Grantor under the Loan Agreement.

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

AGREEMENT

1. <u>Grant of Security Interest</u>. To secure Borrower's obligations under the Loan Agreement, 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 or 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 <u>Exhibit A</u> 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 by amending 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, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Termination. This Agreement shall terminate when all Obligations have been indefeasibly satisfied in full in cash and Bank has no further obligations to make any credit extensions to Borrower. Upon termination of this Agreement Bank will, if requested by Borrower, promptly release the security interest granted hereunder and will, at the sole cost and expense of Borrower, provide the Grantor with all required approvals or executed documents addressed to the proper governmental and other authorities as shall be required to remove the security interest in favor of the Bank granted under this Agreement.

6.   <u>Execution in Counterparts</u>. 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.

7.   <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.   <u>Governing Law.</u> 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 the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

9.   <u>Amended and Restated Agreement.</u> This Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of May 31, 2018 by and between Grantor and Bank.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

QUALISYSTEMS LTD

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Lior koriat

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Lior Koriat

By:_____

Title:_____CEO_____

BANK:

SILICON VALLEY BANK

DocuSigned by:

Conor Ludden

EC29E2737E9542C...

Conor Ludden

By:_____

Title: Vice President_____

<u>EXHIBIT A</u>

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

Unregistered Copyrights:

In addition to routine copyrighted material, such as marketing material and website, the main copyrightable work is QualiSystems' software, which is not registered.

<u>EXHIBIT B</u>

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for functional tests cad (computer aided design) sequencing automated procedures for hardware and software development, testing and production using controllable modular building blocks	US 8,589,886,B2	19 Nov, 2013
IBID	Israel 210530	25 Dec, 2015
Testing suite for product functionality assurance and guided troubleshooting	5738841.5 (Europe)	10 May, 2005
Owned by Nibea Quality Management Solutions Ltd.		
System and method for functional tests cad (computer aided design) sequencing automated procedures for hardware and software development, testing and production using controllable modular building blocks	9794099.3 (Europe)	07 July, 2009 Abandoned
Owned by Qualisystems Ltd.		
IBID	11112459.6 (Hong Kong)	17 Nov, 2011 Abandoned
Owned by Qualisystems Ltd.		

<u>EXHIBIT C</u>

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
QUALISYSTEMS	7063861(CTM-Europe)	14 July 2008
TESTSHELL	7062359(CTM-Europe)	14 July 2008
TESTSHELL	210515 (Israel)	08 April 2008
TESTSHELL	210516 (Israel)	08 April 2008
QUALISYSTEMS	210517 (Israel)	08 April 2008
QUALI	90188475	17 September 2020
Infrastructure Automation at Scale	90188489	17 September 2020
TRANSFORMATION UNBOUND	90903573	26 August 2021
INFRUSTRATION	90902185	25 August 2021

<u>Domains name</u>

colonycs.com
cscolony.com
cloudshelllive.com
quali.com
quali.tw
quali.us
qualisystems.biz
qualisystems.biz
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qualisystems.co.uk
qualisystems.info
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qualisystems.jp

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quali.io
quali.co.il
qualisystems.co.il
cloudshellcolony.com
environment-as-a-service.com
oracle-ravello-alternative.com
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cloudshell.live
SaaSifySoftware.com
environment-as-a-service.org/
digitize-the-enterprise.com
digitize-your-enterprise.com

3

axcessor.com
Appnatic.com
Colony.guru

<u>EXHIBIT D</u>

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		