

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792428

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900753337		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ever Compliant Ltd		02/21/2023	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88188783	EVERC	
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>			
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:	354271-001785		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	/Julia Brow/		
DATE SIGNED:	03/07/2023		
Total Attachments: 6			
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “**Amendment**”) is made as of February 21, 2023, by and between **EVER COMPLIANT LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 55 Yigal Alon St., Tel Aviv-Jaffa, 6789115, Israel (“**Grantor**”) and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of August 24, 2021 (the “**IP Agreement**”) in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral (as defined in the IP Agreement); and

WHEREAS, Grantor and Bank wish to amend the provisions of the IP Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined herein shall have the same meaning herein as in the IP Agreement.

Amendment to Recital A. Recital A of the IP Agreement is hereby amended by deleting the text “in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor 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 unless defined otherwise herein)”

and inserting in lieu thereof the text:

“in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor dated August 24, 2021, as modified by the First Loan Modification Agreement dated March 21, 2022 and as further modified by that certain Second Loan Modification Agreement by and among Bank, Grantor, EVER COMPLIANT, INC., 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 unless defined otherwise herein)”

- A. The Appendices attached to the IP Agreement shall be replaced with the Appendices attached hereto, and shall constitute an integral part hereof and an integral part of the IP Agreement.
2. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement (including its exhibits) remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

Grantor

EVER COMPLIANT LTD.

DocuSigned by:
By: Ariel Tiger
5E90DB590A8F496...
Name: Ariel Tiger
Title: CEO

Bank

SILICON VALLEY BANK

DocuSigned by:
By: George Charbadze
BAE4EC0F0082479...
Name: George Charbadze
Title: Operational Relationship Manager

[Signature Page – First Amendment to the IPSA (ISR)]

EXHIBIT A

Copyrights

Grantor has developed and owns proprietary software that: (i) detects transaction laundering, (ii) verifies and monitors online ecommerce businesses by collecting and analyzing business identity information; (iii) detects and monitors any illegal content such as pornography, drugs and tobacco, counterfeit goods, gambling etc., (iv) reveals related unreported, URLs, payment environments and provides the tools to manage related risk on an ongoing basis; (v) offers visibility into a merchant's portfolio and risk posture and (vi) monitors products uploaded to marketplaces to ensure they are permitted to sell according to regulations.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHODS OF PROVIDING A URL OF AN ENTITY AND CLASSIFYING A WEBSITE , AND SYSTEMS THEREFOR	293251	Pending

EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EverC	88188783	Granted
Digital DNA	318258	Abandoned

EXHIBIT D
Mask Works

N/A