

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMMITQWEST GROUND, INC		10/18/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VII (UK) LTD		
Street Address:	25-28 Old Burlington Street		
City:	LONDON		
State/Country:	ENGLAND		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4061819	SUMMITQWEST ALWAYS FORWARD	
Registration Number:	4061818	SUMMITQWEST	
Registration Number:	5990536	SUMMITGROUND	
Registration Number:	3991508	SUMMITLINK	
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:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	11 KIRYAT MADA		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/77.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	10/23/2023		
Total Attachments: 7			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated October 18, 2023, is made by and between (i) **SUMMITQWEST GROUND, INC.**, a corporation incorporated in Ohio whose registered office is at PO Box 751735, Dayton, Ohio 45475-1735 (the “**Grantor**”) and (ii) **KREOS CAPITAL VII (UK) LIMITED**, a private limited company incorporated in England and Wales whose registered office is at 25-28 Old Burlington Street, London, England, W1S 3AN (“**Kreos**”); and

WHEREAS, Grantor, Hip Mobility, Inc., a company incorporated in Delaware and Grantor’s parent (the “**Parent**”), Hip Mobility Ltd., a company incorporated under the laws of the State of Israel, and SummitQwest Ground Limited, a company incorporated in England and Wales (Jointly, the “**Borrower**”) and Kreos have entered into that certain Agreement for the provision of a loan facility dated October 18, 2023 (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant a first priority charge over the intellectual property of Grantor to Kreos and over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office (the “**USPTO**”) on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. the Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor during the term of this IP Security Agreement (the “**Collateral**”). **Schedule A** shall be updated pursuant to the provisions of Section 3.10 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement. Kreos’s lien and security interest in the Collateral granted by Grantor to Kreos under this IP Security Agreement shall continue until the Secured Obligations (as defined below) have been paid and satisfied in full. Automatically upon such payment and satisfaction, this IP Security Agreement, and any lien and security interest and/or any other right of Kreos in the Collateral, shall be terminated and be of no further force and effect and all rights to the Collateral granted by the Grantor to Kreos hereunder shall revert to Grantor. Following such termination, Kreos shall promptly execute any additional documents and take such actions

as shall reasonably be requested by the Grantor in order to allow the Grantor to remove any lien or security interest created for the benefit thereof hereunder.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Borrower to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Security Documents (as such term is defined in the Loan Agreement, the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement or any amendment thereof.

Section 4. Right to Request Information. Kreos shall have the right to request in writing, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that **Schedule A** is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Security Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Security Documents and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Security Documents, the provisions of the Loan Agreement or the Security Documents will prevail.

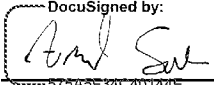
Section 6. Choice of Law and Venue; Jury Trial Waiver. This IP Security Agreement shall be governed by and construed according to the laws of Delaware, without regard to the conflict of laws provisions thereof. Grantor accepts the jurisdiction of the courts and venue in Delaware. notwithstanding the foregoing, the Lender shall have the right to bring any action or proceeding against Grantor and their intellectual property in the courts of any other jurisdiction which the Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce Lender’s rights against Grantor or their intellectual property, including the courts of the State of Israel. Grantor and the Lender waive their right to a jury trial of any claim or cause of action arising out of or based upon this IP Security Agreement, the Loan Documents or any contemplated transaction, including contract, tort, breach of duty and all other claims. This waiver is a material inducement for all parties to enter into this IP Security Agreement. Each party has reviewed this waiver with its counsel.

Section 7. Counterparts, Electronic Signatures. This IP Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the IP Security Agreement. A signed IP Security Agreement received by a party hereto via e-mail (or scanned and sent by electronic means or signed with DocuSign, e-sign or any similar form of signature by electronic means with originals to follow) will be deemed an original, and binding upon the party who signed it.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUMMITQWEST GROUND, INC.:

DocuSigned by:
By:  _____
Name: Amiad Solomon _____
Title: CEO _____

KREOS CAPITAL VII (UK) LIMITED:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

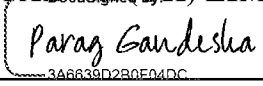
SUMMITQWEST GROUND, INC.:

By: _____

Name: _____

Title: _____

KREOS CAPITAL VII (UK) LIMITED:

By:  _____
DocuSigned by: 3A6638D2B0E04DC

Name: Parag Gandesha _____

Title: Director _____

SCHEDULE A
Intellectual Property

List of IP

1. Trade Names

Registered Trade Name	Registration Jurisdiction	Registration Number and Date	Renewal Dates
Summit Quest	Ohio	1426916 December 2, 2003	September 10, 2008 December 26, 2018
Summit Qwest	Ohio	1426919 December 2, 2003	September 10, 2008 December 24, 2018
SummitQwest	Ohio	1426918 December 2, 2003	September 10, 2008 December 26, 2018
SummitQuest	Ohio	1426917 December 2, 2003	September 10, 2008 December 24, 2018

2. Service Marks

Description of Service Mark	Registration Jurisdiction	Registration Number and Date
A Blue Triangle with White Center, with the Words "Always" Displayed in Black, the Word "Forward" Displayed in Blue and the Word "SummitQwest" Displayed in Black	United States Patent and Trademark Office	4,061,819 November 29, 2011
SUMMITQWEST	United States Patent and Trademark Office	4,061,818 November 29, 2011
SUMMITGROUND	United States Patent and Trademark Office	5,990,536 February 18, 2020
SUMMITLINK	United States Patent and Trademark Office	3,991,508 July 12, 2011

The Company is using the following **service marks** that were not registered yet:
HQ and HQ Travel.

3. *Web domains:*

- a. hqtravel.com
- b. ridehip.com

4. *Software and products of the company:*

HQ has software products in the area of corporate ground transportation. Specifically, it has products for booking ground travel globally, through integrations with dozens of car-providers across the globe; and to manage reservations and rides. It also has products to handle the billing and payment processes associated with these rides, including: digital invoice integration, invoice scrubbing, and payment through credit cards or invoices.

The company has a set of tools to manage this operation, some exposed to clients, some internal; an infrastructure of data and processes to maintain this operationally. In addition, the company has a set of data-pipelines and machine-learning models utilized by the system.

5. *Description of the Company's know how:*

The company has know-how in the areas of:

- Global ground transportation, including: car provider protocols for booking, ride management and payment, and API-level integrations
- FinTech: software development know-how for payment, settlement and accounting processes
- UX/UI in the world of mobility, including ride booking, maps, location-based interfaces; corporate policy UX;
- Secure software development - to the standards of the largest firms in the world