

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumen, Inc.		10/12/2023	Corporation: DELAWARE
Meta Flow Ltd.		10/12/2023	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Bank Hapoalim B.M.		
Street Address:	Hi-Tech Business Center, 98 Yigal Alon St.		
City:	Tel-Aviv		
State/Country:	ISRAEL		
Postal Code:	6789141		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5729384	LUMEN	
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:	441772-000002		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	/Julia Brow/		
DATE SIGNED:	10/23/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 12, 2023 by and among (i) **BANK HAPOALIM B.M.**, a company organized under the laws of the State of Israel (“Bank”), (ii) **LUMEN, INC.**, a Delaware corporation (“Lumen”) and (iii) **META FLOW LTD.**, a company organized under the laws of the State of Israel (“Meta” and together with Lumen, individually and collectively, jointly and severally, “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Meta (the “Loans”) in the amounts and manner set forth in that Credit Documents (as defined under the Letter of Undertaking by and between Meta and the Bank dated as of the date hereof) by and between Bank and Grantor (as the same may be amended, modified or supplemented from time to time, the “Credit Documents”; capitalized terms used herein are used as defined in the Credit Documents). Lumen has agreed to Guaranty the Loans pursuant to that certain Letter of Guaranty and Indemnity dated October 12, 2023 (as the same may be amended, modified or supplemented from time to time, the “Guaranty Agreement”). Bank is willing to make the Loans to Meta, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement and the Guaranty Agreement.

B. Pursuant to the terms of the Credit Documents and Guaranty 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 its obligations under the Credit Documents and Guaranty Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Grant of Security Interest. To secure its obligations under the Credit Documents and the Guaranty Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the intellectual property now owned or hereafter acquired (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

1.

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

8. Termination. This Intellectual Property Security Agreement and the security interest granted hereunder to Bank shall terminate and be of no force upon the full repayment of any outstanding amounts under the Secured Sums (as defined in the Credit Documents) and the termination of the Bank’s obligations towards Meta and Grantor under the Credit Documents. Upon termination of this Intellectual Property Security Agreement and the security interest granted to Bank hereunder, and upon Grantor’s request and at its expenses, Bank shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder.
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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.

Address:

2093 Philadelphia pike 7799
Claymont, Delaware 19703

GRANTOR:

LUMEN, INC.

By: 
Name: DROR CEDER

Title: CGO

Haarba'a Street number 30
Tel Aviv
Israel 6473926

By:

META FLOW LTD.

Meta Flow Ltd.
מטה פלואו בע"מ
514990787.פ.ח

By: 
Name: DROR CEDER



Title: CGO

Address:

Hi-Tech Business Center
98 Yigal Alon St. Tel-Aviv,
Israel 6789141

BANK:

BANK HAPOALIM B.M.

By:  
Name: Hila Dahan Suzy Piter

Title: Senior Relationship Manager Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 008235 FRAME: 0340

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETERMINING RESPIRATORY GAS EXCHANGE IN A SUBJECT	14907302	June 16, 2016
DETERMINING RESPIRATORY GAS EXCHANGE IN A SUBJECT	15005036	August 4, 2016
MACHINE LEARNING MODELS FOR ESTIMATION OF LUNG ALVEOLAR VENTILATION PERFUSION MISMATCH	PCT--63/246,807	21-Sep-2022
BREATH ANALYZER	PCT -US 63/442,282	January 31, 2023

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LUMEN	5729384	April 16, 2019

EXHIBIT D

Mask Works

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