

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Collateral Recorded at Reel 007778, Frame 0063		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elron Ventures Ltd., as Securityholder Representative, administrative agent, and collateral agent		10/10/2023	Limited Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CartiHeal (2009) Ltd.		
<b>Street Address:</b>	17 Atir Yeda Street		
<b>City:</b>	Kfar Saba		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	4464313		
<b>Entity Type:</b>	Limited Company: ISRAEL		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5719300	CARTIHEAL	
<b>Registration Number:</b>	5934976	CARTIHEAL	
<b>Registration Number:</b>	5831983	AGILI-C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, Suite 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1160373-0004-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	10/23/2023		

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**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “**Termination**”) is dated as of October 10, 2023, and made by **ELRON VENTURES LTD.**, in its capacity as Securityholder Representative, administrative agent and collateral agent for the Securityholders (the “**Administrative Agent**”), in favor of **CARTIHEAL (2009) LTD.**, a company organized under the laws of the State of Israel (the “**Pledgor**”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement entered into as of July 12, 2022, by and among the Pledgor and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**IP Security Agreement**”), the Pledgor pledged and granted to the Administrative Agent, for itself and the ratable benefit of the Securityholders, a security interest in all of the Pledgor’s right, title and interest in, to and under the Intellectual Property Collateral, including the Trademarks listed on Schedule A attached hereto;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on July 12, 2022 at Reel/Frame 007778/0063; and

WHEREAS, the Administrative Agent now desires to terminate and release the IP Security Agreement and its security interest in the Intellectual Property Collateral, including the Trademarks listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the IP Security Agreement.
2. Release of Security Interest. The Administrative Agent, on behalf of itself and the Securityholders, hereby terminates the IP Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have, and all claims, whether presently existing or hereafter acquired or created, pursuant to the IP Security Agreement, in the Intellectual Property Collateral, including the Trademarks listed on Schedule A hereto and all goodwill of the business of the Pledgor connected with and symbolized by such Trademarks, and reassigns, transfers and conveys to the Pledgor all right, title and interest of the Administrative Agent in the Intellectual Property Collateral, including the Trademarks listed on Schedule A hereto and all goodwill of the business of the Pledgor connected with and symbolized by such Trademarks, and any right, title or interest of the Administrative Agent in such Intellectual Property Collateral shall hereby terminate, cease and become void.
3. Further Assurances. The Administrative Agent hereby authorizes the Pledgor or an authorized representative of the Pledgor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of the Administrative Agent in the Intellectual Property Collateral and/or (iii) otherwise record or file this Termination in any applicable governmental office or agency. The Administrative Agent further agrees to execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or its agents or designees) reasonably requests, in order to confirm this Termination and the Pledgor’s right, title and interest in, to and under the Intellectual Property Collateral.

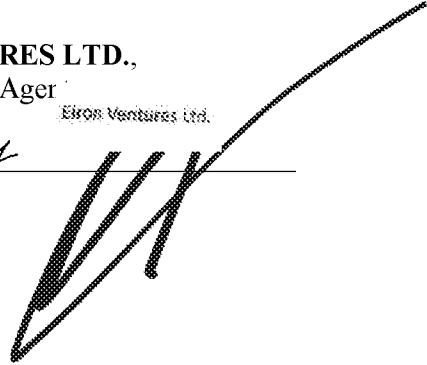
[signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**ELRON VENTURES LTD.,**  
as Administrative Agent

Elron Ventures Ltd.

By: Rony  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A large, stylized handwritten signature in black ink, appearing to be the name 'Rony', is written over a horizontal line. The signature is bold and somewhat abstract, with a long, sweeping stroke extending upwards and to the right.

**Schedule A**

<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
CARTIHEAL	79/167,706	5,000,546	CartiHeal (2009) Ltd.
AGILIC-C (stylized)	79/197,403	5,206,970	CartiHeal (2009) Ltd.
CARTIHEAL	87/774,234	5,719,300	CartiHeal (2009) Ltd.
Cartiheal and Design	87/903,982	5,934,976	CartiHeal (2009) Ltd.
Agili-C (stylized)	88/158,486	5,831,983	CartiHeal (2009) Ltd.
CARTIHEAL and Logo The Future of Joint Repair	79/270,317	6,115,540	CartiHeal (2009) Ltd.